



# Small Business Insurance

## Policy Wording



This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى الوليصة حتى تتمكن من أنها تفي بالاحتياجات. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، اطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhở ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγχετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήστε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पोलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कर्ड) नहीं है तथा इसमें आपके और हमारे द्वायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पोलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेजी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता ले जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜੁੰਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦੱਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪ੍ਰਤਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੇ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

## About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE) is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886.

## QBE in the community

### Premiums4Good™

We are committed to giving back to the communities that we operate in. Through Premiums4Good, we invest a portion of customer premiums into investments that have additional social or environmental features. So, when *you choose us as your insurer, your premium automatically does some good.*

# Significant benefits and features

This *policy* provides a convenient way of protecting *your* major business assets and liability under one insurance policy. You can select from the areas of cover and for an appropriate sum insured to suit *your* business needs.

The table below provides a summary of the key types of cover available under this *policy*.

*Your policy schedule* will show the cover and options *you* have chosen.

Type of cover	Short description
<b>Business buildings and contents</b>	Covers physical loss of or damage to business buildings and business contents caused by Insured Events, up to the limit <i>you</i> select.
<b>Business interruption</b>	Covers loss of gross income up to the limit selected, as a result of loss of or damage to property insured under the 'Business buildings and contents', 'Money', 'Theft', 'Glass' or 'Portable items' sections.
<b>Theft</b>	Covers loss or damage resulting from theft of business property up to the limit specified.
<b>Money</b>	Covers loss of or damage to business <i>money</i> belonging to <i>you</i> and connected with <i>your business</i> .
<b>Business liability</b>	Covers all sums <i>you</i> become legally liable for in respect of <i>personal injury</i> or <i>property damage</i> and caused by an <i>occurrence</i> in connection with <i>your business occupation</i> .
<b>Glass</b>	Covers damage to internal and <i>external glass</i> as shown in <i>your policy schedule</i> .
<b>Portable items</b>	Covers <i>insured items</i> for an insured loss.

Each of the sections listed in the table above is subject to specific definitions, the basis of cover and specific exclusions. In addition, there are general definitions, exclusions and conditions that apply to all sections of the *policy*.

# Significant risks

## This product may not match your expectation

This product may not match *your* expectations (for example, because an exclusion applies). Please ask *us* if *you* are unsure about any aspect of this *policy*.

## Full insurance – protect your assets

The sum insured for *your* building and contents should represent the full replacement value at new costs and if this is not done losses may not be paid in full. It is *your* responsibility to ensure adequacy of sums insured and *you* should assess these sums insured during the currency of the *policy* and prior to renewal each year.

## Your sum insured may not be adequate

This *policy* contains under-insurance provisions in the Business buildings and contents, and Business interruption sections.

To ensure that the amount of insurance is adequate in the event of a claim, *you* should establish an adequate sum insured when initially arranging cover and also take care to amend the sum insured when *your* situation changes.

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# About your policy

## About this document

This document sets out the detailed terms, conditions, limits and exclusions of the QBE Small Business Insurance Policy. At the back of the document *you'll* also find information about how *we'll* protect *your* privacy and how to make a complaint or access *our* dispute resolution service.

Because we don't know *your* own personal circumstances, *you* should treat any advice in this document as purely general in nature. It doesn't consider *your* objectives, financial situation or needs. *You* should carefully consider the information provided with regard to *your* personal circumstances to decide if it's right for *you*.

Words and terms in **bold** are headings. Headings have been included for ease of reference and it is understood and agreed that the terms and Conditions of this Policy are not to be construed or interpreted by reference to such headings.

Words and terms in *italics* have special meanings that are explained in **Definitions** located in each section (if they're only used in that section) and at the back of this document.

## Our agreement

When *you* pay or agree to pay *your* premium, we agree to provide *you* with insurance cover under the terms and conditions set out in this *policy*.

## Excesses

*You* must pay any excesses which apply to *your* claim. The excesses which *you* have to pay are set out in this Policy Wording or on *your policy schedule*.

## How much we'll pay

The most *we'll* pay for a claim is the sum insured which applies to the cover or section *you're* claiming under, less any excess.

## Goods & Services Tax

The sum insured that *you* choose should include Goods and Services Tax ('GST').

## Your policy documents

When you buy *your policy* it will be made up of this Policy Wording and *your policy schedule* which form *your* legal contract with us. Please keep them in a safe place for future reference. You should check the *policy schedule*, or renewal schedule if you are issued one, when you receive it to ensure it accurately states what you have insured.

## Sending you documents

Documents relating to *your insurance policy* will be sent by post or email. Where *you* have been given the choice, they will be sent by *your* chosen delivery method and *you* can change *your* preference at any time.

It is *your* responsibility to make sure *your* contact details are current (including telephone number, email and mailing address where relevant) and *you* must update these as soon as they change.

## For more information or to make a claim

Please take the time to read through this document and if *you* have any questions, need more information or to confirm a transaction, please contact *us*.

Full details of what *you* must do for *us* to consider *your* claim are provided in **Claims** at the end of this document. To make a claim under this *policy* please contact *us* on 133 723 or fill out *our* claim form online at [qbe.com/au/online-claims](http://qbe.com/au/online-claims).

We will only accept responsibility for repairs or payments to third parties under a claim where *you* have told *us* about them beforehand and we have accepted *your* claim.

## When there is more than one insured

When there is more than one insured on *your policy*, we may treat what any one of them says or does in relation to *your policy* or any claim under it, as said or done by each of the insureds. We may rely on a request from one insured to change or cancel *your policy* or tell *us* where a claim payment should be paid. Where a payment is made to one insured under this *policy*, we have no further obligations to any other insured regarding that payment.

## References to legislation

Legislation referenced in this *policy* includes subsequent legislation. Any term used in this *policy* and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

‘Subsequent legislation’ means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

## Your premium

*Your premium* is the cost of buying *your policy*. It is the amount we set by taking into account things like the chance of *you* making a claim under *your policy*, the overall cost of claims we expect to pay and *our* expenses of doing business as well as other commercial factors. *Your premium* also includes any discounts *you’ve* received, GST and other applicable government fees, duties and charges.

We use many factors in setting *your premium*. The importance we place on the factors we use can change, and how those factors combine in setting the premium will differ from customer to customer. The significant factors we use in setting *your premium* are:

1. the type of business *you* operate;
2. the *location* of *your* business;
3. which sections *you* choose to take cover under;
4. the sum insured that is relevant to *your* business;
5. *your* claims history;
6. if *you* elect to have a higher or lower excess (where this is an option).

## Cooling off period

If *you* change *your mind* about *your policy* and haven’t made a claim, *you* can cancel it within 21 days of the start or renewal date and *we’ll* give *you* a full refund. If *you* cancel *your policy* in these circumstances, *you* will have no cover under the *policy*.

To cancel *your policy* within the cooling-off period, contact *us*.

*You* can also cancel *your policy* outside the cooling-off period, see **Cancelling your policy**.

# Business liability section

## Definitions specific to this section

Term	Definition
<b>Business occupation</b>	<p>The business shown in <i>your policy schedule</i> including:</p> <ol style="list-style-type: none"><li>1. the provision and management of canteens, social, sports and welfare organisations for the benefit of <i>your employees</i>;</li><li>2. first aid, fire and ambulance services;</li><li>3. and the maintenance of <i>your premises</i>.</li></ol>
<b>Incidental contracts</b>	<ol style="list-style-type: none"><li>1. Any written rental agreement or lease of real or personal property not requiring an obligation to insure such property or be liable, regardless of fault.</li><li>2. Any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, steam, water, sewerage, reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, but not contracts in connection with work done for these authorities or entities.</li><li>3. Any written contract with any railway authority for the loading, unloading or transport of <i>your products</i> including contracts relating to the operations of railway sidings or right of access to railway property.</li></ol>
<b>Internet operations</b>	<ol style="list-style-type: none"><li>1. Use of electronic mail system;</li><li>2. access through <i>your network</i> to the World Wide Web or a public internet site; by <i>you</i> or <i>your employees</i>, including part time and temporary staff, contractors and others within <i>your business</i>;</li><li>3. access to <i>your Intranet</i> (meaning internal company information and computing resources) which is made available through the World Wide Web for <i>your customers</i> or others outside <i>your business</i>; and</li><li>4. the operation and maintenance of <i>your website</i>.</li></ol>

## Business liability section

Term	Definition
<b>Limit of liability</b>	The amount shown in <i>your policy schedule</i> .
<b>Medical persons</b>	Legally qualified medical practitioners, legally qualified nurses, dentists and first aid attendants.
<b>Occurrence</b>	An event which results in Personal Injury or <i>property damage</i> , neither expected nor intended from <i>your</i> standpoint. All Personal Injury or <i>property damage</i> , arising out of continuous or repeated exposure to substantially the same general conditions, shall be construed as arising out of one occurrence.
<b>Personal injury</b>	<ol style="list-style-type: none"><li>1. Bodily injury (and this expression includes death and illness), disability, shock, fright, mental anguish, mental injury;</li><li>2. false arrest, wrongful detention, false imprisonment or malicious prosecution;</li><li>3. wrongful entry or eviction;</li><li>4. a publication or utterance of a libel or slander or other defamatory or disparaging material;</li><li>5. assault and battery not committed by <i>you</i> or at <i>your</i> direction unless reasonably committed for the purpose of preventing or eliminating danger to person or property.</li></ol>
<b>Pollutant</b>	Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
<b>Property damage</b>	<ol style="list-style-type: none"><li>1. Physical damage to, loss or destruction of tangible property including any resulting loss of use of that property; or</li><li>2. loss of use of tangible property which has not been physically damaged, lost or destroyed provided such loss of use is caused by an <i>occurrence</i>.</li></ol>

Term	Definition
<b>You, your</b>	<ol style="list-style-type: none"> <li>1. the insured shown in <i>your policy schedule</i>;</li> <li>2. all <i>your</i> subsidiary companies (now or subsequently constituted) provided their places of incorporation are within <i>Australia</i> or any Territory of <i>Australia</i>;</li> <li>3. every director, executive officer, <i>employee</i>, partner or shareholder of <i>yours</i> or in a company designated in 1. or 2. but only whilst acting within the scope of their duties in such capacity;</li> <li>4. every principal of <i>yours</i>, in respect of that principal's liability caused by the performance of work for that principal, but subject always to the extent of coverage and the <i>limit of liability</i> provided by this <i>policy</i>;</li> <li>5. every office bearer or member of social and sporting clubs, canteen and welfare organisations and first aid, fire and ambulance services formed with <i>your</i> consent (but not an insured designated in paragraph 4. or 6.) in respect of claims arising from their duties connected with the activities of any such club, organisation or service;</li> <li>6. each partner, joint venturer, co-venturer or joint lessee of <i>yours</i> but only:             <ol style="list-style-type: none"> <li>(a) with respect to liability incurred as the partnership, joint venture, co-venture, joint lease; and</li> <li>(b) provided the partnership, joint venture, co-venture, joint lease has been notified to <i>us</i> within 60 days of formation and shown in <i>your policy schedule</i>;</li> </ol> </li> <li>7. any director or senior executive of <i>yours</i> in respect of private work undertaken by <i>your employees</i> for such director or senior executive.</li> </ol> <p><i>You/your</i> does not include the interest of any other person other than as described in 1. to 7. above.</p>
<b>Your products</b>	Any goods, products and property after they have ceased to be in the possession or under <i>your</i> control, which are or is deemed to have been manufactured, grown, extracted, produced, processed, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed by <i>you</i> (including any container thereof other than a <i>motor vehicle</i> ).

## **Cover**

### **1. Liability**

We will pay to *you* or on *your* behalf all sums *you* become legally liable to pay by way of compensation in respect of *personal injury* or *property damage* happening during the *period of insurance* and caused by an *occurrence* in connection with *your business occupation*.

### **2. Defence of claims**

With respect to the indemnity provided by this *policy* we will:

- (a) defend in *your* name and on *your* behalf any claim or legal action against *you* seeking damages on account of *personal injury* or *property damage*, even if the action is groundless, false or fraudulent. We will investigate, negotiate and settle any claim or legal action as we see fit;
- (b) pay all expenses incurred by *us*, all costs taxed against *you* in any such suit and all interest accruing after entry of judgement until we have paid, tendered or deposited in court such part of the judgement as does not exceed the limit of *our* liability;
- (c) reimburse *you* for all reasonable expenses, other than loss of earnings, *you* incur in connection with the defence of a claim or legal action that we have consented to reimburse (we will not unreasonably withhold consent);
- (d) pay reasonable expenses incurred by *you* for first aid to others at the time of *personal injury* caused by an *occurrence* (other than medical benefits or expenses prohibited by Australian Law).

The amount covered by 2. Defence of claims, will be paid by *us* in addition to the Limit of Liability other than:

- (e) any claim or judgement or to defend any claim or legal action after the Limit of Liability has been exhausted by payment of judgements or settlements;
- (f) when a payment exceeding the Limit of Liability has to be made to dispose of a claim. The amount we will pay is limited to the proportion of those costs, expenses and interest as the *limit of liability* bears to the amount paid to dispose of the claim.

### **3. Limit of Liability**

- (a) *Our maximum liability in respect of any claim or any series of claims for personal injury or property damage caused by or arising out of one occurrence shall not exceed the Limit of Liability.*
- (b) *Our total aggregate liability during any one period of insurance for all claims arising out of your products shall not exceed the Limit of Liability.*

## **Exclusions applying to this section**

We do not cover liability in respect of:

### **1. Employment liability**

Liability imposed:

- (a) by any relevant workers' compensation law;
- (b) by the provision of any industrial award, agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award, agreement or determination or contract of employment or workplace agreement; or
- (c) for and in respect of any liability arising out of any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination directly or indirectly related to employment or prospective employment of any person or persons by you,

provided that if you are:

- (d) required by law to insure or otherwise fund, whether through self-insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited or not) for such personal injury; or
- (e) not required to so insure or otherwise fund such liability by reason only that the personal injury is to a person who is not a worker or employee for the purposes of the relevant worker's compensation law or the personal injury is not an injury which is subject to such law,

then this policy section will respond to the extent that your liability would not be covered under such fund, scheme, policy of insurance or self-insurance arrangement, had you complied with your obligations pursuant to such law.

## **2. Property in custody or control**

*Property damage* to:

- (a) property owned by or leased or rented to *you*; or
- (b) property in *your* physical or legal control.

Exclusion 2. Property in custody or control does not apply to liability for *property damage* to:

- (c) business premises (including landlord's fixtures and fittings) which are leased or rented to *you*;
- (d) business premises (or their contents) not owned, leased or rented by *you* but temporarily occupied by *you*;
- (e) *motor vehicles* (not belonging to or used by or on *your* behalf) in *your* physical or legal control where the *property damage* occurs while the *motor vehicles* are in a car park from which *you* do not receive payment for the parking of the *motor vehicles*;
- (f) the property of an *employee* of *yours* or of one of *your* subsidiary companies;
- (g) all other property (excluding any *motor vehicle* which is registered or which is required under any legislation to be registered), not listed in (c) to (f) above in *your* physical or legal control, subject to a maximum *limit of liability* for any one occurrence of \$100,000.

## **3. Product defect**

Property damage to *your products* if the damage is attributed to any defect in them or to their harmful nature or unsuitability.

## **4. Loss of use**

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

- (a) a delay in or lack of performance by or on *your* behalf of any agreement;
- (b) the failure of *your products* to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by *you*, but this exclusion does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical damage to, or loss or destruction of *your products* after they have been put to use by any person or organisation other than those in items 1. or 2. of definition "*You, your*".

## 5. Product recall

Claims arising out of or resulting from the withdrawal, inspection, repair, replacement or loss of use of *your products* or of any property of which they form a part, if such products or property are withdrawn from the market or from use because of any known or suspected defect or deficiency in them.

## 6. Aircraft, aircraft products and watercraft

Claims arising out of:

- (a) the ownership, maintenance, operation or use by *you* of:
  - (i) any *aircraft*; or
  - (ii) any *watercraft* exceeding eight metres in length, except where such *watercraft* is owned and operated by others and is being used by *you* for business entertainment.
- (b) *your products* that are *aircraft* component parts used for maintaining an *aircraft* in flight or moving upon the ground or used in the construction of an *aircraft* hull or machinery which, to *your* knowledge, is incorporated in an *aircraft*.

## 7. Motor vehicles

Personal Injury or *property damage* arising out of the ownership, possession, operation, maintenance or use by *you* of any *motor vehicle*:

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

Exclusion 7. Motor vehicles (a) and (b) above do not apply to *personal injury* and *property damage* caused by:

- (i) the loading or unloading of goods to or from any *motor vehicle*;
- (ii) or arising from the operation or use of any *motor vehicle* which is designed primarily for lifting, lowering, loading, unloading, digging or drilling whilst being operated or used by *you* or on *your* behalf within the confines of *your* business premises;
- (iii) the use of any tool or plant forming part of or attached to or used in connection with any *motor vehicle* (except whilst the *motor vehicle* is travelling, transporting or carting goods) at any work site.

## **8. Contractual liability**

Any obligation assumed by *you* under any agreement except to the extent that:

- (a) the liabilities would have been implied by law if the contractual liability or obligation had not been agreed to;
- (b) the liabilities arise from a provision in a contract for lease of real or personal property other than a provision which obliges *you* to effect insurance or provide indemnity in respect of the subject matter of that contract;
- (c) the liabilities are assumed under *incidental contracts*;
- (d) the liabilities are assumed under those agreements specified on *your policy schedule*.

## **9. Professional liability**

The rendering of or failure to render professional advice or service by *you* or any related error or omission, but this exclusion does not apply to:

- (a) the rendering of or the failure to render professional medical advice by *medical persons* employed by *you* to provide first aid and other medical services on *your business premises*; or
- (b) *personal injury or property damage* arising therefrom, providing such professional advice or service is given for no fee.

## **10. Defamation**

The publication or utterance of defamatory matter:

- (a) made prior to the commencement of the *period of insurance*; or
- (b) made by *you* or at *your direction* with knowledge of its falsity; or
- (c) related to advertising, broadcasting, or telecasting activities conducted by *you* or on *your behalf*.

## **11. Pollution**

- (a) Personal injury or *property damage* caused by or arising out of the discharge, dispersal, release or escape of *pollutants* into or upon land, the atmosphere, or any water course or body of water, but Exclusion 11. Pollution does not apply if the discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place;
- (b) any costs and expenses incurred in the prevention, removal, nullifying or clean-up of such contamination or pollution but Exclusion 11. Pollution does not apply to clean up, removal or nullifying expenses only, which are consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in *personal injury* and/or *property damage*.

*Our liability under Exclusion 11. Pollution (a) and (b) in respect of any one discharge, dispersal, release, escape and for all discharges, dispersals, releases and escape of pollutants during any one period of insurance shall not exceed the limit of liability.*

## **12. Territorial limits**

- (a) Claims made and actions instituted within the United States of America (USA) or Canada or any other Territory coming within the jurisdiction of the courts of the USA or Canada;
- (b) claims and actions to which the laws of the USA or Canada apply;  
provided that:
- (c) Exclusion 12. Territorial limits does not apply to claims and actions arising from the presence outside *Australia* of any person who normally resides in *Australia* and who is not undertaking manual work or supervision of work of any kind whilst in the USA or Canada;
- (d) the *limit of liability* in respect of cover provided under Exclusion 12. Territorial limits, is inclusive of all costs, expenses and interest as set out in Cover 2. Defence of claims of this section.

## **13. Exports to the USA or Canada**

Claims in respect of *personal injury* and/or *property damage* caused by or arising out of *your products* knowingly exported by you, or *your agents* or servants, to the USA or Canada.

## **14. Asbestos**

Any actual or alleged liability for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

## **15. Faulty workmanship**

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

## **16. Fines, penalties or liquidated damages**

For the cost of fines penalties or liquidated damages imposed on you.

## **17. Punitive damages**

Punitive damages, exemplary damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages.

## **18. Assault and battery**

Personal Injury or *property damage* caused by or arising from assault and battery committed by you or at your direction unless reasonably necessary for the protection of persons or property.

## **19. Defect in design**

Any defective or deficient design or error in specification or formula provided by you for a fee.

## **20. Inefficacy of computers, computer software and computer consulting**

- (a) Property Damage to computer data, or any *consequential loss* resulting from such *property damage*, resulting from your use of any computer hardware and/or software;
- (b) any claims based upon or arising from any act, error, or omission in the provision of computer services by you or on your behalf.

## **21. Treatment or dispensing**

- (a) The treatment of humans or animals for any physical or mental deficiency, injury, illness or disease; or
- (b) the dispensing of drugs, medicines, pharmaceuticals, supplies or artificial aids; except as provided under Exclusion 9. Professional liability under this section.

## **22. Molestation**

The molestation of or interference with any person by:

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

Further, we will not have any duty to defend any action, suit or proceedings brought against *you* (or any other person or body corporate who might otherwise, but for Exclusion 22. Molestation of this section, be entitled to indemnity under this *policy*) which either directly or vicariously seeks compensation in respect of such molestation or interference as above or any *personal injury* resultant therefrom.

