Ansvar Allied Health Insurance
Product Disclosure Statement
and Policy Wording
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About Ansvar

Insurance from one of Australia's leading specialist insurers

Ansvar's in-depth knowledge of the health and care sector has been gained over many years as an insurance provider for care facilities, care operators and their facilities.

Working with our community partners in both the care and health industry, Ansvar has a unique understanding of the risks and industry requirements care facilities face, and with this knowledge we've developed tailored insurance solutions.

About Ansvar

Ansvar is a leading specialist commercial and consultative insurer offering tailored insurance products and services to the Care, Community Service (including Not-for-Profit), Education, Faith and Heritage sectors. With more than 50 years of experience in the Australian insurance industry we've developed a deep understanding of our clients' needs, risks and challenges they face, as well as the environments in which they operate.

Ansvar is owned by the Ecclesiastical Insurance Office plc, est. 1887, a leading insurer of heritage, religious and charitable organisations in the UK.

Our approach

Service is paramount at Ansvar, and our team is committed to consistently providing the best client experience possible.

Our dedicated claims team is focused on quickly solving the problems of our clients. With a compassionate approach they are always mindful of the reputation of our clients, particularly when handling sensitive claims.

Because Ansvar understands the varied and complex risk exposure of our clients in our core sectors, we offer expert Risk Management advice and practical solutions to help our clients protect their assets and importantly, their people.

Through our expertise and flexible underwriting approach, Ansvar offers tailored insurance solutions to provide the right cover to suit the unique needs of our clients within our core sectors.

Supporting our community

Our goal is to be a valued and recognised contributor to the community. This has been the ethos of Ansvar since our inception.

Each year, through our Community Education Program, Ansvar donates a percentage of our profits to organisations that provide valuable support to improve and enrich the lives of young Australians, so that they may contribute positively to the community in which they live.

Contact us

Ansvar Insurance Limited (Ansvar), ABN 21 007 216 506, is the issuer of this insurance policy. The registered office of Ansvar is Level 5, 1 Southbank Boulevard, Southbank, Victoria. The Ansvar Australian Financial Services Licence number is 237826.

Our contact details are:

Ansvar Insurance
Phone: 1300 650 540
Post: GPO Box 1655, Melbourne, Victoria 3001
Email: insure@ansvar.com.au
Website: www.ansvar.com.au
About this Product Disclosure Statement

The purpose of this Product Disclosure Statement (PDS) is to assist you to understand your insurance policy and enable you to make an informed choice about your insurance requirements.

This PDS contains two sections:

1. Important Information
   - Provides general information about your Allied Health Insurance Policy.

2. The Contract between you and Ansvar
   - Details what your policy covers, what your policy doesn’t cover, and the terms and conditions of your Allied Health Insurance Policy.

The Table of Contents provides a summary of the content of the PDS.

The Allied Health Insurance policy in conjunction with the certificate of insurance we issue upon acceptance of your proposal and any endorsements attached to the certificate, provide the full terms, conditions and limitations of the insurance cover.

You will need to read the entire PDS for a full understanding of these terms, conditions and limitations including the benefits, risks and information about how the insurance premium is calculated.

Please read this PDS before you apply for this insurance.

This PDS was reviewed in February 2019.

Changes to the PDS

The information in this PDS and policy wording was current at the date of preparation. We may update some of the information in the PDS, that is not materially adverse to you, from time to time without needing to notify you. You can find out if we have updated the PDS and obtain a copy of any updated information by telephoning our toll free number (1300 650 540), calling at one of our offices or visiting our website at ansvar.com.au. We will be pleased to provide you a free paper copy of any updates if you request them. If it becomes necessary, we will issue a supplementary or replacement PDS.

Cooling off period

We will refund the entire premium you have paid for cover under this insurance policy if you cancel the policy within 21 days of its commencement. To do this, you must advise us in writing and return the certificate of insurance to your nearest Ansvar office. You will not receive a refund if you have made a claim or intend to claim under the insurance policy.

Significant features and benefits

This insurance policy provides cover under ten Sections. You may select the appropriate Sections to meet your insurance requirements.