## **23. Participants**

Personal Injury or *property damage* to property of any person caused by or arising out of the participation of such person or his/her property in any sporting exercise or activity such as, but not limited to aerobics, athletics, any competitive team event, all codes of football, activities under, on or in water, racing of any kind, aerial activities or equestrian activities. This exclusion does not apply to people racing while only using their own feet for movement or playing golf, lawn bowls and similar sports.

## **24. Welding activities**

Claims caused by or arising out of grinding, arc or flame cutting, flame heating, arc or gas welding or similar operation, unless such activity is conducted in strict compliance with the Australian Standard AS1674.1-1997 (Safety in welding and allied processes) or any subsequent amendments or replacement Australian Standards.

## **25. Internet operations**

Personal Injury or *property damage* arising directly or indirectly out of, or in any way involving *your internet operations*.

This exclusion does not apply to *personal injury* or *property damage* arising out of any material which is already in print by the manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its website.

Nothing in this exclusion shall be construed to extend coverage under this *policy* to any liability which would not have been covered in the absence of this exclusion.

## **26. Electronic data and media**

Property damage to electronic and/or computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:

- (a) the use of any electronic and/or computer hardware or software;
- (b) the provision of electronic and/or computer and/or telecommunication services by *you* or on *your* behalf;
- (c) the use of electronic and/or computer hardware or software belonging to any third party, whether authorised or unauthorised, including damage caused by any computer virus.

## **Conditions applying to this section**

### **1. Jurisdiction**

All disputes arising out of or under this *policy* will be subject to determination by any court of competent jurisdiction within *Australia* according to the law applicable to the jurisdiction.

### **2. Joint insureds**

Where *you* comprise more than one party each of the parties will be considered as a separate and distinct unit and the words '*you*' and '*your*' shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of them, provided that nothing in this condition will result in an increase of *our* Limit of Liability in respect of any *occurrence* or *period of insurance*.

### **3. Notices**

*You* must as soon as possible give to *us* notice in writing of:

- (a) every *occurrence*, claim, writ, summons, proceeding, impending prosecution, and inquest together with all relevant information which may result in a claim under this *policy*, whether or not *you* believe any claim amount might fall below the applicable excess;
- (b) every change that comes to *your* knowledge which *you* know materially varies any of the facts or circumstances *you* disclosed to *us* when *you* took out or renewed this *policy*.

Any notice given in writing by *us* to the first named insured shown on *your* *policy schedule* will be treated as notice to each of the parties *you* comprise.

Any notice we give *you* will be in writing and will be effective once it's delivered to *you*.

## 4. Subrogation

In the event of a payment under this *policy* to or on behalf of *you* we will, subject to the *Insurance Contracts Act 1984* (Cth), be subrogated to all *your* rights of recovery against all persons and organisations and *you* must execute and deliver instruments and papers and do everything that is necessary to assist *us* in the exercise of those rights.

## 5. Discharge of liabilities

We may at any time pay to *you* in respect of all claims against *you* arising from an Occurrence, the balance of the *limit of liability* or any smaller sum for which the claim or claims can be settled and upon that payment we will relinquish conduct or control of and be under no further liability under this section in connection with those claims except for costs, charges and expenses:

- (a) recoverable from *you* for all or part of the period prior to the date of such payment;
- (b) incurred by *us*;
- (c) incurred by *you* with *our* written consent (which we will not unreasonably withhold) prior to the date of such payment.

The sum for which the claim or claims can be settled is either:

- (d) the amount for which the claimants offer to settle all claim or claims; or
- (e) the amount assessed by a *Senior Counsel*, taking into account:
  - (i) the economics of the matter;
  - (ii) the damages and costs which the claimants are likely to recover;
  - (iii) the likely defence costs; and
  - (iv) *your* prospects of successfully defending the claim.

If *you* and we cannot agree on the *Senior Counsel*, we will ask the President of the Bar Association in the relevant State or Territory to nominate one.

We will include the cost of the *Senior Counsel's* opinion in *your* defence costs.

## **6. Reasonable care**

*You must:*

- (a) exercise reasonable care that only competent *employees* are employed and take reasonable measures to maintain all business premises, fittings and plant in sound condition;
- (b) take all reasonable precautions to prevent *personal injury* and *property damage*, and prevent the manufacture, sale or supply of defective products;
- (c) comply with and ensure that *your employees*, servants and agents comply with all statutory obligations, by-laws or regulations imposed by all relevant public authorities for the:
  - (i) safety of persons or property;
  - (ii) disposal of waste products;
  - (iii) handling, storage or use of flammable liquids or substances, gases or toxic chemicals.
- (d) at *your own expense* take reasonable action to trace, recall or modify any of *your products* containing any defect or deficiency of which *you* have knowledge or have reason to suspect, including (but not limited to) any of *your products* subject to governmental or statutory ban.

## **7. Inspection of property**

- (a) In the event of a claim, *we* will be permitted but not obligated to inspect *your property* and operations at any time. *We* will only do this with reasonable notice.
- (b) Neither *our* right to inspect nor *our* failure to inspect, nor the making of any inspection nor any report of an inspection may be used by *you* or others in any action or proceeding involving *us*.
- (c) *We* may examine and audit *your books* and records at any time during the *period of insurance* and within three years thereafter but that examination and audit will be restricted to matters which are relevant to the *policy*.

## Optional covers applying to this section

### Consumer protection cover for Queensland electricians

If you select this optional cover it will be shown in *your policy schedule* and an additional premium will apply. This optional cover is applicable only in relation to *electrical work* performed in Queensland.

#### Definitions specific to this optional cover

Term	Definition
<b>Business liability</b>	The policy of insurance covering an <i>occurrence</i> which caused <i>personal injury</i> to a third party, or any loss or damage to the property of a third party other than the work itself, directly or indirectly arising from the activities as an electrical contractor directly or indirectly arising from <i>your products</i> or activities.
<b>Certificate of Test</b>	The certificate required under Section 169 of the <i>Electricity Act and Regulations 2002</i> (Qld).
<b>Completed electrical work</b>	<ol style="list-style-type: none"> <li>1. electrical work for which the electrical contractor has issued a <i>Certificate of Test</i>; or</li> <li>2. work the electrical contractor has connected to supply.</li> </ol>
<b>Consumer protection</b>	<p>Any consequential financial loss reasonably incurred by the building owner as a result of any defects or non-completion of the <i>electrical work</i> (as described in this optional cover) including but not limited to:</p> <ol style="list-style-type: none"> <li>1. any loss of any deposit or progress payments or any part of progress payments;</li> <li>2. the cost of alternative accommodation, removal and storage costs that are reasonably and necessarily incurred; and</li> <li>3. non-completion of <i>electrical work</i> due to:             <ol style="list-style-type: none"> <li>(a) the death or legal incapacity of the electrical contractor;</li> <li>(b) the <i>disappearance</i> of the electrical contractor;</li> </ol> </li> </ol>

<b>Term</b>	<b>Definition</b>
<b>Consumer protection</b>	(c) the electrical contractor becoming <i>insolvent under administration</i> ;
(continued)	(d) the cancellation or suspension of the electrical contractor's licence under the <i>Electricity Act and Regulations 2002</i> (Qld); (e) the early termination of the <i>contract</i> by the building owner as a result of the electrical contractor's wrongful failure or refusal to complete the <i>electrical work</i> .
<b>Contract</b>	A written agreement to carry out <i>electrical work</i> and includes a domestic building contract or other building contract that includes <i>electrical work</i> .
<b>Defects in domestic electrical work</b>	<ol style="list-style-type: none"><li>1. a failure to carry out <i>electrical work</i> consistent with current electricity legislation, industry practices and standards and in accordance with any plans and specifications set out in the <i>contract</i>;</li><li>2. a failure to use materials in the <i>electrical work</i> that are good and suitable for the purpose for which they are used;</li><li>3. the use of materials in the <i>electrical work</i> that are not new unless the <i>contract</i> expressly permits the use of materials that are not new;</li><li>4. a failure to carry out the <i>electrical work</i> in accordance with and in compliance with all laws and legal requirements or any applicable Australian or other relevant standard or code of practice including without limiting the generality of this paragraph, the <i>Electricity Act 2002</i> (Qld) with any amendments and regulations made under that Act;</li><li>5. a failure to carry out <i>electrical work</i> with due care or skill and in the case of <i>domestic electrical work</i> a failure to complete the <i>electrical work</i>:<ol style="list-style-type: none"><li>(a) by the date or within the period specified by the <i>contract</i>;</li><li>(b) within a reasonable time if no date or period is specified;</li></ol></li></ol>

Term	Definition
<b>Defects in domestic electrical work</b>	<p>(continued)</p> <p>6. if the <i>contract</i> states the particular purpose for which the <i>electrical work</i> is required or the result which the building owner wishes the work to achieve so as to show that the building owner relies on the electrical contractor's skill and judgement, a failure to ensure that the <i>electrical work</i> and any materials used in carrying out the <i>electrical work</i>:</p> <ul style="list-style-type: none"> <li>(a) are fit for the purpose;</li> <li>(b) are of such a nature and quality that they will achieve that result;</li> </ul> <p>7. a failure to maintain a standard or quality of <i>electrical work</i> specified in the <i>contract</i>;</p> <p>8. a reference to any material in sub-clause 3., 4. or 7. above does not include any material that is supplied by the building owner or the building owner's agent.</p>
<b>Disappearance</b>	Cannot be found after due search and enquiry.
<b>Domestic dwelling</b>	<p>Any residential premises but other than:</p> <ol style="list-style-type: none"> <li>1. any residence that is not intended for permanent habitation;</li> <li>2. a rooming house;</li> <li>3. a motel, residential club, residential hotel, or residential part of licensed premises;</li> <li>4. a nursing home, hospital, or accommodation associated with a hospital;</li> <li>5. the common areas under the control of the Body Corporate in residential villas, townhouses, duplex, triplex, quadruplex or home units which make up the Body Corporate; or</li> <li>6. any <i>watercraft</i>.</li> </ol>
<b>Domestic electrical work</b>	Work for a <i>domestic dwelling</i> proprietor or for individual proprietors of single <i>domestic dwellings</i> forming part of residential villas, townhouses, duplex, triplex, quadruplex or home units.
<b>Electrical work</b>	Has the meaning defined in the <i>Electricity Act and Regulations 2002</i> (Qld).

## Business liability section

Term	Definition
<b>Insolvent under administration</b>	A person who is bankrupt in respect of a bankruptcy from which the person has not been discharged and includes a person:
	<ol style="list-style-type: none"><li>1. who has executed a deed of arrangement under Part X of the <i>Bankruptcy Act</i> (Cth), (or the corresponding provisions of the law of another jurisdiction) where the terms of the deed have not been fully complied with; and</li><li>2. whose creditors have accepted a composition under Part X of the <i>Bankruptcy Act</i> (Cth), (or the corresponding provisions of the law of another jurisdiction) where a final payment has not been made under that composition.</li></ol>

**Limit of liability** The limit of liability shown in *your policy schedule*.

**Trade practices liability** Any liability that arises as a result of conduct by the electrical contractor that contravenes the *Competition and Consumer Act 2010* (Cth) and the *Fair Trading Act 1989* (Qld) other than any fine or penalty imposed by such contravention.

## Cover

In *our* ‘Business liability’ section *you* will find cover for public liability and products liability. In this optional cover *you* will find cover for:

1. defects in *electrical works*;
2. *trade practices liability*;
3. liability arising from the testing of *your own work and the work of others*;
4. *defects in domestic electrical work* - Resultant and *personal injury, property damage or loss* arising from incorrect advice or design;
5. *defects in domestic electrical work* - Non-completion of *domestic electrical work*;
6. *consumer protection*.

## Limit of liability

Our liability under this optional cover is limited to:

1. in respect of *trade practices liability* the maximum amount we will pay is the cost of rectifying the relevant *electrical work*;
2. for all other liability referred to in Cover 1., 3., 4., 5., and 6. the maximum amount we will pay is:
  - (a) \$50,000 per any one claim or service of claim in relation to a *Certificate of Test* or if the *Certificate of Test* relates to more than one home;
  - (b) \$50,000 in respect of each domestic installation.
3. for the reasonable legal costs and expenses associated with successful enforcement of a claim against *you* or *us*.

## Exclusions applying to this optional cover

We do not cover *you*:

1. for any loss, damage or liability resulting from:
  - (a) a product defect provided that:
    - (i) we bear the onus of establishing that the claim (or part of a claim) is based on a product defect; and
    - (ii) we agree that nothing in this Exclusion 1. removes the cover given to *you* by this optional cover in relation to *you* supplying or using any appliance, material, substance or other thing that *you* were aware was defective, or that *you* should reasonably be aware was defective.
  - (b) fair wear and tear or depreciation of *electrical work*; or
  - (c) a failure by the building owner to reasonably maintain the *electrical work*.
2. for consequential financial loss resulting from non-domestic *electrical work*.
3. for any loss, damage or liability directly or indirectly caused by, contributed to, or arising from exposure to asbestos.
4. in respect of all legal costs of any person making a claim against *you* that are not directly or indirectly related to:
  - (a) the enforcement of this *policy*; or
  - (b) a liability in respect of which *you* are covered under this *policy*.
5. for claims for liquidated damage for delay or damages for delay that may arise under contract provided that this exclusion does not apply to increases in rectification costs caused by a delay.

## Conditions applying to this optional cover

### 1. Period of cover

- (a) for the liabilities referred to in Cover 1., 2., and 4., of this optional cover, *you* are only covered in respect of *electrical work* of which a *Certificate of Test* is required from the time *you* agree to carry out that work until:
  - (i) seven years after *you* last issued the *compliance certificate* in relation to that work; or
  - (ii) if *you* did not issue a *compliance certificate* in relation to the work, seven years after *you* stopped carrying out that work.
- (b) *you* are covered in respect of *electrical work* for which a *compliance certificate* is required for *completed electrical work* liability that arises from *personal injury* to a third party or loss or damage to the property of a third party (other than property that is part of the *electrical work* itself) that occurs during the *period of insurance* caused by an occurrence that happens in connection with the carrying out of the *electrical work* (regardless of when the *electrical work* was carried out).
- (c) Cover 1., 2., and 4., of this optional cover continues to apply throughout the relevant period specified in Condition 1.(a) of this optional cover even if *you* cease to be a licensed or registered electrician before the end of that period and even if *you* cease to maintain this *policy*.

### 2. Compliance with court orders, etc.

We agree to comply with any order made against *you* by a court, the disputes or any other competent judicial body, in respect of any liability for which *you* are indemnified under this optional cover (including any excess that *you* may be obliged to pay to *us*).

### 3. Limitation for common property

- (a) this Condition 3. applies if a claim is paid by *us* in relation to the common property of a building or complex or multiple homes and the property in which the building or complex stands, and on which *electrical work* is carried out, is subject to the *Subdivision Act 1988*;
- (b) we will reduce the amount we pay under this *policy* in respect of any one home in the building or complex by an amount calculated by dividing the amount of the claim paid by *us* by the number of homes in the building or complex.

## **4. Limitation concerning non-completion of work**

If *you* fail to complete *electrical work* for any reason then this *policy* does not cover *you* for claims for the whole or a specified part of any payment made under a contract that exceeds the value of the work completed at the time of payment.

## **5. Deemed acceptance of claims**

This Condition 5:

- (a) applies in relation to *domestic electrical work* only;
- (b) does not apply in relation to *completed electrical works* liability.

We agree to accept liability for a claim if we do not notify the person making the claim within 90 days from when we receive the claim in writing that we accept or dispute the claim, unless we obtain an extension of time from the person in writing or from the Disputes Tribunal.

## **6. Ministerial order to prevail in the case of conflict with this policy**

We agree that if any term of this *policy* conflicts or is inconsistent with the electrical contractors insurance requirements which outlines the requirements for electrical contractors insurance required under Section 43 of the *Electricity Act and Regulations 2002* (Qld), then this *policy* is to be read and to be enforceable as if it complied with that document.

## **7. Claims not to be refused on the grounds that policy obtained by fraud, etc.**

- (a) this Condition 7. applies in relation to *domestic electrical work* only;
- (b) we will not refuse to pay a claim (other than a claim in respect of *completed electrical work* liability) under this *policy* on the ground that this *policy* was obtained by misrepresentation, fraud or non-disclosure by *you* or anyone acting on *your* behalf;
- (c) *you* agree that if we make a payment under this *policy* to, or for the benefit of, a building owner under the circumstances contemplated by this Condition 7., by doing so we are not restricting *our* right to recover that payment from *you*.

## **8. Insurer must give effect to certificates**

- (a) if we give *you* a certificate stating that *you* are covered by insurance, we agree that we will not refuse to pay a claim on that insurance (other than a claim in respect of *completed electrical work* liability) under this *policy* on the ground that *you* have not paid the premium for the insurance;
- (b) *you* agree that if we make a payment under this *policy* to, or for the benefit of, a building owner under the circumstances contemplated by this Condition 8.(c), by doing so we are not restricting *our* right to recover that payment from *you*;
- (c) this Condition 8. only applies in relation to *domestic electrical work*.

## **9. Deemed notice of defects**

We agree that if a person gives notice of defects in writing to *you* or *us*, that person is to be taken for the purposes of this *policy* to have given notice of all defects of which the defect notified are directly or indirectly related, whether or not the claim in respect of the defects that were actually notified has been settled.

## **10. Claimant may enforce this policy directly in certain cases**

*We* and *you* both agree:

- (a) that a person who is entitled to claim against *you* in respect of any liability for which *you* are indemnified under this *policy* may enforce this *policy* directly against *us* for the person's own benefit if:
  - (i) any event listed in cover of this optional cover occurs; or
  - (ii) *you* refuse to make a claim against *us*; or
  - (iii) there is an irretrievable breakdown of communication between *you* and *us*; and
- (b) that for the purpose of such enforcement the person has the same rights and entitlements as *you* would have had under any legislation applicable to *you*; and
- (c) that we will pay to the person the full amount of any liability for which *you* are indemnified under this *policy* despite any failure by *you* to pay any excess that *you* are required to pay.

## 11. Section 54 of the *Insurance Contracts Act 1984* to apply

- (a) we acknowledge that Section 54 of the *Insurance Contracts Act 1984* (Cth) applies to this *policy*;
- (b) despite Condition 11(a), we agree that we will not rely on Section 54 to reduce *our* liability under this *policy* or to reduce any amount that is otherwise payable in respect of a claim by reason only of a delay in a claim being notified to *us* if:
  - (i) the person who makes the claim notifies *you*, either orally or in writing; or
  - (ii) that person or *you* notifies *us* in writing within 180 days of the date when the person first became aware, or might reasonably be expected to have become aware, of some fact or circumstance that might give rise to the claim.

## 12. Notification concerning claims settled

We and *you* both agree that we will notify the Electrical Licensing Board in writing in the manner required by the Electrical Licensing Board of the settling of payment of any claim under this optional cover.

## 13. Conflicting provisions

- (a) nothing in this optional cover should be read as limiting indemnity under this optional cover with respect of any defect as a result of any error in design, specification formula or pattern or the provision of advice that is incidental to any *electrical work* undertaken by the electrician;
- (b) to the extent that Condition 13.(a) is in conflict with any other condition in this optional cover, Condition 13.(a), will prevail.

## 14. Excess

You are liable to pay *us* in respect of each claim paid by *us* under this *policy* the amount paid by *us* or the amount shown in *your policy schedule* as the excess. You are not liable to pay an excess more than once in relation to any claim comprising more than one defect or two or more claims that relate to the same defect.

## **15. You must co-operate with us**

- (a) *you* agree in relation to a claim or prospective claim:
  - (i) to make reasonable efforts to assist and inform *us* or *our* agent; and
  - (ii) to attend the relevant building site for the purpose of inspecting, rectifying or completing *electrical work* (unless the building owner refuses *you* access to the site);
- (b) we may reduce the amount of a claim by a building owner by an amount that reasonably represents the cost resulting from an unreasonable refusal by the building owner to give *you* access to a building site if we have asked *you* to attend the site.

## **16. Provision concerning cancellation**

We agree that the cancellation of this *policy*:

- (a) will only take effect 30 days after we give both the Electrical Licensing Board and *you* notice in writing of the cancellation; and
- (b) has no effect on any of *our* obligations under this *policy* with respect to the liabilities referred to in Cover 1., 2. and 4. of this optional cover in relation to *electrical work* that was carried out while this *policy* was in force; and
- (c) has no effect on any of *our* obligations under this *policy* with respect to the liabilities referred to in Cover 3. and 4. of this optional cover in relation to any *personal injury* to a third party or loss or damage to the property of a third party (other than property that is part of the *electrical work* itself) that occurred while this *policy* was in force.

## Consumer protection cover for Victorian plumbers

If you select this optional cover it will be shown in *your policy schedule*, and an additional premium will apply.

This optional cover is applicable only in relation to Plumbing work performed in Victoria.

### Definitions specific to this optional cover

Term	Definition
<b>Building owner</b>	<p>The person for whom <i>plumbing work</i> has been, is being, or is about to be, carried out and includes:</p> <ul style="list-style-type: none"> <li>(a) any occupier of the land, building or <i>home</i> where the <i>plumbing work</i> is carried out; and</li> <li>(b) any person who is the owner for the time being of that land, building or <i>home</i>; and</li> <li>(c) if the <i>plumbing work</i> is carried out on land in a plan of subdivision containing common property, the body corporate for that land or a building on that land; and</li> <li>(d) any assignee of the <i>building owner's</i> rights under a <i>contract</i>; and</li> <li>(e) any person who has contracted with another person to provide the <i>plumbing work</i>.</li> </ul>
<b>Completed work liability</b>	<p>Any liability that arises as a result of any <i>personal injury</i> to a third party, or loss or damage to the property of a third party (other than property that is part of the <i>plumbing work</i> itself), directly or indirectly related to or arising from the <i>plumbing work</i>:</p> <ul style="list-style-type: none"> <li>(a) after the issue of the <i>compliance certificate</i> for the <i>plumbing work</i>; or</li> <li>(b) if you do not issue a <i>compliance certificate</i> for the <i>plumbing work</i>, <i>plumbing work</i> which you carried out but only after you stopped carrying out that work.</li> </ul>
<b>Compliance certificate</b>	A certificate referred to in Section 221ZH of the <i>Building Act 1993</i> (Vic).

<b>Term</b>	<b>Definition</b>
<b>Contract</b>	A contract to carry out <i>plumbing work</i> and includes a domestic building contract or other building contract that includes <i>plumbing work</i> .
<b>Defects</b>	<p>In relation to <i>plumbing work</i> includes:</p> <ul style="list-style-type: none"><li>(a) a failure to carry out the <i>plumbing work</i> in a proper and workmanlike manner and in accordance with any plans and specifications set out in the <i>contract</i>;</li><li>(b) failure to use materials in the <i>plumbing work</i> that are good and suitable for the purpose for which they are used;</li><li>(c) the use of materials in the <i>plumbing work</i> that are not new (unless the <i>contract</i> permits use of materials that are not new);</li><li>(d) a failure to carry out the <i>plumbing work</i> in accordance with, and in compliance with, all laws and legal requirements including, without limiting the generality of item (d) of this definition, the <i>Building Act 1993</i> (Vic) and any regulations made under that Act;</li><li>(e) a failure to carry out the <i>plumbing work</i> with reasonable care and skill and, in the case of <i>domestic plumbing work</i>, a failure to complete the work:<ul style="list-style-type: none"><li>(i) by the date (or within the period) specified by the <i>contract</i>; or</li><li>(ii) within a reasonable time, if no date (or period) is specified;</li></ul></li><li>(f) if the <i>contract</i> states the particular purpose for which the <i>plumbing work</i> is required, or the result which the <i>building owner</i> wishes the <i>plumbing work</i> to achieve, so as to show that the <i>building owner</i> relies on your skill and judgement, a failure to ensure that the <i>plumbing work</i> and any material used in carrying out the <i>plumbing work</i>:<ul style="list-style-type: none"><li>(i) are reasonably fit for that purpose; or</li><li>(ii) are of such a nature and quality that they might reasonably be expected to achieve that result;</li></ul></li><li>(g) a failure to maintain a standard or quality of <i>plumbing work</i> specified in the <i>contract</i>.</li></ul>

<b>Term</b>	<b>Definition</b>
<b>Defects</b> (continued)	A reference to any material in the meaning of defect, (b), or (f) does not include any material that is supplied by the <i>building owner</i> (or the <i>building owner's agent</i> ).
<b>Defects liability</b>	Liability to pay for the costs of rectifying any <i>defect in your plumbing work</i> carried out in Victoria.
<b>Disappearance</b>	Cannot be found after due search and inquiry.
<b>Domestic plumbing work</b>	<p><i>Plumbing work</i> performed or intended to be performed on or in relation to:</p> <ul style="list-style-type: none"> <li data-bbox="318 595 464 619">(a) a <i>home</i>; or</li> <li data-bbox="318 643 945 698">(b) any building or structure on land on which a <i>home</i> is or is intended to be situated.</li> </ul>
<b>Home</b>	<p>Any residential premises and includes any part of a commercial or industrial premises that is used as a residential premises and also includes any houseboat that is less than eight metres in length, but does not include:</p> <ul style="list-style-type: none"> <li data-bbox="318 889 1001 913">(a) any residence that is not intended for permanent habitation; or</li> <li data-bbox="318 928 923 992">(b) a rooming house within the meaning of the <i>Residential Tenancies Act 1997</i> (Vic); or</li> <li data-bbox="318 1008 1001 1103">(c) a motel, a residential club, a residential hotel or a residential part of licensed premises under the <i>Liquor Control Reform Act 1998</i> (Vic); or</li> <li data-bbox="318 1119 1001 1183">(d) a nursing home, a hospital or accommodation associated with a hospital; or</li> <li data-bbox="318 1198 990 1278">(e) any residence that the regulations made under the <i>Domestic Buildings Contracts Act 1995</i> (Vic) state is not a home for the purposes of the definition of 'Home' in that Act.</li> </ul>

<b>Term</b>	<b>Definition</b>
<b>Insolvent under administration</b>	A person who:  (a) under the <i>Bankruptcy Act 1966</i> (Cth) or the law of an external Territory, is a bankrupt in respect of a bankruptcy from which the person has not been discharged; or  (b) under the law of an external Territory or the law of a foreign country, has the status of an undischarged bankrupt;  and includes:  (c) a person any of whose property is subject to control under:  (i) section 50 or Division 2 of Part X of the <i>Bankruptcy Act 1966</i> (Cth); or  (ii) a corresponding provision of the law of an external Territory or the law of a foreign country; or  (d) a person who has executed a personal insolvency agreement under:  (i) Part X of the <i>Bankruptcy Act 1966</i> (Cth); or  (ii) the corresponding provisions of the law of an external Territory or the law of a foreign country,  where the terms of the agreement have not been fully complied with.
<b>The Ministerial Order</b>	The Licensed Plumbers General Insurance Order 2002 made under Section 221ZQ and 221ZT of the <i>Building Act 1993</i> (Vic).
<b>Non-domestic plumbing work</b>	Plumbing work that is not domestic plumbing work.
<b>Product defect</b>	A defect in any appliance, material, substance or other thing that was supplied or used by <i>you</i> in connection with <i>plumbing work</i> .
<b>Plumbing work</b>	Has the same meaning as in Section 221C of the <i>Building Act 1993</i> (Vic).
<b>Trade practices liability</b>	Any liability for the cost of rectifying any defect in <i>plumbing work</i> carried out in Victoria that arises as a result of conduct by <i>you</i> in connection with the <i>plumbing work</i> that contravenes Section 198, 19, 34, 60 or 61 of the <i>Competition and Consumer Act 2010</i> (Cth) or Section 9, 11 or 12 of the <i>Fair Trading Act 1999</i> (Vic).

## Cover

In our 'Business liability' section you will find cover for public liability and products liability.

In this optional cover you will find cover for:

1. *defects liability*;
2. *trade practices liability*;
3. In respect of *domestic plumbing work* carried out in Victoria any liability arising from:
  - (a) any consequential financial loss reasonably incurred by the *building owner* as a result of any *defects* or non-completion of the *plumbing work* (as described in Cover 3.(b)), including but not limited to:
    - (i) the loss of any deposit or progress payment (or any part of any deposit or progress payment); and
    - (ii) the cost of alternative accommodation, removal and storage costs that are reasonably and necessarily incurred; and
  - (b) non-completion of the plumbing work due to:
    - (i) *your death or legal incapacity*;
    - (ii) *your disappearance*;
    - (iii) *you becoming insolvent under administration*;
    - (iv) the cancellation or suspension of *your licence* as a licensed plumber under the *Building Act 1993* (Vic); or
    - (v) the early termination of the *contract* by the *building owner* as a result of *your wrongful failure or refusal to complete the plumbing work*.

The cover provided under Cover 3.(b), also applies to any *contract* for both *domestic plumbing work* and *non-domestic plumbing work* in which the non-domestic plumbing component does not exceed 20% of the total *contract* value.

## Limit of liability

*Our* liability under this optional cover is limited to:

1. \$50,000 for any one claim or series of claims in relation to *domestic plumbing work* for which a *compliance certificate* is required, (or if a *compliance certificate* relates to more than one *home*, an amount not exceeding \$50,000 for each *home*);
2. \$100,000 for any one claim or series of claims in relation to a *compliance certificate* for *non-domestic plumbing work*;
3. the reasonable cost of rectifying *plumbing work* under the *trade practices liability* cover.

The most we will pay under this optional cover, in any one *period of insurance* is \$5,000,000.

## Defence of claims

In addition to the *limit of liability* we also pay the reasonable legal costs and expenses associated with the successful enforcement of a claim against *you* or *us*.

However, we will not pay the legal costs of any person making a claim against *you* that are not directly or indirectly related to:

1. the enforcement of this optional cover; or
2. a liability in respect of which *you* are covered under this optional cover.

Provided that:

- (a) we will not be obliged to pay any claim or judgement or to defend any claim or legal action after the *limit of liability* has been exhausted by payment of judgements or settlements;
- (b) if a payment exceeding the *limit of liability* has to be made to dispose of a claim, *our* liability to pay any legal costs and expenses under this clause will be limited to that proportion of those legal costs and expenses as the *limit of liability* bears to the amount paid to dispose of the claim.

## Exclusions applying to this optional cover

We do not cover you for:

1. any *defects liability* resulting from a *product defect* provided that:
  - (a) we bear the onus of establishing that the claim (or part of the claim) is based on a *product defect*; and
  - (b) we agree that nothing in this exclusion removes the cover given to *you* by this optional cover in relation to *you* supplying or using an appliance, material, substance or other thing that *you* were unaware was defective or that *you* should not reasonably have been aware was defective.
2. any loss, injury or damage resulting from:
  - (a) fair wear, tear or depreciation of *plumbing work*; or
  - (b) a failure by the *building owner* to reasonably maintain *plumbing work*.
3. any consequential financial loss in relation to *non-domestic plumbing work*.
4. claims for liquidated damages for delay, or damages for delay, that may arise under a *contract* provided that this exclusion does not apply to any increase in rectification costs caused by the delay.

## Conditions applying to this optional cover

### 1. Period of cover

For *defects liability*, *trade practices liability* and liabilities referred to in Cover 3. of this optional cover, *you* are only covered in respect of *plumbing work* for which a *compliance certificate* is required from the time *you* agree to carry out that work until:

- (a) six years after *you* last issued the *compliance certificate* in relation to that work; or
- (b) if *you* did not issue a *compliance certificate* in relation to the work, six years after *you* stopped carrying out that work.

The cover provided for *defects liability*, *trade practices liability* and liabilities referred to in Cover 3. of this optional cover continues to apply throughout the relevant period specified in this condition even if *you* cease to be a licensed plumber before the end of that period and even if *you* cease to maintain this optional cover.

### 2. We will comply with court orders

*We* agree to comply with any order made against *you* by a court, the Victorian Civil and Administrative Appeals Tribunal or any other competent judicial body, in respect of any liability for which *you* are indemnified under this optional extension, (including any excess that *you* may be obliged to pay to *us*).

### **3. Deemed acceptance of claims**

Applies in relation to *domestic plumbing work* only.

We agree to accept liability for a claim if we do not notify the person making the claim within 90 days from when we receive the claim in writing that we accept or dispute the claim, unless we obtain an extension of time from the person in writing or from the Victorian Civil and Administrative Appeals tribunal.

### **4. Ministerial Order to prevail in the case of conflict**

We agree that if any term of this optional cover conflicts, or is inconsistent with *the Ministerial Order*, then this optional extension is to be read and to be enforceable as if it complied with that Order.

### **5. Claims not to be refused on the grounds that the *Policy* obtained by fraud, etc.**

Applies in relation to *domestic plumbing work* only.

We agree that we will not refuse to pay a claim under this optional cover, on the ground that this optional cover, was obtained by misrepresentation, fraud or non-disclosure by *you* or anyone acting on *your* behalf.

*You* agree that if we make a payment under this optional cover to, or for the benefit of any other person under the circumstances contemplated by Condition 5., by doing so we are not restricting *our* right to recover that payment from *you*.

### **6. We give effect to certificates**

Applies in relation to *domestic plumbing work* only.

If we give *you* a certificate stating that *you* are covered by insurance under this optional cover, we agree that we will not refuse to pay a claim on that insurance on the ground that *you* have not paid the premium for the insurance.

*You* agree that if we make a payment under this optional cover, to, or for the benefit of, any other person under the circumstances contemplated by Condition 6., by doing so we are not restricting *our* right to recover that payment from *you*.

### **7. Deemed notice of defects**

We agree that if a person gives notice of a *defect* in writing to *you* or us, that person is to be taken for the purposes of this optional cover, to have given notice of every *defect* of which the *defect* notified is directly or indirectly related, whether or not the claim in respect of the *defect* that was actually notified has been settled.

## 8. Claimant may enforce this optional extension direction

In certain cases, we and *you* both agree that:

- (a) a person who is entitled to claim against *you* in respect of any liability for which *you* are indemnified under this optional cover, may enforce this optional cover directly against *us* for the person's own benefit if:
  - (i) any event listed in Cover 3.(b), of this optional cover, occurs; or
  - (ii) *you* refuse to make a claim against *us*; or
  - (iii) there is an irretrievable breakdown of communication between *you* and *us*;
  - and
- (b) for the purpose of such enforcement the person has the same rights and entitlements as *you* would have had under any legislation applicable to *you*;
- (c) we will pay to the person the full amount of any liability for which *you* are indemnified under this optional cover, despite any failure by *you* to pay any excess that *you* are required to pay.

## 9. Section 54 of the *Insurance Contracts Act*

- (a) we acknowledge that Section 54 of the *Insurance Contracts Act 1984* (Cth) applies to this *Policy*.
- (b) despite this Condition 9.(a), we agree that we will not rely on Section 54 of the *Insurance Contracts Act 1984* (Cth) to reduce *our* liability under this optional cover or to reduce any amount that is otherwise payable in respect of a claim by reason only of a delay in a claim being notified to *us* if:
  - (i) the person who makes the claim notifies *you* either orally or in writing; or
  - (ii) that person or *you* notifies *us* in writing;
 within 180 days of the date when the person first became aware, or might reasonably be expected to have become aware, of some fact or circumstance that might give rise to a claim.
- (c) nothing in Condition 9. restricts the operation of Condition 1. applicable to this optional cover.

## 10. Provision concerning cancellation

Applies in relation to *domestic plumbing work* only.

We agree that the cancellation of this *Policy*:

- (a) will only take effect 30 days after we give both the Plumbing Industry Commission, and *you* notice in writing of the cancellation; and

## **Business liability section**

- (b) has no effect on any of *our* obligations under the *Policy* with respect to the liabilities referred to under Cover of this optional cover, in relation to *plumbing work* that was carried out while this optional cover was in force.

## **11. Notification of claims settled**

We and *you* both agree that we will notify the Plumbing Industry Commission in writing in the manner required by the Minister of the settling or payment of any claim under this optional cover.

## **12. Limitation for common property**

Applies in relation to when *plumbing work* is carried out on land in a plan of subdivision containing common property and a claim is paid by *us* in relation to the common property.

We will reduce the amount we will pay under this optional cover, in respect of any one *home* on land in the plan of subdivision by an amount calculated by dividing the amount of the claim paid by *us* in relation to the common property by the number of *homes* on land in the plan of the subdivision.

## **13. Limitation concerning non-completion of work**

If *you* fail to complete *plumbing work* for any reason listed in Cover 3., then this optional cover does not cover *you* for claims for the whole or a specified part of any payment made under a *contract* that exceeds the value of the *completed work* at the time of payment.

## **14. You must co-operate with us**

- (a) *You* agree in relation to a claim or prospective claim:
- (i) to make reasonable efforts to assist and inform *us* or *our* agent; and
  - (ii) to attend the relevant building site for the purpose of inspecting, rectifying or completing *plumbing work* (unless the *building owner* refuses *you* access to the site).
- (b) *We* may reduce the amount of a claim by a *building owner* by an amount that reasonably represents the cost resulting from an unreasonable refusal by the *building owner* to give *you* access to a building site if *we* asked *you* to attend the site under this Condition 14.(a)(ii).

# Business buildings and contents section

## Definitions specific to this section

Term	Definition
<b>Buildings</b>	<p>Buildings includes:</p> <ol style="list-style-type: none"><li>1. lessors' fixtures and fittings including fixed carpets;</li><li>2. all underground and above ground services to the buildings;</li><li>3. all other structural improvements including all outbuildings, shelters, verandas, carports, paths and roadways, fencing, permanently fixed water and fuel tanks, gates, walls, signs,</li></ol> <p>used by <i>your business</i> at the <i>location</i>.</p> <p>Buildings does not include:</p> <ol style="list-style-type: none"><li>1. any building or structure in which you reside or is used by <i>you</i> as a residential premises;</li><li>2. machinery;</li><li>3. <i>stock</i>;</li><li>4. <i>contents</i>;</li><li>5. land, dams, bridges, canals, tunnels, railway tracks (not at the address);</li><li>6. <i>business property</i> located in an underground mine.</li></ol>
<b>Contents</b>	<p>Contents includes:</p> <ol style="list-style-type: none"><li>1. all business furniture, machinery, plant and equipment;</li><li>2. <i>stock</i> in trade and merchandise, including trading <i>stock</i> in the course of production;</li><li>3. antiques, curiosities and works of art limited to \$5,000 for any one item or collection of items (unless specified otherwise),</li></ol> <p>at the location, belonging to <i>you</i> or for which <i>you</i> are responsible or for which <i>you</i> have assumed responsibility to insure prior to the occurrence of any destruction or damage.</p>

<b>Term</b>	<b>Definition</b>
<b>Contents</b> (continued)	<p>Contents also includes:</p> <ol style="list-style-type: none"><li>1. customers' goods for which <i>you</i> are responsible for prior to any destruction or damage;</li><li>2. the cost of repair or replacement of necessary patterns, models, moulds, dies and lasts but limited unless repaired or replaced to the value standing in <i>your</i> financial records;</li><li>3. improvements, alterations, decorations, fittings and additions to leased buildings which have been made by <i>you</i> and for which <i>you</i> are not entitled to be reimbursed by the lessor in the event of destruction or damage;</li><li>4. lessors' fixtures, fittings, glass and fixed carpets for which <i>you</i> are legally responsible, unless insured by <i>you</i> as part of 'Definitions specific to this section' - "Buildings".</li></ol> <p>Contents does not include:</p> <ol style="list-style-type: none"><li>1. <i>household contents located in any building or structure in which you reside or is used by you as a residential premises;</i></li><li>2. growing crops, trees or plants;</li><li>3. animals or any other living organism;</li><li>4. <i>motor vehicles, watercraft and aircraft</i> which are not stock;</li><li>5. jewellery, furs, bullion, articles containing gold or silver which are not stock;</li><li>6. land, dams, bridges, canals, roadways, tunnels, railway tracks (not at the address), wharves, docks, jetties, pontoons, piers or similar structures;</li><li>7. <i>business property</i> located in an underground mine;</li><li>8. <i>money, security documents, stamps;</i></li><li>9. explosives.</li></ol>

<b>Term</b>	<b>Definition</b>
<b>Records and documents</b>	<p>Written, printed, filmed or taped records (including computer records), deeds, plans or drawings or documents of any other type which are:</p> <ol style="list-style-type: none"> <li>1. used in the business;</li> <li>2. in a building at the <i>location</i>; and</li> <li>3. are owned by <i>you</i> or are in <i>your</i> custody in the ordinary course of <i>your</i> business.</li> </ol>
<b>Sea</b>	Oceans, bays, ports or tidal waters.
<b>Stock</b>	<p>The items belonging to <i>you</i> or for which <i>you</i> are legally responsible or have assumed a responsibility to insure described below:</p> <ol style="list-style-type: none"> <li>1. products and material <i>you</i> have sold or intend to sell;</li> <li>2. raw or consumable materials used by <i>you</i> to make or alter <i>your products</i>;</li> <li>3. <i>your products</i> while they are being made, repaired or altered;</li> <li>4. property not owned by <i>you</i> on <i>your</i> business premises for service, repair, alteration or safe keeping; and</li> <li>5. any consumable products or materials used in <i>your</i> business.</li> </ol>
<b>Water</b>	Water, including snow, sleet or hail.

## Cover

We will indemnify *you* up to the limit shown in *your policy schedule* in respect of physical loss of or damage to:

1. *buildings*;
2. *contents*;
3. other interests as shown in *your policy schedule*;

that occurs during the *period of insurance* directly caused by an Insured Event.

## **Insured Events applicable to this section**

We cover damage to *your* insured *buildings* and/or *contents* caused directly by the following Insured Events that occur during the *period of insurance*. For most Insured Events, there are specific circumstances *you're* not covered for. These are set out below. *You* are also not covered for anything set out in the **General Exclusions**.

We only cover the part of *your* property damaged by the Insured Event.

### **1. Fire and molten material**

#### **(a) Fire**

Fire, but not:

- (i) loss or damage to any property undergoing heating or the direct application of heat. This exclusion is limited to the item(s) immediately affected and shall not apply to other property damaged as a result of such application of heat;
- (ii) fire caused by earthquake and/or volcanic eruption.

#### **(b) Molten material**

Escape of molten material from its normal confines on or about the business premises but excluding:

- (i) the cost of repairing any fault which enabled such escape;
- (ii) the cost of retrieving or removing escaped material from any escape channel or catchment area designed for the purpose;
- (iii) loss of or damage to such escaped material;
- (iv) loss or destruction of or damage to furnace linings, crucibles, moulds, other containers or ladles from which molten material escapes.

### **2. Lightning**

Lightning strike including any resultant power surge.

### **3. Wind and water**

Wind, water and rain (includes snow and hail) and any other liquid discharged, overflowing, leaking or bursting from mains, fixed pipes, gutters, drains, fixed tanks or fixed apparatus used to hold or carry liquids, but not loss or damage:

- (a) by sea, tidal wave, tsunami, high water, storm surge or flood;
- (b) erosion, subsidence, landslide, mudslide, settling or gradual ground movement;
- (c) by steam or condensation;

- (d) by water seeping from outside the business premises;
- (e) to *business property* in the open air unless such property comprises of a permanent structure designed to function without the protection of walls or roofs;
- (f) shade sails, shade cloths, plastic or textile awnings, plastic or textile blinds, shade houses and any type of hot and glass houses;
- (g) to *buildings* while they are being built that do not have all walls, doors and roofs completely fixed;
- (h) to growing crops, trees, or any other plants.

Wind and *water* Exclusions 3.(b) and (d) above do not apply to loss or damage caused by liquid discharged, overflowing, leaking or bursting from mains, fixed pipes, gutters, drains, fixed tanks or fixed apparatus used to hold or carry liquids (but do apply to loss or damage caused by wind, *water* and rain).

Wind and *water* Exclusion 3.(f) does not apply to the first \$20,000 of loss or damage in any one *period of insurance*.

We will also cover the reasonable costs incurred up to \$10,000 any one loss in locating and identifying the source, and repairing any damage caused by locating and identifying insured loss or damage, where such loss or damage is caused by liquid discharged, overflowing, leaking or bursting from mains, fixed pipes, gutters, drains, fixed tanks or fixed apparatus used to hold or carry liquids (but not where any loss or damage was caused by wind, *water* and rain).

We will not pay for the repair or replacement of apparatus, pipe or tank itself. We will not cover damage which occurs as a result of *your* failure to repair or prevent the burst, leak, discharge or overflow within a reasonable amount of time of discovering an event.

#### **4. Sprinkler leakage**

Water discharged or leaking from any automatic sprinkler or drencher installation or tank connected therewith.

The indemnity granted includes expenses incurred for attendance of the fire brigade for the purpose of shutting off the water supply following accidental discharge of water from the automatic sprinkler or drencher system or the cost of removal of such water or cleaning operations incidental thereto.

However, Insured Event 4. does not include the cost of cleaning up any pollutant material which has gone beyond the boundaries of the *location* or has entered the public drainage system or any creeks or waterways.

## **5. Impact**

Impact by:

- (a) *motor vehicles*;
- (b) animals, excluding animals kept on the business premises;
- (c) a falling tree or part of a tree but not if the loss or damage is caused by *you* or a person acting with *your* express or implied consent felling or lopping trees;
- (d) a communication tower, mast, aerial, antenna or any satellite dish and other fixture attached thereto following collapse or breakage but not including damage to such tower, mast, antenna, satellite dish or fixture unless caused by an event insured by this *policy*;
- (e) a falling building or other structure or part thereof but not if such collapse is caused by:
  - (i) lack of maintenance to a building or structure at the *location*; or
  - (ii) demolition of a building or other structure at the *location* except for demolition following loss or damage otherwise insured by this section;
- (f) *watercraft*.

## **6. Explosion**

Explosion, including explosion or implosion of boilers, economisers and pressure vessels. We will not pay for damage to any exploded or imploded boiler, economiser or pressure vessel that has a replacement value exceeding \$200,000.

## **7. Earthquake and volcanic eruption**

Earthquake, tsunami, subterranean fire or volcanic eruption including subsequent fire or water damage within 72 consecutive hours to *buildings* and *contents* at the *location* and which form one establishment.

We will not pay:

- (a) the first \$20,000; or
- (b) an amount equal to 1% of the total sum insured at the *location*,

whichever is the lesser.

The amount calculated under Insured Event 7.(a) or (b) will be deducted from the amount of each claim, as finally determined, for loss arising out of any one event.

## 8. Aircraft

Impact by *aircraft*, rockets, satellites and other aerial devices and/or articles dropped therefrom, space debris and sonic boom.

## 9. Riots and strikes

The acts of:

- (a) persons taking part in riots or civil commotion or strike or lock-outs or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation, but excluding damage caused directly or indirectly by total or partial cessation of work or the retarding or interruption or cessation of any process or operation; or
- (b) any lawfully constituted authority in connection with the acts referred to in Insured Event 9.(a).

## 10. Vandalism

The acts of vandals or persons of malicious intent (including persons carrying out a theft or attempted theft) but excluding:

- (a) loss or damage caused by tenants, other than fire or explosion; or
- (b) persons specified in Insured Event 9.; or
- (c) theft of *contents*;
- (d) theft of building greater than \$5,000;
- (e) caused by *you* or anyone who permanently or temporarily lives with *you*;

provided that the police are informed as soon as possible of any damage.

We will not cover loss or damage to any item insurable under the 'Glass' section of this policy, regardless of whether *you* have chosen cover under that section.

## 11. Accidental damage

- (a) Loss of or damage to *buildings* or *contents* caused by any accident except loss or damage caused by:
  - (i) Insured Events 1. to 10. or by any event or circumstance excluded therein;
  - (ii) theft or armed hold-up, or any attempt thereof;
  - (iii) fraudulent or dishonest acts by *your employees*;
  - (iv) wear and tear, fading, scratching or marring, gradual deterioration or developing flaws, normal upkeep or making good;
  - (v) the action of animals including but not limited to birds, moths, white ants, termites or other insects, mice, rats, vermin or any other living organism;

## **Business buildings and contents section**

- (vi) error or omission in design, plan or specification or failure of design;
  - (vii) faulty materials or faulty workmanship;
  - (viii) any order of any government, public or local authority including the confiscation, nationalisation, requisition, repossession of or damage to any property;
  - (ix) incorrect siting of *buildings* as a result of incorrect design or specification;
  - (x) unexplained inventory shortage, unexplained disappearance, disappearance resulting from clerical or accounting errors or shortage in the supply or delivery of materials to or from *you*;
  - (xi) *consequential loss* of any kind;
  - (xii) machinery breakdown, electrical or electronic breakdown, unless caused by Insured Events 1. to 10;
  - (xiii) computer virus;
  - (xiv) any person deliberately switching off or disconnecting the power supply;
  - (xv) loss of or damage to property directly or indirectly caused by or contributed to by normal settling, seepage, shrinkage or expansion in *buildings* or foundations, walls, pavements, roads and other structural improvements, creeping, heaving and vibration;
  - (xvi) rust or oxidation, mildew, mould, wet or dry rot, corrosion, change of colour, variation in humidity, variation in temperature, evaporation, disease, inherent vice or latent defect, change of weight and/or volume, change in flavour, texture or finish, contamination, pollutants or industrial fallout.
- (b) We will not cover loss or damage to:
- (i) trees, shrubs, growing crops, pot plants or any other plants;
  - (ii) live animals, birds, fish or any other living creature;
  - (iii) any property in transit;
  - (iv) any item insurable under the 'Glass' section of this *policy*;
  - (v) property during the course of, and as a result of, its processing;
  - (vi) alterations and additions when the value of work exceeds 10% of the sum insured or \$250,000, whichever is the lesser.

## Basis of settlement applying to this section

Unless otherwise specified in *your policy schedule*, claims will be settled on the basis of reinstatement and replacement and extra costs, as follows:

### 1. Reinstatement and replacement

- (a) Where property (excluding *stock*, customers goods and buildings awaiting or undergoing demolition) is destroyed:
  - (i) if a building - the rebuilding thereof; or
  - (ii) if property, other than a building - the replacement thereof by similar property;
 in either case in a condition equal to but not better or more extensive than its condition when new;
- (b) where property (excluding *stock*, customers goods and buildings awaiting or undergoing demolition) is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

The basis of settlement of any claim shall be the cost of reinstatement of the property destroyed or damaged at the time of such destruction or damage as follows:

- (i) the work of rebuilding, or replacement, or repairing as the case may be (which may be carried out upon another site and in any manner suitable to *your* requirements but subject to *our* liability not being thereby increased), must be commenced and carried out with reasonable despatch, failing which we will affect settlement on an *indemnity value* basis;
- (ii) when any property to which Reinstatement and replacement 1.(b) applies is damaged or destroyed in part only, *our* liability will not exceed the sum insured shown in *your policy schedule*;
- (iii) no payment beyond the amount which would have been payable under this section will be made until a sum equal to the cost of reinstatement will have been actually incurred.

All other insurances covering the property by or on *your* behalf must be on a similar reinstatement basis.

- (c) where *stock* or customers goods are destroyed or damaged, we will either:
  - (i) replace or repair the *stock* with property or materials of the same or similar standard and specification of the *stock* or customers goods at the time of loss or damage;
  - (ii) pay the cost of repair or replacement; or

## **Business buildings and contents section**

- (iii) pay the *market value* at the time of the loss or damage.
- (d) where buildings awaiting or undergoing demolition are destroyed or damaged we will pay the salvage value of the damaged building materials, fixtures and fittings.

## **2. Extra cost**

We will also pay in respect of property (excluding *stock*) insured under this section the extra cost of reinstatement including demolition or dismantling of such property necessarily incurred to comply with the requirements operative at the time of reinstatement of:

- (a) any Act of Parliament or regulation made thereunder; or
  - (b) any by-law or regulation of any Municipal or other statutory authority;
- provided in either case that:
- (c) the work of reinstatement (which may be carried out wholly or partially upon another site if the aforesaid Act, by-law or regulation of any Municipal or other statutory authority so necessitates subject to *our* liability not being thereby increased) must be commenced and carried out with reasonable despatch failing which we shall not be liable to make any payment beyond the amount which would have been payable under this section if this clause had not been incorporated therein;
  - (d) the amount recoverable shall not include the additional cost incurred in complying with any such Act, regulation, by-law or requirement with which *you* had been required to comply prior to the happening of the damage;
  - (e) Condition 1. Under-insurance in this section will not be applied to the amount recoverable under 2. Extra cost (a) and (b);
  - (f) if the cost of reinstatement of the damage directly caused by any of the Insured Events is less than 50% of what would have been the cost of reinstatement of the property insured had such property been destroyed, the amount recoverable will:
    - (i) be limited to the extra cost necessarily incurred in reinstating only that portion damaged; and
    - (ii) not include any extra cost in relation to any portion of the property not damaged; and
    - (iii) not exceed, in any event, the sum which we could have been called upon to pay if such property had been wholly destroyed.

### 3. Floor space ratio index

Where *buildings* are damaged and reinstatement of such damage is limited or restricted by:

- (a) any Act of Parliament or regulation thereunder; or
- (b) any by-law or regulation of any Municipal or other statutory authority,

resulting in either case in the reduction of the floor space ratio index of the site, then we will pay in addition to any amount payable on reinstatement of such *buildings* the difference between:

- (c) the actual costs incurred in reinstatement subject to the reduced floor space ratio index; and
- (d) the estimated cost of reinstatement at the time of damage had the reduced floor space ratio index not applied.

Provided that *our* liability under 1. Reinstatement and replacement, 2. Extra cost, and 3. Floor space ratio index in total will not exceed the building sum insured shown in *your policy schedule* in respect of the *buildings* which are the subject of the claim.

### 4. Undamaged foundations

Where a building, but not its foundations is destroyed by an event and the work of reinstatement is carried out wholly or partially upon another site to meet the requirements of any Act, by-law or regulation of a Municipal or other statutory authority, the abandoned foundations shall be considered as having been destroyed.

Provided that any increase in the re-sale value of the land through the presence of the abandoned foundations will be regarded as salvage and paid by *you* to *us*, after deduction of the sale costs attributable to the increase in the re-sale value. We will not ask *you* to pay *us* any more than we have indemnified *you* for the claim.

### 5. Indemnity value

We will pay the cost to repair or replace the *buildings* or *contents* adjusted for age, wear, tear, depreciation and the general condition and remaining useful life of the individual item or components that are damaged.

## Additional benefits applying to this section

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- 1. Property temporarily removed** We will cover property temporarily removed from the *location* to any other premises within *Australia*.
- We do not cover:
- (a) *stock* already sold;
  - (b) Insured Event 11.
- 
- 2. Architects and other fees** We will cover:
- (a) **Architects, surveyors and legal fees**  
All necessarily incurred in the repair or reinstatement of damage to *your* property following loss or damage for which a claim is admissible under this section but only to the extent that the sum insured on that item is not otherwise exhausted.
  - (b) **Government fees**  
Any fee, contribution or other impost payable to any government, local government or other statutory authority, incurred by *you* as a condition precedent to the obtaining of consent to reinstate any property insured under this section.  
We will not be liable for payment of any fine or penalty imposed on *you* by such authorities.
  - (c) **Discharge of mortgage**  
Reasonable legal costs and fees payable by *you* to discharge any mortgage on *buildings* or *contents* that are considered by *us* to be a total loss.
- We will pay:
- (i) for *buildings* or *contents*, up to the balance of the sum insured for the applicable item of property where such balance is not otherwise exhausted;
  - (ii) for *buildings* only and when the sum insured is exhausted, up to 10% of the sum insured for such *buildings* or \$25,000, whichever is the lesser.
- 
- 3. Seasonal increase period** We will cover an automatic increase in the sum insured on portion of the *contents* sum insured which relates to *stock* by up to 25% during a *seasonal increase period*.

**4. Rewriting of records**

We will cover the cost of rewriting or reproducing necessary written or printed *documents*, computer system *records*, business *records*, plans and designs up to:

- (a) an amount equal to 10% of the *contents* sum insured; or
- (b) \$50,000,

whichever is the lesser.

We will not pay for rewriting of *records* if you are insured for business interruption.

**5. Loss of land value**

We will cover *you* for the reduction in land value that results from the requirements of any legal authority that does not allow rebuilding or only partial rebuilding at the *location* following loss or damage covered under this section.

The reduction in land value will be the value certified by the Valuer General or other competent person or authority we select or agree to. We won't unreasonably withhold our agreement.

Provided that this will be calculated by subtracting:

- (a) the land value after rebuilding; or
- (b) after *you* and we have agreed that rebuilding is not possible, the land value before the damage.

We will not pay more than:

- (c) 10% of the sum insured shown for *buildings* at the *location* where the damage happened; or
- (d) \$100,000,

whichever is the lesser.

Condition 1. Under-insurance does not apply in respect of this benefit.

**6. Fire extinguishment costs**

We will cover fire extinguishment costs to a maximum of \$20,000 covering:

- (a) wages of *your employees*;
- (b) the cost of replenishment of fire fighting appliances or damage to materials (including *employees'* clothing and personal effects) unless otherwise specifically insured;

- 6. Fire extinguishment costs**  
(continued)
- (c) the costs *you* are liable for under any Fire Brigade Act or similar legislation, provided always that *our* liability in respect of these costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the *location* of the property insured by this section or immediately threatening to involve such property.
- We will not pay for any fines, penalties or liability incurred by *you*, or any loss to *your* property.
- 
- 7. Removal of debris, temporary repairs and temporary protection**
- We will cover the cost of removal, storage and disposal of debris or the demolition, dismantling, shoring up, propping, underpinning or other temporary repairs and temporary protection incurred as a direct result of an Insured Event up to a maximum amount of:
- (a) \$20,000; or
- (b) the extent that the sum insured on *buildings and contents* (whichever is applicable) is not otherwise exhausted;
- whichever is the greater.
- 
- 8. Employee's tools, equipment, personal effects and clothing**
- We will cover personal property of directors and *employees* of *your* business if:
- (a) the personal property is used solely for business purposes; and
- (b) the person to whom the personal effects belong is not named as an insured.
- Cover is limited to:
- (i) \$5,000 any one person and \$10,000 any one event; or
- (ii) the sum insured shown in the *policy schedule* for *Contents*,
- whichever is the lesser.
- If any person is entitled to indemnity under any other policy of insurance effected by them or by any person other than *you*, this cover will only apply in respect of any amount in excess of that provided by such other policy. There is no cover for *you* or any person named as the insured in *your policy schedule*. We do not cover Insured Event 11.
- The basis of settlement is *indemnity value*.

**9. Landscaping**

Notwithstanding Exclusion (b)(i) of Insured Event 11., we will cover the cost of loss of or damage to landscaping which shall include trees, shrubs, plants and lawns, including expenses reasonably incurred in clearing, cleaning or repairing drains, gutters, sewers, pipes, tanks or fixed apparatus resulting from an Insured Event (other than Insured Event 3.(a)).

*Our liability shall not exceed the sum of \$20,000 for any one loss.*

**10. New premises  
- temporary  
cover**

We will temporarily extend cover provided by this section to property at any new location first occupied by *you* during the *period of insurance* provided that:

- (a) this temporary cover period is limited to the lesser of:
  - (i) 30 days from the date *you* acquire or commence using the premises; or
  - (ii) the expiry date of the current *period of insurance*; or
  - (iii) the date on which the property ceases to belong to *you*;
- (b) the property is used for the business shown in *your policy schedule*;
- (c) the property is of similar type to that already insured under this section;
- (d) the new premises comprise *buildings* of similar construction, fire and burglary protection as featured in any business premises shown in *your policy schedule*.

The maximum we will pay for this additional benefit is 25% of the highest sum insured shown in *your policy schedule* for each item of property.

If *you* want cover to continue beyond 30 days, *you* must provide to *us* full details of the new premises within those 30 days. If the new location meets *our* underwriting rules, we will continue the cover, but *we* may charge *you* additional premium. *You* do not have to pay the additional premium, but if *you* don't the cover will not continue.

- 11. Capital addition** Cover for *contents* insured at any one *location* is extended to include any alterations or additions obtained or built during the *period of insurance to contents* (excluding *stock*) to an amount not exceeding:
- (a) 20% of the sum insured on *contents* at that *location*; or
  - (b) \$100,000,
- whichever is the lesser, however we will not cover them during the period of construction, erection or alteration.
- 
- 12. Prevention of damage** Cover is extended to include costs incurred to extinguish a fire on or in the vicinity of *your business premises* which threatens damage to *your business property* or for costs to prevent or diminish imminent damage to *your business property* by any other Insured Event including the removal of property from *your business premises* subject to a limit of \$10,000 for any one claim.
- 
- 13. Catastrophe escalation cost** If any of *your buildings* are damaged by any Insured Event covered by this section; and:
- (a) we classify such damage as a total loss; and
  - (b) the event giving rise to the damage has resulted in any competent authority declaring a state of emergency affecting the area in which *your damaged building* is located.
- We will increase the sum insured applicable to such *buildings* under this section by up to 20% provided that *your building* is rebuilt to cover any increase in building costs for labour and materials and any other additional costs which may apply after the event.
- Provided that:
- (c) we will not pay more than the increased building costs which are actually incurred by *you*;
  - (d) we will not pay any amount under this additional benefit until *you* have incurred costs exceeding the sum insured applicable to such building under this section.
- 'Increase in building costs'** means the difference between the cost of reinstatement actually incurred in accordance with the basis of settlement provisions in this section and the cost of reinstatement that would have applied had the event not occurred.

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<b>14. Capital addition</b>	Cover for <i>buildings</i> insured at any one <i>location</i> is extended to include any alteration and/or additions commenced during the <i>period of insurance</i> if the value of such alterations and additions does not exceed:
<b>- Buildings</b>	(a) 20% of the sum insured on <i>buildings</i> ; or (b) \$250,000, whichever is the lesser.
<b>15. Playing Surfaces</b>	We will pay up to the greater of \$20,000 or the amount shown in <i>your policy schedule</i> for playing surfaces for the cost of repairing damage to outdoor playing surfaces at the premises caused by:
	(a) vandals or malicious persons, other than <i>you</i> or <i>your employees</i> ; (b) fire occurring to property insured at the premises; (c) the action of the fire fighting services, police or other emergency services in attending to their duties at the premises.
<b>16. Unpacking Expenses</b>	Cover is extended to include costs and expenses incurred in taking inventory or unpacking repacking and/or restacking <i>stock</i> to identify, quantify and/or value any property damaged including examination of property not belonging to <i>you</i> but in <i>your care</i> , custody or control subject to a limit of \$5,000 for any one claim.

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## **Conditions applying to this section**

### **1. Under-insurance**

For each occurrence, we will pay the proportion of the loss or damage that the sum insured bears to 80% of the reinstatement or replacement cost of the *business property*.

This condition will not apply if the amount of loss or damage is less than 5% of the sum insured.

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**Example:**

The sum insured is declared at \$1,000,000.

Property damage totalling \$500,000 occurs from an event covered by the *policy*.

The insurable value of such property at the commencement of the *period of insurance* is actually \$2,500,000.

Under-insurance applies because the declared value is less than 80% of the insurable value calculated in accordance with the basis of settlement.

In this example we would pay only \$250,000 of *your* damage less any excess that has to be paid.

Claim payment =  $\$1,000,000 / (\$2,500,000 \times 80\%) \times \$500,000 = \$250,000$

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### **2. Hazardous goods**

Storage and use of hazardous goods usual to *your* business is allowed in the manner and quantities permitted by any Act of Parliament or regulation thereunder, or any by-law or regulation of any Municipal or other statutory authority. If *you* store or use hazardous goods other than as permitted above and such misuse or incorrect storage results in or contributes to damage or loss of property insured we may reduce or refuse to pay *your* claim.

### 3. Sprinkler installations

If a building insured under this section is fitted with an internal automatic sprinkler system and *you* are responsible for operation or maintenance of the sprinkler system; *you* must ensure that the system, including external alarms and connections to a fire station or other approved monitoring facility are maintained in good condition and efficient working order in accordance with Australian Standard AS1851. Written notice must also be provided to *us* of:

- (a) alterations or additions to any such installations;
- (b) any disconnection of water supply or automatic alarm system during the course of maintenance where the total period of disconnection exceeds 48 hours over any seven consecutive days.

If *you* have told *us* of the sprinkler installation, we have set *our* insurance acceptance, limits and premium on the basis that *you* comply with this condition. If *you* don't follow this Condition 3. Sprinkler installations, we will not pay for damage caused by fire.

### 4. Tenants actions

If a tenant of *yours* or a tenant of *your* landlord (but not *you*) without *your* consent, causes or contributes to any loss or damage covered by this section which is in breach of any terms or conditions, we will cover *you* for *your* loss or damage as per this section, provided *you*:

- (a) have taken all reasonable actions, as soon as *you* become aware of conditions causing the breach, to have the tenant comply with the terms; and
- (b) notify *us* within a reasonable amount of time of becoming aware of the breach.

# Business interruption section

## Definitions specific to this section

Term	Definition
<b>Annual income</b>	The <i>gross income</i> during the 12 months immediately before the date of damage, to which adjustment will be made to reflect the trend in the business and any other circumstances in order to arrive at the same result that would have been obtained had the damage not occurred.
<b>Financial Benefit</b>	Financial Benefit means any financial benefit including, without limitation: <ol style="list-style-type: none"><li>any amount received, including without limitation, any government grant, subsidy, incentive or allowance or any other payment received from any person; and</li><li>any sum saved, including the reduction or avoidance of any cost or expense.</li></ol>
<b>Gross income</b>	The money paid or payable to <i>you</i> for goods sold and/or services rendered or for rental received or payable (plus outgoings as defined or specified in any lease) to <i>you</i> in the course of the business, less the purchase cost of stock and <i>uninsured working expenses</i> .
<b>Indemnity period</b>	The period beginning with the occurrence of the damage and ending not later than the number of months shown in <i>your policy schedule</i> during which the results of the business shall be affected in consequence of the damage.

<b>Term</b>	<b>Definition</b>
<b>Outstanding accounts receivable</b>	<p>The total amount owed to the business by customers as at the end of the month immediately prior to the date of the damage, adjusted for:</p> <ol style="list-style-type: none"> <li>1. bad debts;</li> <li>2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of damage) to customers' accounts in the period between the date to which the last statement relates and the date of the damage; and</li> <li>3. any abnormal condition of trade which had or could have had a material effect on the business, so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been attained at the date of the damage had the damage not occurred.</li> </ol>
<b>Standard income</b>	<p>The <i>gross income</i> during that period corresponding with the <i>indemnity period</i> in the 12 months immediately before the date of the damage, adjusted to reflect the trend in the business and any other circumstances in order to arrive at the same result that would have been obtained had the damage not occurred.</p>
<b>Uninsured working expenses</b>	<ol style="list-style-type: none"> <li>1. The cost to purchase stock; and</li> <li>2. the working expenses you have chosen not to cover, shown in <i>your policy schedule</i>.</li> </ol>

## **Cover**

We will indemnify *you* up to the limits shown in *your policy schedule* for loss of *gross income* resulting from interruption or interference to the business caused by loss or damage to:

1. property insured under the 'Business buildings and contents', 'Theft', 'Money', 'Portable items' or 'Glass' sections, provided that we have paid for or admitted liability in respect of such damage to *your* property insured under the relevant policy section; or
2. property forming part of or contained in a complex of which the *location* forms part, provided that we would have paid for or admitted liability in respect of such damage under the relevant section of this *policy*, to *your* property and it would otherwise be covered under the relevant policy section but for the application of an *excess*.

### **What we pay - Gross income**

The amount payable as indemnity for *gross income* will be:

- (a) the amount by which the *gross income* earned during the *indemnity period* will in consequence of the damage fall short of the *standard income*;
- (b) additional expenditure necessarily and reasonably incurred with *our* consent (which we will not unreasonably withhold) for the sole purpose of avoiding or diminishing the reduction in the *gross income* of the business caused by the loss or damage.

The amount expended will not exceed the reduction in *gross income* thereby avoided (less expenses saved as a result of the damage).

There will be deducted from the amount payable as indemnity any *financial benefit* arising out of or in connection with the loss or damage or the circumstances giving rise to the loss or damage.

## **Basis of settlement applying to this section**

### **1. Departmental provision**

If the business is conducted in separate business units or departments the independent trading results of which are ascertainable, the cover provided by this section shall apply separately to each department affected by the loss or damage, except that if the sum insured under this section shall be less than the total of the *gross income* for each department (whether affected by the loss or damage or not), the amount payable shall be proportionately reduced provided *your* books of account, *records* and other information clearly distinguish between the different departments or business units.

## 2. Accumulated stocks provision

In adjusting any loss, account shall be taken and due allowance made if any shortage in *gross income* due to the interruption or interference is postponed by reason of the *gross income* being temporarily maintained from accumulated stocks of finished goods.

## 3. Interim claim payments

When a claim is payable for a loss recoverable under this section we will, if required by *you* and at intervals to be mutually agreed, make interim payments as calculated from any loss adjuster's report or other information and documentation supplied to us.

## 4. Salvage sale

If we pay a claim and *you* hold a salvage sale for items damaged by an Insured Event covered under the 'Business buildings and contents' section during the *indemnity period*, the income from the damaged items will not be considered as *standard income* for the purpose of calculating a claim under *gross income*.

## 5. Adjustment for business trends

When calculating *gross income*, *annual income*, *standard income* and *outstanding accounts receivable*, we will make adjustments to provide for the trend of *your* business and special circumstances that have or would have occurred if *your* business had not been interrupted.

## 6. Alternative trading after damage

If during the *indemnity period* the business operates from premises other than the business premises, the income earned from other premises will be included in the *gross income* calculations.

## 7. Opening and closing stock and work in progress

The amounts of the opening and closing stock and work in progress will be calculated in accordance with *your* usual accounting procedures and with provision being made for depreciation or appreciation as applicable.

## **Additional benefits applying to this section**

The indemnity under this section is extended to include interruption or interference with *your business* in consequence of the following Additional Benefits.

We will not indemnify *you* for any loss during the first 2 trading days that results in the interruption of or interference of *your business* which is covered under Additional Benefits 1, 2, 3, 4, 5, 6 and 7.

We will not pay *you* more than 20% of the gross income sum insured shown in *your policy schedule* (unless another amount is specified on *your policy schedule*) under each of the Additional Benefits 1, 2, 3, 4, 5, 6 and 7.

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**1. Prevention of access** We will cover *you* for interruption to *your business* that is caused by or results from closure or evacuation:

- (a) of property within a 10 kilometre radius of *your business premises* or of property forming part of or contained in a complex of which the *location* forms part, by order of a competent government, public or statutory authority, that results from damage caused by an Insured Event covered under the 'Business buildings and contents' section;
- (b) of all or part of the business premises by order of a competent government, public or statutory authority as a result of:
  - (i) bomb threat;
  - (ii) food poisoning, murder or suicide;
  - (iii) vermin or other animal pests at the *location*; or
  - (iv) incorrect operation of drains or other sanitary arrangements at the *location*;
- (c) of all or part of the *location* of *your business premises* by order of a competent government, public or statutory authority as a result of the manifestation of infectious or contagious human diseases, which prevents access to the *location* of *your business premises*.

However there is no cover for any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:

- (i) Rabies;
- (ii) Cholera;

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**1. Prevention of access**

(continued)

- (iii) Highly Pathogenic Avian Influenza in humans;
- (iv) any disease determined by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC);
- (v) a 'listed human disease', or any disease the subject of a 'biosecurity emergency' or 'human biosecurity emergency', under the *Biosecurity Act 2015* (Cth);

irrespective of whether discovered at the *location* of your business premises, or out-breaking elsewhere.

A reference to the *Biosecurity Act 2015* (Cth) includes any amendment, replacement, re-enactment or successor legislation. A reference to listed human disease, biosecurity emergency or human biosecurity emergency shall have the meaning found in any replacement definition, in any amendment, replacement, re-enactment or successor legislation, or where there is no replacement definition the term shall have the meaning of a term which is substantially similar in meaning as defined in or declared in any amendment, replacement, re-enactment or successor legislation.

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**2. Public utilities**, Where damage occurs within *Australia* at:

**customers  
and suppliers  
extension**

- (a) an electricity power station, sub station or transmission line;
- (b) a gas supplier;
- (c) water or sewerage services;
- (d) land based telecommunications installations;
- (e) a customer's premises;
- (f) a supplier or manufacturer of goods, components or materials;
- (g) a repairer's premises; or
- (h) storage or processing premises not occupied by *you*,

and these premises supply goods or services utilised by *you* or *you* supply goods or services to them, where damage is caused by and would be covered by an Insured Event listed in the 'Business buildings and contents' section of this *policy*, the consequential reduction of *gross income* resulting from such interruption or interference will be deemed to be loss resulting from loss or damage to property used by *you* at *your location*.

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- 3. Transport infrastructure** Where damage occurs (but not including damage by *flood*) within *Australia*, but outside any business premises occupied by *you* to roads, bridges and rail lines over which property is conveyed to or from *your* premises, and such damage is caused by and would be covered by an Insured Event listed in the 'Business buildings and contents' section of this *policy*, the consequential reduction of *gross income* resulting from such interruption or interference shall be deemed to be loss resulting from loss or damage to property used by *you* at *your* business premises.
- 
- 4. Transit** Damage to property owned by *you* or for which *you* are responsible whilst in transit by road, rail, sea or air to any place in *Australia* away from *your* premises caused by an Insured Event which would be covered under the 'Business buildings and contents' section of this *policy*.
- 
- 5. Computer installation** Damage caused by an Insured Event which would be covered under the 'Business buildings and contents' section of this *policy*, to a computer installation within *Australia*, including any ancillary equipment and data processing media, utilised by *you*.
- 
- 6. Loss of Attraction** If *your* business is located within a multi-tenanted retail shopping complex, we will treat damage to property of a major anchor tenant as being damage for the purposes of this policy section, providing the property damage could have been insured on this *policy*.
- 
- 7. Documents temporarily removed** Damage caused by an Insured Event which would be covered under the 'Business buildings and contents' section of this *policy* to any of *your documents* or *documents* held in trust by *you* while:
- (a) temporarily at premises in *Australia*, not occupied by *you*; or
  - (b) in transit to any place in *Australia*.
- 
- 8. Re-writing of records** We will cover the reasonable clerical and professional costs incurred to re-write *your* necessary business *records* if they are damaged by an event for which *you* are covered.
- We will not pay for any financial loss caused by the loss of *your records* under this additional benefit. The maximum amount we will pay for any event is \$20,000.
- This additional benefit is payable in addition to *your* sum insured.
-

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- 9. Motor Vehicles owned or operated by you** Loss or damage to any registered *motor vehicle* or trailer owned by or operated by *you* whilst the *motor vehicles* are at *your premises* or stored at other premises in *Australia*.
- 10. Additional increased cost of working** We will pay up to the amount shown in *your policy schedule* for the additional expenditure, not otherwise recoverable, or insufficient under any other cover option in this section, *you* reasonably incur to minimise the effect of the loss or damage to the business during the *indemnity period*.
- 11. Fines, damages and penalties** Liability to pay fines or damages for breach of contract resulting from non-completion or late completion of orders which arises out of damage to *your property* and an admissible claim under the 'Business buildings and contents' and 'Theft' sections.
- We will not pay for:
- (a) exemplary, punitive or aggravated damages;
  - (b) the discharge of contract purchases, cancellation notices, fines or damages for breach of contracts for the purchase of goods or services *you* cannot use during the *indemnity period*, less the value of these goods to *you* or the amount received for their sale; or
  - (c) more than 5% of the *gross income* sum insured shown on *your policy schedule* within any one *period of insurance*.
- 12. Government incentives** The monetary loss of *gross income* is extended to include the loss of any government-approved incentives, subsidies or market development allowances *you* are entitled to in relation to *your business*.
- This only applies if the loss of these benefits was caused as a result of damage to the property insured which has resulted in an admissible claim under the 'Business buildings and contents' or 'Theft' sections of this *policy*.
- Under this additional benefit the maximum we will pay within any one *period of insurance* is 10% of the *gross income* sum insured of this policy section.
-

<b>13. Claim preparation costs</b>	Reasonable professional fees (including but not limited to external claim specialists) and such other reasonable expenses as are necessarily incurred by <i>you</i> with <i>our</i> consent (which we will not unreasonably withhold) for preparation of claims under the 'Business buildings and contents', 'Business interruption' and 'Theft' sections of this <i>policy</i> and which are not otherwise recoverable under this <i>policy</i> , up to the amount shown in <i>your policy schedule</i> .
<b>14. Outstanding accounts receivable</b>	We will indemnify <i>you</i> up to the amount shown in <i>your policy schedule</i> for loss of <i>outstanding accounts receivable</i> resulting from loss or damage to <i>your business records</i> contained in the <i>location</i> , by events insured by the 'Business buildings and contents' section or 'Theft' section of this <i>policy</i> .  The insurance is limited to:  (a) the difference between:  (i) the <i>outstanding accounts receivable</i> ; and (ii) the total of the amount received or traced in respect thereof;  (b) the additional expenditure incurred with <i>our</i> consent (which we will not unreasonably withhold) in tracing and establishing <i>outstanding accounts receivable</i> after the damage, provided that:  (i) if the sum insured is less than the <i>outstanding accounts receivable</i> , the amount payable shall be proportionally reduced; (ii) as soon as possible after the end of each month, <i>you</i> must record and store at alternative premises the total of the <i>outstanding accounts receivable</i> and these figures must be kept for a period of 12 months.

## Conditions applying to this section

### 1. Under-insurance

If the sum insured on *gross income* is less than 80% of the *annual income* (or its proportionately increased multiple where the *indemnity period* exceeds 12 months), the amount payable will be proportionally reduced.

This condition will not apply if the amount of loss is less than 5% of the sum insured for *gross income*.

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Example:

The gross income is declared at \$1,000,000.

Loss of gross income is assessed at \$500,000 from an event covered by the policy.

The annual income at the time of damage is actually \$2,500,000.

Under-insurance applies because the gross income sum insured is less than 80% of the insurable annual income.

In this example we would pay only \$250,000 of your loss of gross income.

Claim payment =  $\$1,000,000 / (\$2,500,000 \times 80\%) \times \$500,000 = \$250,000$

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### 2. Assistance

On the happening of damage which results in a claim as soon as practicable you must deliver to us a written statement of claim certified by an accountant and make available all books and records (including access to data stored on media) necessary for verification of the claim.

# Theft section

## Definitions specific to this section

Term	Definition
<b>Contents</b>	Contents includes:
	<ol style="list-style-type: none"><li>1. all contents used in the business including furniture, office machinery and equipment, movable plant (excluding <i>stock</i> and <i>motor vehicles</i>), <i>stock</i> and tools of trade;</li><li>2. works of art and curios owned by the business up to \$5,000 for any one item or collection of items;</li><li>3. business fixtures and fittings and fixed machinery, customers' goods for which <i>you</i> are responsible or for which <i>you</i> have assumed responsibility to insure prior to any loss, destruction or damage.</li></ol>
<b>Stock</b>	Stock in trade belonging to <i>you</i> or for which <i>you</i> are legally responsible, including all stock in which <i>you</i> may acquire an insurable interest during the <i>period of insurance</i> .

## Cover

We will pay *you* up to the sum insured shown in *your policy schedule* for loss of or damage to property which occurs during the *period of insurance* at the *location* shown in *your policy schedule* as a result of the following events:

1. Theft or attempted theft consequent upon forcible and violent entry into any part of the building(s);
2. Theft or attempted theft by a person(s) concealed at the *location* after normal *business hours*;
3. Theft consequent upon threat of or violence to *you* or *your employees* and contractors;
4. Theft fraud or dishonesty by any of *your employees* that is discovered within 21 days of the theft. We will not pay more than \$2,500 during the *period of insurance* for fraud or dishonesty.

## Basis of settlement applying to this section

We will pay the cost to either reinstate or replace all *contents* to a condition as new other than *contents* which is *stock* and cannot be replaced with the identical items. If *stock* cannot be replaced with identical items, then we will pay the value of the *stock* items held in *your* inventories at the time of loss or damage.

## Additional benefits applying to this section

- 
- |   |  |
|---|--|
| <b>1. Theft without forcible entry</b>                | <p>We will cover <i>you</i> for losses of or damage to <i>contents</i> (other than <i>stock</i>) resulting from theft without forcible and violent entry from within the buildings at the <i>location</i> up to \$2,000 in any one <i>period of insurance</i>.</p>   |
| <b>2. Replacement of locks, keys and combinations</b> | <p>In addition to the sum insured shown in <i>your policy schedule</i>, we will pay up to \$5,000 for the cost of:</p> <ul style="list-style-type: none"> <li>(a) re-coding or replacing locks, keys and combinations that are used to lock <i>your safe, strongroom</i> or business premises;</li> <li>(b) opening <i>safes</i> or <i>strongrooms</i>;</li> </ul> <p>as a result of a claim payable by this section or if <i>you</i> have reasonable grounds to suspect that keys or combinations have been stolen or copied without <i>your permission</i>.</p> <p>If <i>you</i> are also insured under the 'Money' section, the benefit payable for Replacement of locks, keys and combinations shall not be cumulative and shall be limited to \$5,000 in the aggregate.</p> |
| <b>3. Employee's tools and equipment</b>              | <p>We will cover personal property of directors and <i>employees</i> of <i>your business</i> if:</p> <ul style="list-style-type: none"> <li>(a) the personal property is used solely for business purposes; and</li> <li>(b) the person to whom the personal effects belong is not named as an insured.</li> </ul> <p>Cover is limited to:</p> <ul style="list-style-type: none"> <li>(i) \$5,000 any one person and \$10,000 any one event; or</li> <li>(ii) the total sum insured shown in the <i>policy schedule</i> for the Theft section,</li> </ul> <p>whichever is the lesser.</p>  |
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- 3. Employee's tools and equipment** If any person is entitled to indemnity under any other policy of insurance effected by them or by any person other than *you*, this cover will only apply in respect of any amount in excess of that provided by such other policy. There is no cover for *you* or any person named as the insured in *your policy schedule*.
- (continued) The basis of settlement is *indemnity value*.
- 
- 4. Seasonal increase period** We will increase the portion of the *contents* sum insured which relates to *stock* by 25% during the *seasonal increase period*.
- 
- 5. Loss of negotiable securities** In addition to the sum insured we will pay up to \$500 for the loss of or damage to cash, bank notes, negotiable cheques, post office money orders, negotiable securities, sales vouchers or unused postage stamps that arises out of the events covered in this 'Theft' section other than loss or damage of negotiable securities caused by or contributed to by fraud or dishonesty of *your employees*.
- 
- 6. Temporary protection** In addition to the sum insured we will pay *you* up to \$5,000 for the cost of temporary protection necessarily incurred to secure the safety of *your contents* pending repair of damage covered by the 'Business buildings and contents' or 'Theft' sections of this *policy*.  
If *you* are also insured under the 'Money' section and/or 'Glass' section, this benefit payable shall not be cumulative and shall be limited to \$5,000 in the aggregate.
- 
- 7. Buildings, fixtures and fittings** In addition to the sum insured we will pay up to \$5,000 for damage to buildings (as defined in the 'Business buildings and contents' section of this *policy*) owned by *you* where the damage is caused by or attempted forcible and violent entry or exit to buildings at the insured *location*.
- 
- 8. Rewriting records** In addition to the sum insured we will pay up to \$5,000 for additional clerical and professional costs of reinstating, restoring, rewriting or reproducing necessary written or printed *documents*, computer system *records*, business *records*, manuscripts, securities, deeds, and any other *documents*, plans, specifications, drawings and designs damaged or lost by an event covered by this 'Theft' section.
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<b>9. Temporary removal</b>	We will extend the 'Theft' section cover to <i>your contents</i> whilst temporarily removed from <i>your building(s)</i> at the <i>location(s)</i> shown in <i>your policy schedule</i> whilst securely contained within any other locked building(s) in <i>Australia</i> . Cover for temporary removal ceases when <i>your contents</i> have been removed from the <i>location</i> for a period of 30 consecutive days.  The maximum we will pay for temporary removal is 25% of the sum insured of the <i>location</i> specified with the highest sum insured shown in <i>your policy schedule</i> for this section.
<b>10. New premises (ongoing or temporary occupation) - Temporary cover</b>	We will temporarily extend cover provided by this section to <i>contents</i> whilst securely contained within any newly occupied by <i>you</i> locked building(s) for a maximum period of 30 consecutive days commencing from the date <i>you</i> commenced using the new location. The maximum we will pay for this additional benefit is 50% of the highest sum insured shown in <i>your policy schedule</i> for each category of property.

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## Exclusions applying to this section

We will not cover loss or damage:

1. to *money* other than cover provided in Additional Benefit 5. Loss of negotiable securities;
2. to growing crops, trees and plants which are not *stock*;
3. to tobacco, cigarettes or cigars, unless shown in *your policy schedule*;
4. to animals or living organisms which are not *stock*;
5. to jewellery, furs, bullion, precious stones, articles containing gold, silver or other precious metals which are not *stock*;
6. to registered *motor vehicles*, *watercraft*, *aircraft*, or accessories, equipment or spare parts while contained in or on registered *motor vehicles*, *watercraft* or *aircraft*, unless they are *stock*;
7. arising from any theft where *you* or any person who normally resides with *you* is involved as a principal or accessory to the theft;
8. to *contents* located in yards or other open space, or any veranda, pergola, carport or other open sided structures which cannot be fully enclosed by the use of roofs, walls with lockable doors or windows.

## Condition applying to this section

### Intruder alarm and detection condition

If *you* have advised *us* an intruder alarm and/or intruder detection system is fitted to the premises and *you* are responsible for the operation of these systems, we will not pay for loss or damage of *your contents* unless the intruder alarm system is:

1. maintained in good condition and regularly tested in accordance with the manufacturer's recommendations; and
2. engaged and operational outside *business hours*.

This condition will not apply to loss or damage arising out of:

3. any reasonably unavoidable interruption of the power supply or communications service to; or
4. any other unexpected malfunction of,  
the intruder alarm and/or intruder detection system.

# Money section

## Cover

We will cover *you* up to the sum insured shown for each item in *your policy schedule* for loss of or damage to *money* belonging to *you* and connected with *your business* which occurs during the *period of insurance*:

1. in transit, anywhere in *Australia* or in a bank's night safe. Wages and salaries after the transit is completed is covered under the transit cover until disbursed provided that if not paid to *your employee* by the end of *business hours* on the day of transit, the *money* is kept in a securely locked *safe* or *strongroom* outside *business hours*;
2. in the building(s) during *business hours* but not in a *safe*;
3. in the building(s) outside *business hours* but not in a *safe*;
4. in the building(s) whilst contained in a locked *safe*, locked *strongroom* or an automatic teller machine;
5. at *your* or *your employee's* residence.

## Additional benefits applying to this section

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- |  |  |
|--|--|
| <b>1. Seasonal increase period</b>   | We will increase the sums insured by 50% during a <i>seasonal increase period</i> for Covers 1, 2, 4 and 5. This additional benefit will not apply to Cover 3. Money in the building(s) outside <i>business hours</i> .  |
| <br>   |  |
| <b>2. New premises (ongoing or temporary occupation)<br/>- Temporary cover</b> | We will temporarily extend cover provided by this section to <i>money</i> at any new location first occupied by <i>you</i> during the <i>period of insurance</i> provided that: <ol style="list-style-type: none"><li>(a) this temporary cover period is limited to the lesser of:<ol style="list-style-type: none"><li>(i) 30 days from the date <i>you</i> acquire or commence using the <i>business premises</i>; or</li><li>(ii) the expiry date of the current <i>period of insurance</i>;</li></ol></li><li>(b) the <i>business premises</i> are used for the business shown in <i>your policy schedule</i>;</li><li>(c) the new <i>business premises</i> comprise buildings of similar construction, fire and burglary protection as featured in any <i>business premises</i> shown in <i>your policy schedule</i>.</li></ol> |
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- 2. New premises (ongoing or temporary occupation)** You must provide to us full details of the new *business premises* within 30 days of the commencement of this temporary cover. If we agree to continue the cover you must pay any additional premium that we may require.
- Temporary cover** The maximum we will pay for this additional benefit is 20% of the sum insured shown in *your policy schedule* for each item of money cover.
- (continued)
- 3. Travellers' money** Loss of *money* belonging to *you* in the custody of an *employee* whilst travelling on business outside *Australia*, subject to a limit of \$5,000.
- 4. Counterfeit currency** We will indemnify *you* for losses sustained by *you* due to the acceptance in good faith, in exchange for merchandise, *money* or services, of counterfeit Australian currency notes, up to \$500 more than the applicable excess in any one *period of insurance*.
- 5. Replacement of locks, keys and combinations** In addition to the sum insured shown in *your policy schedule*, we will also pay up to an amount of \$5,000 for the cost of:
- (a) re-coding or replacing locks, keys and combinations that are used to lock *your safe, strongroom or business premises*;
  - (b) opening *safes or strongrooms*;
- as a result of burglary or attempted burglary of *business property* occurring during the *period of insurance* and covered under this section.
- Additional Benefit 5.(a) shall also apply if there are reasonable grounds to suspect that keys or combinations have been stolen or copied without *your permission*.
- If *you* are also insured under the 'Theft' section, the benefit payable for Replacement of locks, keys and combinations shall not be cumulative and shall be limited to \$5,000 in the aggregate.
- 6. Safes, strongrooms, automatic teller machines** When *you* insure *money* under Cover 4., we will also pay up to an amount of \$5,000 in addition to the sum insured for that item to repair or replace damaged *safes, strongrooms or automatic teller machines* as a result of theft or attempted theft of money.
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- 7. Temporary protection** We will pay the costs necessarily and reasonably incurred by *you* in effecting temporary protection and the employment of guards/watchmen to safeguard the insured property as a result of theft or attempted theft of *money* occurring during the *period of insurance* and that is insured under this section.
- The limit of *our* liability under this additional benefit is \$5,000 for any one event.
- If *you* are also insured under the 'Theft' section and or 'Glass' section, this benefit payable shall not be cumulative and shall be limited to \$5,000 in the aggregate.
- 
- 8. Credit cards and electronic funds** We will pay up to \$5,000 for loss of *money* from the illegal use of financial transactions or credit cards by an unauthorised person. We will not pay if the *money* lost was authorised or intentionally assisted by *you* or *your employees*.

## Exclusions applying to this section

We will not cover loss of *money*:

1. due to shortage resulting from clerical or accounting errors or loss due to errors in receiving or paying out;
2. not discovered within seven working days of the occurrence;
3. due to *your* fraud or dishonesty or that of any member of *your family*, directors or partners;
4. exceeding \$2,500 during any one *period of insurance* by or through the collusion of or any act of fraud or dishonesty by any of *your employees*;
5. carried by professional *money carriers*, professional carriers, common carriers, registered debt collectors, document carriers or Australia Post;
6. from any unattended *motor vehicle*;
7. from any *safe* or *strongroom* opened by a key or by use of details of combination which have been left on the *business premises* outside *business hours*.

# Glass section

## Definitions specific to this section

Term	Definition
<b>Breakage</b>	Fracture extending through the entire thickness of the glass or vitreous china fixtures.
<b>External glass</b>	Fixed glass in external windows, walls, doors, showcases, skylights.
<b>Internal glass</b>	Glass in internal partitions, windows and doors, refrigerating cabinets, glass in counters, furniture, storage cabinets, shelving, interior showcases, fixed mirrors and other fixed internal glass including ceramic vitreous china urinals and toilet pans and hand basins.
<b>Vandalism</b>	Intentional damage other than <i>breakage</i> to external and <i>internal glass</i> by third parties other than <i>family</i> or <i>employees</i> .

## Cover

We will cover you for *breakage* or *vandalism* of *external glass* and *internal glass* as shown in *your policy schedule* which occurs during the *period of insurance* at the *location* belonging to you or for which you are legally responsible.

## Basis of settlement applying to this section

We will pay the lesser of the cost to repair or replace broken glass with glass of similar or higher quality to comply with any regulation, statute or the requirements of The Standards Association of Australia.

## Additional benefits applying to this section

In the event of *breakage* of insured glass, we will also pay up to \$5,000 in total under Additional Benefits 1. to 6. for all losses arising out of the one occurrence.

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- 1. Temporary protection** The cost of temporary shuttering, boarding up, the employment of security guards to safeguard the insured property, or other security protection necessary, pending replacement of the broken glass.

If *you* are also insured under the 'Theft' section and or 'Money' section, this benefit payable shall not be cumulative and shall be limited to \$5,000 in the aggregate.

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- 2. Items affixed to glass** Damage to sign writing, ornamentation, security film, reflective materials or window tinting film, burglary alarm sensors, wiring, tape and electrical connections affixed to the glass.
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- 3. Shopfronts** Damage caused by violence to window frames, door frames and shop fronts.
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- 4. Damage to property** Damage or spoilage to *contents* and/or *stock* due to *breakage* of insured glass.
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- 5. Damage to signs** Damage to signs made of Perspex or plastic including damage to signs caused by *vandalism* or accident even when other insured glass is not damaged.
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- 6. Overtime** The reasonable costs for after-hours service by repairers, express delivery and overtime charges to repair or replace broken glass.
-

## Exclusions applying to this section

We will not cover:

1. *Breakage* of:

- (a) tubing or light fittings;
- (b) glass that was cracked, imperfect, chipped or in poor condition before the period of cover;
- (c) glass caused by artificial heat;
- (d) glass not fit for the purpose intended;
- (e) glass during installation, removal or work thereon or upon their framework or other fittings;
- (f) glass which is *stock*;
- (g) glass which is part of any glasshouse, conservatory or the like;
- (h) glass in any radio, television screen, computer screen, vase, picture, crystal, crockery, china or glass item normally carried by hand.

2. *Breakage* caused by:

- (a) fire, explosion, storm, earthquake and *flood*;
- (b) transit to or from *your* business premises;
- (c) wear and tear.

# Portable items section

## Definitions specific to this section

Term	Definition
<b>Insured item</b>	The items which are specified on <i>your policy schedule</i> including carrying case and usual accessories and which are owned by <i>you</i> or for which <i>you</i> are legally responsible.
<b>Insured loss</b>	Loss or damage arising from a sudden and unforeseen accident occurring anywhere in <i>Australia</i> during the <i>period of Insurance</i> .
<b>Unmanned aircraft systems</b>	Unmanned aircraft systems (includes aerial drones) as defined by the Australian Government Civil Aviation Safety Authority used by <i>you</i> in <i>your business</i> .

## Cover

We will cover insured items for *insured loss* subject to the following limitations:

1. We will not pay more than \$2,500 per individual item unless the item is specified with a higher amount on *your policy schedule*.
2. Where the item is described in *your policy schedule* in general terms such as "all property" or "all (a description of the class of property)" or the like, we will not pay more than \$2,500 for any one individual item.

## Basis of settlement applying to this section

We will pay:

1. if the *insured item* has not been recovered or the cost of repair exceeds the replacement cost;
  - (a) if the *insured item* can be replaced, the cost to replace the item with the same or similar item equal to but no better or more extensive than its condition when new; or
  - (b) if the *insured item* cannot be replaced as it is no longer available or a similar item is not available, the sum insured; or
  - (c) if the *insured item* can be replaced but *you* prefer a cash settlement, the cost to replace the *insured item* with the same or similar item equal to but no better or more extensive than its condition when new; less an equitable amount for age, wear, tear, depreciation and the general condition and remaining useful life of the *insured item*.
2. if the *insured item* can be repaired;
  - (a) the cost to repair the *insured item* to a condition equal to but no better or more extensive than its condition when new; or
  - (b) if *you* prefer a cash settlement, the cost to replace the *insured item* with the same or similar item equal to but no better or more extensive than its condition when new; less an equitable amount for age, wear, tear, depreciation and the general condition and remaining useful life of the *insured item*.

We will not pay more than the sum insured shown in *your policy schedule* for each item covered less the excess shown in *your policy schedule*.

## Exclusions applying to this section

1. We will not cover any loss or damage directly or indirectly caused by:
  - (a) mechanical, electronic or electrical breakdown or derangement unless as a consequence of an *insured loss*;
  - (b) cracking, scratching or *breakage* of glass or fragile items or surfaces unless as a consequence of *insured loss*;
  - (c) loss or damage caused by rust, corrosion, oxidation, mildew, mould, moths, vermin, insects, change of colour, or any process of heating, drying, cleaning, dyeing or alteration;
  - (d) the action of light or atmospheric conditions or gradually developing conditions, vibration, wear, tear and/or depreciation;
  - (e) dishonesty by *you* or others to whom any *Insured item* may be delivered, entrusted, loaned or rented;
  - (f) theft by *employees*;
  - (g) unexplained inventory shortage;
  - (h) theft from an unattended *motor vehicle* unless there is evidence of forcible and violent entry evidenced by visible damage to the securely locked portion of any *motor vehicle* containing any *insured item*.
2. We will not cover loss or damage to any sporting equipment whilst in use.
3. We will not cover loss or damage to any *unmanned aircraft systems* whilst in use.
4. We will not cover property whilst it is hired out to third parties.
5. We will not cover firearms, pistols, guns and weapons.
6. We will not cover *insured items* for *insured loss* covered under any other section of this *policy*.
7. We will not cover motorised plant or equipment that *you* ride on or in (other than lawn mowers less than 10Kw (13.4HP) and electrically powered personal mobility devices) including accessories and equipment usually used with the mobile plant or equipment.
8. We will not cover any *consequential loss* or damage.
9. We will not cover property not owned by *your business*.

# Breakdown section

## Definitions specific to this section

Term	Definition
<b>Breakdown</b>	Sudden and unforeseen physical loss or damage to an <i>insured item</i> .
<b>Boilers, pressure vessels and pressure pipe systems</b>	The permanent structure of <i>insured items</i> 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 the rotating, reciprocating or electrical apparatus attached to them.
<b>Electronic data</b>	The information stored on the <i>electronic data media</i> including <i>software</i> .
<b>Electronic data media</b>	Non-volatile magnetic or optical discs or tapes or solid-state semiconductor memory used in the computer to store the information.
<b>Electronic plant</b>	All computers, word processors and other electronic equipment including all ancillary equipment attached thereto.
<b>Insured item(s)</b>	Any of the following provided it is owned, leased, operated or controlled by you and used in your <i>business occupation</i> :  (a) <i>plant and machinery</i> ; and (b) <i>electronic plant</i> .
<b>Plant and machinery</b>	Electrical and mechanical items, including electronic and other integral parts of the <i>plant and machinery</i> including <i>boilers, pressure vessels and pressure pipe systems</i> .  <i>Plant and machinery</i> does not include:  (a) motor vehicles or mobile plant; (b) computers, electronic data processing equipment, office equipment, telecommunication transmitting and receiving equipment, audio visual amplification and surveillance equipment;

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<b>Plant and machinery</b> (continued)	(c) research, diagnostic and electro medical equipment; (d) televisions, videos, gambling or amusement machines; (e) lifts or escalators.
<b>Software</b>	The collection of programs which cause a computer to perform a desired operation or series of operations.

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## Cover

We will cover you for *breakdown* that occurs at the *location* during the *period of insurance* which requires immediate repair or replacement to allow continuation of use.

## Basis of settlement applying to this section

1. In the event of *breakdown*, we will pay you up to the sum insured for the reasonable cost of repairs or replacement necessary to return the *insured item* to its former state of operation including:
  - (a) cost of dismantling, re-erection 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; and
  - (d) hire of a temporary replacement item during the time taken to repair damage to any *insured item*;
  - (e) replacement of lubricating oil and refrigerant lost from an *insured item* as a direct result of *breakdown*.

Provided the total of all these costs shall be limited to \$10,000 and we will not pay more than the sum insured per item shown in *your policy schedule*.

2. All *insured items* which can be repaired must be repaired. However, should the item be uneconomical to repair due solely to the nature of the *breakdown*, settlement will be the lesser of:
  - (a) 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* of when new; or
  - (b) the sum insured of the *insured item*.
3. We shall not be required to replace the *insured item* exactly, but only as circumstances permit.

## **Breakdown section**

4. Where components or manufacturer's specifications are no longer available due to obsolescence, we will pay the cost to replace the *insured item* less an equitable amount for age, wear, tear, and depreciation, and will make an adjustment for the general condition and remaining useful life of the individual item or components that are damaged.
5. The value of any salvage will be subtracted from any amount payable under this section.
6. The amount of each claim otherwise payable will be reduced by the amount of the excess shown in *your policy schedule*.

## **Basis of settlement applying to electronic plant**

No deduction will be made for depreciation or parts of *insured item of electronic plant* replaced except for valves, tubes (including picture and x-ray tubes) and light sources. 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.

## **Additional benefits applying to this section**

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- |   |   |
|---|---|
| <b>1. Newly installed Items</b>                     | <p>We will temporarily extend cover provided by this section to cover additional items that are installed during the <i>period of insurance</i>, provided that this temporary cover is limited to the lesser of:</p> <p class="list-item-l1">(a) 30 days from the date <i>you</i> installed the additional items; or</p> <p class="list-item-l1">(b) the expiry date of the current <i>period of insurance</i>.</p> <p>The maximum we will pay for this additional benefit is 50% of the sum insured per item shown in <i>your policy schedule</i>.</p> <p>If <i>you</i> require cover for these items beyond 30 days, provide <i>us</i> full details of the new items. We may require additional premium, which <i>you</i> will need to pay for the cover to continue for these items.</p> |
| <b>2. Electronic data and electronic data media</b> | <p>We will indemnify <i>you</i> for damage to the <i>electronic data</i> and <i>electronic data media</i> caused solely as the result of <i>breakdown</i> of <i>electronic plant</i>.</p>   |
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**2. Electronic data and electronic data media**

(continued)

**Basis of settlement**

We will pay you for such damage up to \$5,000 less the excess shown in your policy schedule including:

- (a) the actual cost of replacement of lost or damaged *electronic data media* by new unused materials;
- (b) any expenses which have been incurred by you only for the purpose of restoring the *electronic data* by reproduction of data or information in a condition equivalent to that existing prior to insured damage and necessary to allow operation of the *insured item* to continue in the normal manner.

Lost *electronic data* may be reproduced in an updated form if the cost of doing so is no greater than that of reinstatement in the original form.

And provided:

- (c) We will only be liable for costs and expenses incurred within a period of 12 months following the insured damage within the *period of insurance*;
- (d) this additional benefit only applies whilst the insured *electronic data media* is:
  - (i) at the *location*;
  - (ii) at a media storage location; or
  - (iii) temporarily at an alternative location for processing purposes or in transit between any of these locations;
- (e) the amount of each claim otherwise payable shall be reduced by the amount of the excess shown in your policy schedule.

**Exclusions for electronic data and media**

We will not pay for:

- (a) loss or distortion of *electronic data* contained on the *electronic data media* while mounted in or on any machine for use of processing unless such loss or distortion occurs:
  - (i) at the *location* due to *breakdown of electronic plant*; or
  - (ii) at another location temporarily for processing purposes due to *breakdown of the electronic plant* which would be indemnifiable if the *electronic plant* was insured under this section;

- 2. Electronic data and electronic data media**
- (continued)
- (b) wasting or wearing away or wearing out caused by or naturally resulting from ordinary use or working or gradual deterioration;
- (c) loss or damage caused by atmospheric conditions, moisture or changes in temperature unless directly resulting from damage to air-conditioning equipment which would be indemnifiable if the equipment were insured under this section;
- (d) work undertaken without *our* approval other than for minor or provisional repairs;
- (e) operation of *insured items* without being satisfactorily repaired following *breakdown*;
- (f) the cost of restoring data created more than three months before the *breakdown* causing loss of data that has not been backed up on alternative *electronic data media*.
- 
- 3. Increased cost of working**
- We will indemnify *you* as set out in basis of settlement below for any reasonable and necessary additional costs of operating *your business occupation* directly resulting from interruption or interference to *your business occupation* to prevent a reduction in turnover but only if the interruption or interference is as a result of *breakdown* of an *insured item*.
- 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 the *business occupation* 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.
- Basis of settlement**
- (a) The total of all claims payable under this additional benefit during the *period of insurance* will not exceed \$2,500.
- (b) 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 insured items* by the use of substitute equipment to maintain normal operation of *your business occupation* during the interruption for:
- (i) the actual hire charges incurred for the rental of substitute equipment; and
- (ii) the cost of additional personnel and transport expenses incurred with the use of the substitute equipment.

- 3. Increased cost of workinga**  
(continued)
- (c) We will cover you upon the commencement of use of a substitute *plant and machinery* or *electronic plant*.
  - (d) We will be liable for additional expenditure incurred during the actual period of the interruption but not exceeding 3 months as the indemnity period.
  - (e) The amount of each claim otherwise payable shall be reduced by the amount of the excess shown in *your policy schedule*.

### **Exclusions for increased cost of working**

We will not pay for:

- (a) any costs incurred during the first 48 hours following the loss;
- (b) the costs incurred during:
  - (i) interruption due to the carrying out of alterations, additions, overhauls or improvements to the *electronic plant*;
  - (ii) interruption due to the carrying out of cleaning, adjustment, inspection or maintenance of the *electronic plant*; or
  - (iii) the extension of any interruption due to any measure, restriction or regulation imposed by any government, public or local authority.
- (c) Additional costs incurred where the period of interruption otherwise applicable is increased beyond four weeks due to delay in the repair or replacement of items manufactured outside *Australia* where such delay results from:
  - (i) measures, restrictions or regulations imposed by any government or public or local authority;
  - (ii) the time required to procure replacement parts or complete items in overseas markets;
  - (iii) the time required to transport or ship component parts or complete items between the *location* and any overseas place of repair or replacement; or
  - (iv) the time required to engage and transport overseas specialists or consultants to assist in or supervise local repairs.

## **Optional cover applying to this section**

If you select the following optional cover, it will be shown in *your policy schedule*. An additional premium will apply.

### **Deterioration of stock**

We will indemnify you up to the sum insured for loss of or damage to stock or contents contained in a temperature-controlled storage space caused by deterioration or putrefaction as a result of:

1. *breakdown* to the temperature control machinery;
2. sudden and unforeseen failure of the public power supply;
3. operation or failure to operate, of controls or protective devices within the refrigeration machinery;
4. contamination of the stored stock by the accidental escape of refrigerant into the cold chamber; or
5. sudden leakage of refrigerant from the refrigeration machinery or pipe system forming part of the refrigeration machinery;

occurring during the *period of insurance* at the insured *location* shown on the *policy schedule*.

### **Basis of settlement for deterioration of stock**

1. We will pay you:
  - (a) the *indemnity value*; or
  - (b) the contracted price from *your usual supplier*, whichever is the higher, for lost or damaged stock calculated immediately prior to the loss or damage occurring.
2. The amount of each claim otherwise payable shall be reduced by the amount of the excess shown in *your policy schedule*.

We will not pay more than the sum insured shown for deterioration of stock on the *policy schedule*.

**Exclusions for deterioration of stock**

We will not pay for:

1. loss or damage following loss of public power supply due to:
  - (a) the deliberate act of any public power supply authority;
  - (b) the decision by any public power supply authority to restrict or withhold supply;
2. loss caused by the manual operation or manual setting of switches, controls or protective devices;
3. any loss or damage due to shrinkage, inherent defects or diseases;
4. loss or damage caused by improper storage, collapse of the packing material or storage structure;
5. penalties for delay or detention or damage or liability;
6. loss of or damage to any living animal, plant, fungus or organism. This exclusion does not apply to semen; embryos; medical and veterinarian serums, vaccines, and antigens.

**Condition for deterioration of stock in cold storage**

An increase of 20% in the limit of indemnity under this optional cover shall apply during the following periods:

- (a) four weeks prior to and including Christmas Day;
- (b) one week after and including 26 December;
- (c) two weeks prior to and including Easter Tuesday;
- (d) one week after but not including Easter Tuesday.

Provided you can demonstrate that the stock levels during such period have risen by more than 20% above standard levels and that the increase has happened solely for the purpose of meeting additional customer demand associated with such period.

## **Exclusions applying to this section**

We will not cover:

1. *consequential loss*;
2. loss or damage caused by or arising from:
  - (a) Insured Events 1. to 10. or any events or circumstances excluded therein applicable to the 'Business buildings and contents' section of this *policy*;
  - (b) theft or burglary or attempts thereat; and
  - (c) chemical explosion (other than explosion of flue gas in *boilers, pressure vessels and pressure pipe systems*).
3. the cost of:
  - (a) replacement of component parts worn through normal use or operation unless necessary as part of the rectification of insured damage not otherwise excluded under this section;
  - (b) maintenance work including but not limited to the tightening of loose parts, recalibration or adjustments;
  - (c) alteration, additions, improvements or overhauls whether carried out in the course of repairs covered by this *policy* or as a separate operation;
  - (d) replacement or repair, caused by gradual deterioration (including rust, corrosion, erosion, oxidation or scale formation);
  - (e) temporary repairs unless they constitute part of the final repairs and do not increase the total repair costs;
  - (f) repair of scratches or painted or polished surfaces unless caused by *breakdown*; or
  - (g) anything to the extent *you* are entitled to recover for labour and parts under a maintenance agreement, warranty, guarantee or indemnity in *your* favour by the manufacturer or any other person.

## Exclusions applying to plant and machinery

We will not cover:

1. loss or damage caused by or arising from atmospheric conditions, moisture or changes in temperature unless directly resulting from damage to or malfunction of air conditioning equipment;
  2. the cost of:
    - (a) replacement of expendable items such as belts, filters, fuses, electric heating elements, electrical contacts, thermostats, thermal expansion valves, cutting blades, crushing surfaces, glass or porcelain, ceramics, chains, seals, links, dies and moulds, conveyor belting, lubricants, fuel and any transfer media;
    - (b) repairs to piping and other ancillary systems due to cracking of pipe work; or
    - (c) replacement of refractory or brickwork forming part of an *insured item of plant and machinery*;
- unless necessary as part of the rectification of the *breakdown* not otherwise excluded under this section.
- (d) modification or alteration of *insured items of plant and machinery* which has suffered insured damage to enable it to operate with a more ozone friendly refrigerant gas as required by the UNEP (United Nations Environmental Protection) Montreal Protocol with respect to substances which deplete the ozone layer;
  - (e) replacement of lighting equipment, reticulating electrical wiring, reticulating liquid and gas piping and ducting;
  - (f) repair of slowly developing deformation or distortion of any part;
  - (g) repair of blisters, laminations, flaws or grooving even when accompanied by leakage;
  - (h) damage caused to *insured item(s)* caused by any hydraulic testing;
  - (i) repairs to valves, fittings, glands, joints, gaskets, pipes, lines and connections which are defective or leaking;
  - (j) repairs to shaft keys requiring tightening, fitting renewal;
  - (k) damage caused by the movement of foundations, masonry or brick work; or
  - (l) removal and installation of underground well casings, and redrilling or extending bore holes.

## **Breakdown section**

### **Exclusions applying to electronic plant**

We will not cover:

1. loss or distortion of *electronic data* and *electronic data media* unless *you* have computers insured;
2. 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, toner, ink and fuses unless necessary as part of the rectification of insured damage not otherwise excluded under this section.

## **Conditions applying to this section**

### **1. Reasonable steps**

On the happening of any occurrence which might give rise to a claim under this section, in addition to complying with general conditions of this *policy* for claims *you* must:

- (a) take all reasonable steps to minimise the extent of the loss; and
- (b) preserve any damaged or defective plant or items and make them available to *us* for inspection.

### **2. Our liability**

*Our* liability will cease for any *insured item* which has sustained damage and is operated without having been repaired in a manner consistent with the manufacturer's recommendation and the generally accepted rules of engineering practice.

### **3. Under-insurance**

Where we have shown in *your policy schedule* that *you* have blanket cover; and

- (a) *you* have declared to *us* the quantity of *insured items* of *plant and machinery* at the *business premises* included under blanket cover; and
- (b) the actual total number of *insured items* at the *business premises* exceeds the quantity declared by more than two items,

we will reduce the amount we pay by the proportion the quantity of declared items bears to the number of items at the *business premises* at the time of loss.

#### **4. Inspection**

*You* shall permit *us* or *our* representative at all reasonable times the right to inspect and examine any items insured by this section.

*You* or *your* repairer are to keep all machinery or parts for a period of 30 days after *you* have reported (in writing) a loss or damage to *us* and allow *us* access, at *our* cost, to inspect the machinery or parts. If *you* do not keep the machinery or parts, we may refuse to pay part or all of a claim.

*Your* repairer will be required to make written records showing adequate details of loss or damage to machinery, cause of loss or damage, work done, and parts replaced. If *you* do not ensure the repairer complies with the request, we may refuse to pay part or all of a claim.

# Tax audit section

## Definitions specific to this section

Term	Definition
<b>Accountant's fees</b>	Fees, charges, expenses and disbursements rendered by any accountant, assessor, consultant, investigator or by any mediator appointed by any alternative dispute resolution centre which are reasonably and properly incurred in relation to any <i>statutory tax audit</i> .
<b>Business</b>	The business of the insured as described on <i>your policy schedule</i> , including personal taxation returns of the insured and spouse.
<b>Culpability component</b>	A determination by a relevant statutory authority signifying circumstances consequent to which the insured incurs a culpability component signifying, or which has been imposed on the basis of, reckless or deliberate tax evasion or similar offence by the insured.
<b>Occurrence</b>	Any occurrence which may give rise to a <i>statutory tax audit</i> .
<b>Statutory tax audit</b>	An official examination and verification of accounts and records from a relevant statutory body which arises from a <i>Tax Act</i> and incurs accounting costs arising in the course of, and in the normal conduct of <i>your business</i> .
<b>Tax Act</b>	An Act of any Australian Parliament which was enacted pursuant to a taxation power.

## Cover

We agree to indemnify *you* up to the sum insured specified on *your policy schedule* less the amount of the excess shown on *your policy schedule* in respect of *your liability* to pay *accountant's fees* in connection with an audit of *your business* conducted pursuant to a *statutory tax audit*, where notification of the audit:

- (a) occurred during the *period of insurance*; and
- (b) is given to *us* during the *period of insurance*.

## Basis of settlement applying to this section

*Our aggregate limit of liability in any one period of insurance for all claims arising out of the one occurrence will not exceed the sum insured specified in your policy schedule.*

## Exclusions applying to this section

*We will not pay accountant's fees:*

- (a) unless we are satisfied that the applicable *culpability component* has not been, or is not likely to be imposed in excess of 50% assessable related to the culpability scale imposed pursuant to the relevant *Tax Act*;
- (b) incurred in the defence of any *statutory tax audit* arising out of any directorship or the holding of any other position or office with any corporation;
- (c) arising out of an audit commenced outside the *period of insurance*;
- (d) in respect of work undertaken by *you* or income derived by *you* outside *Australia*;
- (e) arising out of any delay in the submission of an income tax return;
- (f) in circumstances where *you*, in respect of a final assessment of taxable income and/or income tax payable, incur a *culpability component* signifying, or which has been imposed on the basis of, recklessness or deliberate tax evasion or similar offence by *you*;
- (g) arising out of the failure of a third party to submit an income tax return;
- (h) in respect of an audit where the returns for the period in question were not prepared by or approved by an independent accountant or registered tax agent prior to lodgement with the Australian Taxation Office.

*Notwithstanding anything to the contrary in this policy, we will not pay accountant's fees incurred in the defence of any *statutory tax audit* in circumstances where *you*:*

- (i) are or become bankrupt or commit an act of bankruptcy;
- (j) make or enter into a scheme of arrangement or compromise with creditors;
- (k) being a corporation, are in liquidation or come under the control of a receiver or receiver and manager or an agent for a mortgagee in possession.

## Conditions applying to this section

The following conditions apply to this section of the *policy*.

There are also general conditions which apply to all sections of this *policy*.

### 1. Our consent

*We* will be under no liability to make any payment in relation to *accountant's fees* incurred unless *our* prior written consent (such consent not to be unreasonably withheld) has been obtained in accordance with the terms and conditions of this *policy*.

*We* will be entitled at any time to withdraw the indemnity granted under this *policy* if *you* no longer have reasonable grounds for defending the tax audit whereupon we will not be liable in respect of any *accountant's fees* incurred thereafter.

If *you* and *we* do not agree whether *you* have reasonable grounds to defend the tax audit, *we* will follow the advice of a Senior Counsel *you* and *we* agree on. If *you* and *we* cannot agree on the Senior Counsel, *we* will ask the President of the Bar Association in the relevant State or Territory to nominate one.

*Our* agreement to make any payment in relation to *statutory tax audit* and *accountant's fees* and *our* approval of *your* accountant, do not constitute any acknowledgement that all *accountant's fees* charged by *your* accountant are reasonable and are to be reimbursed in accordance with the terms of this *policy*.

### 2. Substantiation of claim

Subject to the terms, conditions, limitations and exclusions of this *policy*, *we* agree to indemnify *you* up to a maximum of \$1,000 any one claim for substantiation of a claim and for which documentary evidence only is required.

### 3. Your obligations

*You* must at all times exercise care and take all reasonably necessary precautions to avoid incurring any liability which might give rise to a claim under this *policy*, and must not recklessly pursue a course of action which will inevitably result in a claim under this *policy*.

## 4. Notification of occurrences and claims

- (a) If, during the *period of insurance*, you become aware of any occurrence which may give rise to a claim under this *policy*, you must give us notice as soon as you can. Any subsequent tax audit arising out of such occurrence will be deemed to have been commenced during the *period of insurance*.
  - (b) You must, upon receipt of any notice, whether written or oral, of any intention to make a claim or demand or issue a writ or summons against you or upon becoming aware of any allegation which may give rise to any such claim, demand, writ or summons or upon the discovery of any occurrence, notify us in writing as soon as practicable during the *period of insurance* and shall provide full information in respect thereof.
- Notwithstanding anything to the contrary in this *policy*, the accountant shall be appointed by and on your behalf and you shall be primarily liable for the payment of *accountant's fees* incurred by that accountant.
- (c) You must authorise and instruct the accountant:
    - (i) to disclose to us all such information and documentation as we may require from time to time;
    - (ii) to keep us fully and continually informed of all material developments in the tax audit and of the completion of the *statutory tax audit*;
    - (iii) to advise us as soon as they can of any offers or compromise proposals or recommendations to make offers or compromise proposals; and
    - (iv) to advise us if, in the accountant's opinion, there is no longer any reasonable prospect of success or if the prospects for success materially alter.
  - (d) You must not unreasonably refuse to follow the advice of the accountant as to the conduct of the *statutory tax audit* including advice relating to the making or accepting of any offer to settle or the discontinuance of the *statutory tax audit*.
  - (e) You must afford the accountant full co-operation in the pursuit or defence of the *statutory tax audit*.

## 5. Taxation of costs

- (a) You must forward copies of all accounts for *accountant's fees*, and any correspondence relating to them to us upon receipt, and must not pay or otherwise compromise or settle such account without giving us at least 14 days prior notice.
- (b) If instructed by us, you must direct any accountant or other person retained on your behalf in the conduct of the *statutory tax audit* to have any account or charge referred to any relevant authority to be taxed, assessed or audited.

## 6. Recovery of costs

- (a) *You must pay to us any and all costs, up to the amount of the accountant's fees incurred by us, which are recovered by you in connection with the statutory tax audit, and you will take, at our expense, every measure to recover such accountant's fees from any third party.*
- (b) *We will not exercise any rights of subrogation that may accrue as a consequence of any payment made under this policy against any director, partner or subcontractor of yours, unless such payment has been brought about or contributed to by the dishonest, fraudulent or criminal act of such director, partner or subcontractor.*
- (c) *We may limit or exclude our liability in relation to any accountant's fees if you, without our prior written consent, which consent, may be withheld, in our absolute discretion, enter into any agreement or other arrangement of understanding which has the effect of limiting or denying our rights of subrogation in relation to such accountant's fees.*

## 7. Failure to comply with conditions

If *you* fail to comply with any of the terms or conditions of this *policy*, we may reduce *our* liability in relation to any *accountant's fees* by an amount that fairly represents the extent to which *our* interests have been prejudiced as a result of that failure or omission. If the act or omission giving rise to such failure could reasonably be regarded as being capable of or causing or contributing to a loss in respect of which cover is provided under this *policy*, we may refuse to indemnify *you* in respect of the claim, apart from any part of the loss *you* can show was not caused by the act or omission.

# General Exclusions

These general exclusions apply to all sections of this *policy*.

## 1. War, terrorism or nuclear material

This *policy* excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or looting, sacking or pillage following any of these, or the expropriation of property;
- (b) any act(s) of terrorism. For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) of the day or de facto, and which:
  - › involves violence against one or more persons; or
  - › involves damage to property; or
  - › endangers life other than that of the person committing the action; or
  - › creates a risk to health or safety of the public or a section of the public; or
  - › is designed to interfere with or to disrupt an electronic system.
- (c) radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

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

## **General Exclusions**

### **2. Unoccupancy**

This *policy* excludes loss, damage or liability during any period in excess of 60 consecutive days during which the *business premises* are left unoccupied, unless with *our* written consent (which we will not unreasonably withhold).

To have been occupied, the *business premises* must have been used for business purposes for at least two consecutive days.

### **3. Intentional damage**

This *policy* excludes damage or liability intentionally caused or incurred by:

- (a) *you*;
- (b) a member of *your family*; or
- (c) a person acting with *your* express or implied consent or that of a member of *your family*.

### **4. Cyber Risk**

This *policy* does not provide cover for any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.

However, we will provide cover for physical loss or damage to property insured, including business interruption therefrom, directly occasioned by a Cyber Incident which is caused by the following perils:

fire, lightning, thunderbolt, explosion, implosion, earthquake, subterranean fire, volcanic eruption, impact, *aircraft* and/or other aerial device, breakage of glass, the acts of persons taking part in riots or civil commotions or of strikers or of locked out workers or of persons taking part in labour disturbances which do not assume the proportions of or amount to an uprising, storm and/or tempest and/or rainwater and/or wind and/or hail, water and/or other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or appliance and/or pipes.

Nevertheless, any loss or damage, destruction, distortion, erasure, corruption or alteration of Electronic Data occasioned by a Cyber Incident shall not be recoverable, nor be considered as physical loss or damage for the purpose of this exclusion.

#### 4. Cyber Risk (continued)

Notwithstanding the foregoing, we will provide cover for loss to Electronic Data and rewriting of records as provided by Additional Benefit 4. Rewriting of records of the 'Business buildings and contents' section in the event that hardware or Electronic Data storage device of an insured Computer System sustains physical damage caused by the above perils, provided that it is directly occasioned by a Cyber Incident, which results in damage to or loss of Electronic Data stored on that hardware or Electronic Data storage device. The basis of valuation for the recovery of the damaged or lost Electronic Data shall only be the cost of reproducing Electronic Data. Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering, assembling such Electronic Data, but does not include the value of the Electronic Data to the insured or any other party even if such Electronic Data cannot be recreated, gathered or assembled.

If the 'Theft' section of the *policy* is current, we will also provide cover for losses to electronic data arising out of theft of any computer and/or computer hardware and/or firmware and/or microchip and/or integrated circuit and/or device containing such Electronic Data.

For the purposes of this exclusion:

(a) Cyber Incident shall include:

- (i) Unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof;
- (ii) Malware or Similar Mechanism;
- (iii) programming or operator error whether by the insured or any other person or persons;
- (iv) any unintentional or unplanned - wholly or partially - outage of the insured's Computer System not directly caused by physical loss or damage; affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any person or group(s) of persons.

(b) Computer System means any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or back up facility.

(c) Electronic Data means facts, concepts, information converted to a form usable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

## **General Exclusions**

### **4. Cyber Risk (continued)**

(d) Malware or Similar Mechanism means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to 'virus', 'trojan horses', 'worms', 'logic bombs' or 'denial of service attack'.

### **5. Admitted insurance**

This *policy* excludes claims made or actions instituted within any Country, State or Territory (outside *Australia*) that require insurance to be issued or secured with an insurer or organisation licensed in that Country, State or Territory to grant such insurance.

### **6. Sanctions limitation and exclusion**

We will not be liable to provide any cover, pay any claim or provide any benefit under this *policy*, to the extent that to do so may expose *us* to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

### **7. Laws impacting cover**

We will not be liable to provide any cover, pay any claim or provide any benefit under this *policy*, to the extent that it is unlawful for *us* to do so.

# General Conditions

There are conditions set out in this ‘General conditions’ section, in the ‘Claims’ section and under each particular cover and section. When making a claim, *you* must have met and then continue to comply with the conditions of *your policy*. Any person covered by *your policy*, or claiming under it, must also comply with these conditions.

If *you*, or someone covered under *your policy*, don’t meet these conditions or make a fraudulent claim we may:

1. refuse to pay *your claim* or reduce what we pay for *your claim*; or
2. cancel *your policy*.

## All persons or companies bound by this policy and its provisions

All persons or companies entitled to any benefit under this *policy* are bound by the terms and conditions of this *policy*. We may refuse a claim if *you* or any of them are in breach of any of the terms and conditions of this *policy* including any endorsements noted or attached to the *policy schedule*.

## Alteration

Unless *our* written consent is obtained (which we will not unreasonably withhold), we will not cover loss, damage or liability caused or contributed to by any alteration after the commencement of this *policy* to the information you disclosed at the commencement or renewal of this *policy*:

1. in the trade or manufacture carried on;
2. whereby the nature of the occupation or other circumstances affecting the building insured, or containing the property insured, is changed in such a way as to increase the risk of damage or the likelihood of liability losses;
3. whereby *your* interest ceases by will or operation of law;
4. whereby the business is wound up or carried on by an insolvency practitioner or permanently discontinued.

If *you* alter the risk in any of these ways we may cancel *your policy*.

## **Automatic reinstatement**

After we have admitted liability for loss or damage (other than for a total loss under the 'Business buildings and contents' section or claims in respect of products liability), we automatically reinstate the sum insured to the amount shown in *your policy schedule* at the time of loss.

If we request an additional premium, *you* must pay it to *us* or the cover will be reduced by the amount of the claim settlement.

## **Changes to your circumstances**

*You* must tell *us* as soon as possible if circumstances occur, or if changes or alterations are intended or made which change the information *you* disclosed at the commencement or renewal of this *policy*, or that is shown in *your policy schedule*.

### **Examples:**

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There are changes in the value of *your assets*

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There is a change to *your business activities*

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The address of *your business* changes

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There is a change in turnover

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There is a change in the number of *employees*

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The *business premises* will be unoccupied for a period in excess of 60 consecutive days

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There is any planned construction work at the *business premises* with a commercial value greater than \$250,000 including renovations, alteration, additions or repairs

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When *you* tell *us* of any changes, we will assess the change to the risk in accordance with *our* underwriting rules and processes. If we agree to the change, we will issue *you* with a revised *policy schedule* and ask *you* for any additional premium. If the change reduces the risk, we may reduce the premium. If *you* fail to tell *us* of all changes, *your policy* may not provide the cover *you* need and we may not pay part or all of a claim.

## Other party's interests

*You must tell us of the interest of all parties (e.g. financiers, lessors or owners) who'll be covered by your policy. We'll protect their interests only if you've told us about them and we've noted them on your policy schedule.*

## Transfer of interest

*You must not transfer any interest in this policy without our prior express written consent (which we will not unreasonably withhold).*

## Your obligations

*You must:*

1. provide us with all reasonable assistance, co-operation and information we may need;
2. be truthful and frank;
3. not behave in a way that's abusive, dangerous, hostile, improper or threatening;
4. take all reasonable precautions to avoid or minimise loss, damage, disablement or liability;
5. maintain all *business premises*, fittings, appliances and equipment in sound condition;
6. comply with all statutory obligations, by-laws and regulations imposed by any public authority, for the safety of persons or property relevant to your business; and
7. obtain certificates of inspection for all equipment required by any statute or regulation to be so certified.

# Claims

We handle many small business insurance claims every day. We know that some of *our* customers face difficult circumstances when making a claim on their policy. In some cases, *your* circumstances might prevent *you* from strictly complying with policy terms and conditions. For example, *you* may not be able to provide the assistance we normally need to process *your* claim. If this applies to *you*, then *you* or *your* family should speak to *us* about *your* situation. We will consider *your* situation and see how we can help *you*.

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If relevant, please see *our* Financial Hardship and/or Family and Domestic Violence Customer Support policies available at:

- **[qbe.com/au/about/governance/financial-hardship](http://qbe.com/au/about/governance/financial-hardship)**
  - **[qbe.com/au/about/governance/family-and-domestic-violence-customer](http://qbe.com/au/about/governance/family-and-domestic-violence-customer)**
- 

*You* can ask *us* if *your* policy covers a particular loss before *you* actually make a claim.

## 1. Proceedings and negotiations

- (a) *We* control all claims.
- (b) *We* require that *you* give *us* all relevant information and reasonable assistance we may need:
  - (i) to settle or defend claims; or
  - (ii) to recover from others any amount we have paid for a claim.
- (c) *You* must allow *us* to:
  - (i) make admissions, settle or defend claims on *your* behalf; and
  - (ii) take legal action in *your* name against another person to recover any payment we have made on a claim.
- (d) During the administration, conduct or settlement of the recovery, *you* can seek an update on the status of proceedings and we will consult *you* where appropriate.
- (e) *We* may keep any amount we recover in priority to *your* right to recover any amount that *you* have lost which is not insured under this *policy*, up to the value of *your* claim.

## 2. Discharge of our liabilities

At any time we can pay to *you* or on *your* behalf, for all claims made against *you* for any one occurrence:

- (a) the limit of liability of the section under which the claim is made, after deducting any amounts already paid; or
- (b) any lower sum for which the claim may be settled.

If we do so:

- (c) the conduct of any outstanding claim(s) will become *your* responsibility; and
- (d) we will not be liable to pay any further amounts other than costs, charges, or expenses that we agreed to pay before we made the payment referred to above.

The sum for which the claim or claims can be settled is either:

- (e) the amount for which the claimants offer to settle all claims; or
- (f) the amount assessed by a *Senior Counsel*, taking into account:
  - (i) the economics of the matter; and
  - (ii) the damages and costs which are likely to be recovered by the claimants; and
  - (iii) the likely defence costs; and
  - (iv) *your* prospects of successfully defending the claim.

If *you* and we cannot agree on the *Senior Counsel*, we will ask the President of the Bar Association in the relevant State or Territory to nominate one.

We will include the cost of the *Senior Counsel's* opinion in *your* defence costs.

## 3. Limits and excess

- (a) We will not pay more than the sum insured in respect of any claim other than those benefits that are identified as payable in addition to the sum insured, or unless we agree in writing to pay legal costs or expenses in relation to a claim.
- (b) You must pay the amount of any excess shown in *your policy schedule* for each claim we accept. We may ask *you* to pay the excess to a repairer or to *us* or it may be deducted from *our* payment to *you*.
- (c) If *you* suffer damage from a single event or accident that *you* are covered in multiple sections this *policy*:
  - (i) the highest applicable excess is payable; and
  - (ii) only one excess is payable.

## **Claims**

### **4. False claims**

If *you*, or someone acting on *your* behalf makes a false claim, or causes loss or damage deliberately, we may:

- (a) refuse to pay the claim;
- (b) cancel this *policy*; or
- (c) take legal action against *you*.

### **5. Insurance Contracts Act 1984**

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

### **6. Due observance**

If *you* fail to comply with any term, condition or provision of this *policy*, we may refuse to pay a claim, but in any event *our* rights will be subject to the provisions of Section 54 of the *Insurance Contracts Act 1984*.

### **7. Preventing *our* right of recovery**

If *you've* agreed with or told someone who caused *you* loss, damage or liability covered by *your policy* that *you won't* hold them responsible then, to the extent *we've* been prejudiced by this act, *we won't* cover *you* for that loss, damage or liability.

## What you must do

You must follow these procedures if something happens which causes loss or damage or injury which may lead to a claim. If *you* do not, we may refuse *your* claim or reduce the amount we pay *you*.

### 1. When loss or damage occurs

*You* must:

- (a) take all reasonable steps to reduce the loss or damage and to prevent further damage;
- (b) not make any admission of liability, offer, promise or payment in connection with any event;
- (c) preserve any damaged property and make it available for inspection by *our* representative or agent (including a loss adjuster);
- (d) not authorise the repair or replacement of anything without *our* agreement (which we will not unreasonably withhold);
- (e) make a full report to the police as soon as possible and provide details of the report to *us*, if:
  - (i) *you* know or suspect that property has been stolen;
  - (ii) someone has broken into *your* premises; or
  - (iii) someone has caused malicious damage to *your* property.
- We may need the police report number to process *your* claim or *our* recovery action if there is a third party who is liable for *your* loss;
- (f) promptly inform *us* by calling *us* on 133 723.

### 2. If *you* want to make a claim

*You* must:

- (a) either contact *us* by phone on 133 723 or fill out *our* claim form online at [qbe.com/au/online-claims](http://qbe.com/au/online-claims)
- (b) give *us* all relevant information and documentation which we reasonably request. If we ask for it, *you* must provide *us* with a statutory declaration verifying the truth of *your* claim and any matters connected with it; and
- (c) send *us* any court document or other communication *you* receive about the claim as soon as possible. Do not take any action yourself or ask anyone else to do so on *your* behalf.

### 3. Inspection and salvage

You must:

- (a) give us access to your property and the location or make them available to us for inspection if you make a claim;
- (b) allow us to take possession of any damaged property and deal with it in a reasonable manner. If we do not take possession of the damaged property, you cannot abandon your responsibilities for the property.

### 4. Contribution and other insurance

When making a claim, you must notify us of any other insurance that you're aware will or may, whether in whole or in part, cover any loss insured under your policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to you or any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

### 5. Claim payments and GST

If you're a business you must tell us if you're registered, or are required to be registered, for GST. When you do this, we need you to give us:

- (a) Your ABN;
- (b) The percentage of any input tax credit you will claim, or will be entitled to claim, on your premium.

When we pay a claim, your GST status will determine the amount we pay you. Your claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless we say otherwise, all amounts in your policy are inclusive of GST. There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

### 6. Providing proof

You must be able to demonstrate that you've suffered a loss covered by your policy for your claim to be accepted. We may ask you for this information if you make a claim under your policy. So your claim can be assessed quickly, make sure you keep the following records:

- (a) proof of the value of all property insured; and
- (b) receipts for medical expenses.

# Paying, renewing and cancelling

## Paying your premium

Your premium and the date it's due or the dates instalments will be deducted are shown in *your policy schedule*.

### Annual premium

If you pay your premium annually, you need to pay your premium on time to ensure you are covered. If you don't pay the premium your policy may be cancelled and we'll write to let you know when this will happen.

### Instalment payments - paying by direct debit

If you choose to pay by direct debit, you authorise us to debit your nominated account for the agreed premium. If the scheduled debit date shown in *your policy schedule* is a New South Wales public holiday or bank holiday, we'll debit your account on the next business day. We'll give you at least 14 days' notice if we change the way the direct debit of *your policy* works.

You need to make sure your nominated account details are correct and up to date. This includes advising us of the expiry date of a payment card or a change to the payment method. If your nominated account details change you must tell us at least seven days before the next instalment is due.

You need to have enough funds in your nominated account to allow our scheduled debit. If you don't, you'll be responsible for any fee or interest charged by your financial institution. You can also choose to stop your direct debit by contacting your financial institution.

### At renewal

If you pay by instalments, and renew your policy, we'll continue to deduct instalments for a renewed policy at the new premium level according to the same instalment pattern, unless you tell us to stop your direct debit.

If you don't want to renew, you must tell us at least seven days before your policy's end date so that we can arrange for the direct debit to stop in time.

### **What happens if you miss an instalment**

If you miss an instalment we'll contact you to ask you to pay it or arrange to collect it from you. If you don't pay the missed instalment your policy may be cancelled and we'll write to you to let you know when this will happen. If you don't pay the missed instalment and a claim arises, then we will deduct the missed instalment from your claim.

## **Renewing your policy**

If we offer to renew your policy, we will send you a renewal offer.

If, after we send you our renewal offer:

- (a) you make any changes to your policy that increase risk; or
- (b) you tell us about an incident that happened before the renewal date and we agree to continue to insure you:
  - (c) we'll send you an updated renewal offer; and
  - (d) to ensure your cover is not affected, you'll need to pay us any additional premium we would have required you to pay if you had told us.

If the change reduces the risk, we may reduce the premium.

Where you had no knowledge or were otherwise unaware of the circumstances surrounding the claim during the previous period of insurance, no additional premium increase will be applied.

This condition doesn't affect any other rights we have at law or under this policy.

## Cancelling your policy

You can cancel *your policy* at any time by telling *us* in which case we will retain the pro-rata rate for the time the *policy* has been in force minus any non-refundable government fees, duties or charges. If there are other people named as insured on *your policy*, we may rely on a request from one insured to cancel *your policy*.

We can cancel *your policy* as permitted by law, for example if *you* do not pay *us* *your premium* or if *you* told *us* something that *you* knew to be incorrect or untrue during *your application for cover*.

When we cancel the *policy* it will have effect from whichever of the following times is the earliest:

- (a) the time when another policy of insurance replacing this *policy* is entered into, or
- (b) four o'clock in the afternoon of the third business day after the day on which notice was given to *you*.

When we cancel the *policy* we will repay on demand a rateable proportion of the premium for the unexpired *period of insurance* from the date of cancellation minus any non-refundable government fees, duties or charges..

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We can also cancel *your policy* if *your circumstances* change and no longer fall within *our* underwriting rules. See **Changes to your circumstances**.

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If *you've* paid *your premium* in advance and *your policy* is cancelled, we'll refund *you* the proportion of the premium for the remaining *period of insurance*, minus any non-refundable government fees, duties or charges. But see **Cooling-off period** where *you* may be entitled to a full refund.

# Definitions

Term	Definition
<b>Aircraft</b>	Any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.
<b>Australia</b>	The Commonwealth of Australia, its dependencies and Territories.
<b>Business occupation</b>	The trade or occupation shown in <i>your policy schedule</i> (and no other for the purpose of this insurance) carried on at and from the <i>location</i> .
<b>Business hours</b>	<i>Your office and working hours (including overtime) during which you or your employees are on the location for the purpose of your business.</i>
<b>Business premises</b>	The buildings, outbuildings, yards and adjacent land used by <i>you</i> for <i>your business</i> , at the <i>location</i> shown in <i>your policy schedule</i> .
<b>Business property</b>	Buildings, contents, stock and items shown in <i>your policy schedule</i> used by <i>your business</i> .
<b>Consequential loss</b>	Any loss not directly related to <i>your claim</i> , such as but not limited to: <ol style="list-style-type: none"><li>1. delay;</li><li>2. interruption in <i>your business</i>;</li><li>3. loss of contract;</li><li>4. lack of performance;</li><li>5. loss of use of any property;</li><li>6. depreciation in value;</li><li>7. loss or earning capacity; or</li><li>8. an increase in costs and expenses,</li></ol> unless specifically covered.
<b>Employee, employees</b>	Any person who is employed by <i>you</i> and/or is required to be covered by <i>you</i> for workers' compensation or similar cover by any workers' compensation legislation.

<b>Term</b>	<b>Definition</b>
<b>Excess</b>	The amount shown in the <i>policy</i> and <i>your policy schedule</i> , payable by <i>you</i> on each and every claim we accept arising out of one event or occurrence under that policy section. Should more than one excess be payable under this <i>policy</i> for any claim or series of claims arising from the one event, such excesses shall not be aggregated, and the highest single level of excess only shall apply. <i>You</i> are required to pay the excess when we request <i>you</i> to do so.
<b>Family</b>	<p>Persons who normally reside with <i>you</i> permanently and who are:</p> <ol style="list-style-type: none"> <li data-bbox="266 509 557 536">1. <i>your</i> spouse or defacto;</li> <li data-bbox="266 557 870 584">2. <i>your</i> or <i>your</i> spouse's or defacto's unmarried children;</li> <li data-bbox="266 605 859 632">3. <i>your</i> parents or <i>your</i> spouse's or defacto's parents; or</li> <li data-bbox="266 652 534 679">4. <i>your</i> brother or sister.</li> </ol>
<b>Flood</b>	<p>The covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:</p> <ol style="list-style-type: none"> <li data-bbox="266 795 870 822">1. a lake (whether or not it has been altered or modified);</li> <li data-bbox="266 843 881 870">2. a river (whether or not it has been altered or modified);</li> <li data-bbox="266 890 881 917">3. a creek (whether or not it has been altered or modified);</li> <li data-bbox="266 938 1009 992">4. another natural watercourse (whether or not it has been altered or modified);</li> <li data-bbox="266 1013 434 1040">5. a reservoir;</li> <li data-bbox="266 1060 389 1087">6. a canal;</li> <li data-bbox="266 1108 389 1135">7. a dam.</li> </ol>
<b>Indemnity value</b>	The value of buildings, contents, personal valuables, stock, machinery, or <i>business property</i> at the time of loss or damage adjusted for age, wear, tear, depreciation and the general condition and remaining useful life of the individual item or components that are damaged.
<b>Location</b>	The place(s) listed in <i>your policy schedule</i> where <i>you</i> carry out <i>your business occupation</i> .

## Definitions

Term	Definition
<b>Market value</b>	The retail value of items of a similar type, age and condition, with adjustment for its special features, if any. Second hand price guides and any other information may be used to assist in determining market value.
<b>Money</b>	Cash, bank notes, currency notes, negotiable instruments, negotiable cheques, postal notes, post office money orders, negotiable securities, unused postage stamps, revenue stamps, credit card sales vouchers, instant lottery tickets, store value cards, authorised gift vouchers, public transport boarding bus or transport tickets, telephone credit cards or franking machine credits.
<b>Motor vehicle</b>	Any type of land-based machine on wheels or on self-laid tracks made or intended to be propelled other than by manual or animal power, including any trailer or other attachment that is normally towed by or operated from any such machine.  Motor vehicle does not include <i>aircraft</i> .
<b>Period of insurance</b>	The period during which <i>your insurance policy</i> is effective as shown in <i>your policy schedule</i> .
<b>Policy</b>	Includes this Policy Wording, the <i>policy schedule</i> and any future documents issued to <i>you</i> that amends the Policy Wording or <i>policy schedule</i> .
<b>Policy schedule</b>	<ol style="list-style-type: none"><li>1. The <i>policy schedule</i>; and/or</li><li>2. the renewal notice <i>you</i> have paid; and/or</li><li>3. the alteration advice sent to <i>you</i>.</li></ol> It contains details of the types of cover and levels of insurance <i>you</i> have selected and any special conditions or endorsements applicable to <i>your cover</i> .
<b>Safe or strongroom</b>	A container or structure which has been specifically designed for the safe storage of <i>money</i> or valuables and is designed compliant with Australian Standards to protect the contents against fire and to resist unauthorised opening by hand-held or power operated tools.

Term	Definition
<b>Seasonal increase period</b>	<p>Any period of time during the <i>period of insurance</i> that has turnover, sales or levels of stock at least 20% higher than the average turnover, sales or level of stock at other times during the <i>period of insurance</i>.</p>
	<p>The total number of days we will allow as seasonal increase periods is 60 days in total during any one <i>period of insurance</i>. You do not have to tell us what the dates of the periods are, but if you claim under a policy section which has the seasonal increase period cover, then your financial records over at least the two previous years must reasonably demonstrate that the stock levels during the seasonal increase period have risen by more than 20% above standard levels and that the increase has happened solely for the purpose of meeting additional customer demand associated with the seasonal increase period.</p>
<b>Senior Counsel</b>	<p>A person entitled to use the letters 'KC', 'QC' or 'SC' in any one or more superior court in Australia or New Zealand.</p>
<b>Watercraft</b>	<p>Any vessel, craft or thing made or intended to float on or in or travel on, through or under water.</p>
<b>We, our, us, QBE</b>	<p>QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFSL 239545, BECS authority no. 481326.</p>
<b>You, your, yours</b>	<p>The person(s), companies, firms or organisations named in your current <i>policy schedule</i> as the insured.</p>

# Privacy, complaints and other important information

## Privacy

We take the security of *your* personal information seriously.

We will collect personal information directly from *you* when *you* deal with *us*, or sometimes through *our* agents, other companies in the QBE group or suppliers acting on *our* behalf. We will only ever collect the personal information we need in order to provide *our* services to *you*, such as issuing and administering *our* products and services and processing claims. We will obtain consent before collecting sensitive information, such as health information, unless we are required or permitted by law to collect it without consent. Sometimes we may store and disclose *your* personal information overseas. When we do this, we ensure *your* information is retained in accordance with the Australian Privacy Act 1988 and local privacy laws.

*Our* Privacy Policy describes in more detail from whom we collect personal information, as well as where we store it and the ways we could use it. *You* can find it at [qbe.com/au/about/governance/privacy-policy](http://qbe.com/au/about/governance/privacy-policy)

If *you* would like to access or correct *your* personal information please contact *us* at [customercare@qbe.com](mailto:customercare@qbe.com) or on 1300 650 503.

## Complaints

*We're* here to help. If *you're* unhappy with any of *our* products or services, or the service or conduct of any of *our* suppliers, please let *us* know and *we'll* do *our* best to put things right.

### Step 1 - Talk to us

*Your* first step is to get in touch with the team looking after *your* policy or claim. *You'll* find their contact details on *your* policy documents, letters or emails from *us*.

Please provide *our* team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to [qbe.com/au](http://qbe.com/au)

## Step 2 – Customer Relations

If *your* complaint isn't resolved by the team looking after *your policy* or claim, *you* can ask them to refer *your* complaint on to *our* Customer Relations team. A Dispute Resolution Specialist will review *your* complaint independently and provide *you* with *our* final decision.

*You* can also contact the Customer Relations team directly:

**Phone:** 1300 650 503  
**Fax:** (02) 8227 8594  
**Email:** [complaints@qbe.com](mailto:complaints@qbe.com)  
**Post:** GPO Box 219, Parramatta NSW 2124

## Step 3 – Still not resolved?

If *we're* unable to resolve *your* complaint to *your* satisfaction within a reasonable time, or *you're* not happy with *our* final decision, *you* can refer *your* complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on *us*.

**Phone:** 1800 931 678  
**Email:** [info@afca.org.au](mailto:info@afca.org.au)  
**Post:** GPO Box 3, Melbourne VIC 3001

AFCA will inform *you* if *your* complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit [afca.org.au](http://afca.org.au)

## More information

*You* can find more information about how we deal with complaints on *our* website at [qbe.com/au](http://qbe.com/au) or *you* can call *us* on 133 723 to speak with *us* or request a copy of *our* complaints brochure at no charge by *us*.

## Complaints about your direct debits

If *you* pay for *your policy* by direct debit and have a concern about *your* deductions, please talk to the team looking after *your policy*, or contact *your* financial institution in the first instance. If *your* concern isn't resolved, *you* can follow *our* complaints process.

## Complaints just about privacy

If *you're* not happy with how *we've* handled *your* personal information, call *us* on 1300 650 503 or email *us* at [customercare@qbe.com](mailto:customercare@qbe.com). If *you're* not satisfied with *our* response, *you* can contact the Office of the Australian Information Commissioner (OAIC):

**Phone:** 1300 363 992  
**Email:** [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)  
**Post:** GPO Box 5218, Sydney NSW 2001

## **General Insurance Code of Practice**

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at [codeofpractice.com.au](http://codeofpractice.com.au)

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit [insurancecode.org.au](http://insurancecode.org.au)

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Customer Support Policy is available at [qbe.com/au](http://qbe.com/au)

## **Financial Claims Scheme**

This *policy* is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

### **How to contact APRA**

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**Phone:** 1300 558 849

Calls from mobiles, public telephones or hotel rooms may attract additional charges.

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**Online:** [www.apra.gov.au/financial-claims-scheme-general-insurers](http://www.apra.gov.au/financial-claims-scheme-general-insurers)

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## Need help or need to make a claim?



133 723



[enquiries@qbe.com](mailto:enquiries@qbe.com)



[qbe.com/au](http://qbe.com/au)



PO Box 454, Parramatta NSW 2124