A summary of the significant benefits and available additional features is provided below. Some of these additional benefits are optional covers, and only provided if shown on your certificate of insurance. For full details of the extent of cover and the amounts we will pay, please refer to full terms and conditions, contained within this document, and the relevant Section(s).

<table>
<thead>
<tr>
<th>Cover Available</th>
<th>Summary of cover</th>
<th>Additional Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>PART A: PROPERTY AND INCOME</td>
<td></td>
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</tr>
<tr>
<td>Property Insurance Section</td>
<td>This Section covers you for accidental damage to your insured property at the location where you carry out your operations. Cover applies to the declared and/or defined property and is for damage occurring during the period of insurance up to the limit of liability and any applicable sub limits of liability.</td>
<td>We also provide cover for: • Accidental glass breakage • Catastrophe escalation costs • Alternative premises • Discharge of mortgage costs • External fixtures and fittings including landscaping • Flood • Personal effects • Property for exhibitions, festivals and events • Property in the open air • Temporary protection</td>
</tr>
</tbody>
</table>
## Breakdown of Mechanical and Electronic Equipment Section
This Section covers you for breakdown in use of your declared mechanical equipment, including explosion of boilers and pressure vessels, and breakdown of your electronic equipment. Breakdown must occur during the period of insurance.

We also provide cover for:
- Deterioration of refrigerated goods
- Data medial material and records
- Increase in cost of working

## Money Section
This Section covers you for loss of money which occurs during the period of insurance.

We also provide cover for:
- Clothing and personal effects
- Funeral expenses
- Increased limit for fundraising events
- Public holiday increased limit
- Replacement of safes, locks and keys

## Theft Section
This Section covers you for theft of property (other than money) which occurs during the period of insurance.

We also provide cover for:
- Clothing and personal effects
- Funeral expenses
- Metered water
- Replacement of safes, locks and keys

## General Property Section
This Section covers you for accidental damage to insured property occurring anywhere within the geographic limits.

## Income Protection Section
This Section covers you for loss of income during the indemnity period as a result of damage occurring during the period of insurance.

A claim must be admitted under Property Protection, Money, Theft, and/or General Property Sections in order for a claim to be triggered under this Section.

We also provide cover for:
- Access prevention
- Additional accounting and other professional costs
- Additional increase in cost of working
- Additional severance pay
- Book debts
- Catastrophe escalation costs
- Claims preparation costs
- Customers’ and suppliers’ premises
- Fines and penalties
- Property in the vicinity

## PART B: GENERAL LIABILITY

### General Public and Products Liability Section
This Section covers you for your legal liability (including legal liability arising out of your products) to pay compensation in respect of personal injury, property damage and/or advertising injury happening in connection with your operations during the period of insurance.

We also provide cover for:
- Indemnifiable fines and penalties
- Medical malpractice
- Public relations expenses
- Sexual abuse (subject to acceptance criteria)
- Trauma counselling costs
### PART C: ORGANISATION LIABILITY

<table>
<thead>
<tr>
<th>Professional Indemnity Section</th>
<th>This Section covers you for a claim made against you or your employees during the period of insurance as a result of a breach of professional duty.</th>
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<tr>
<td></td>
<td>We also provide cover for:</td>
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<td>• Advice on goods sold</td>
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<td></td>
<td>• Claims preparation costs</td>
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<td></td>
<td>• Continuous cover</td>
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<td></td>
<td>• Court attendance costs</td>
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<tr>
<td></td>
<td>• Good Samaritan acts</td>
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<td></td>
<td>• Indemnifiable fines and penalties</td>
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<td></td>
<td>• Investigations and inquiries</td>
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<td></td>
<td>• Joint venture</td>
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<td>• Locum tenens</td>
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<td></td>
<td>• Medicare benefits fraud</td>
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<td></td>
<td>• Molestation investigation and defence costs</td>
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<td></td>
<td>• New subsidiaries</td>
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<td></td>
<td>• Public relations expenses</td>
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<td></td>
<td>• Run-off cover</td>
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<td></td>
<td>• Spousal liability</td>
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<td>• Statutory liability</td>
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<td></td>
<td>• Student practitioners</td>
</tr>
<tr>
<td></td>
<td>• Vicarious liability</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Management Liability Section</th>
<th>This Section covers you, insured persons and trustees for liability for loss arising out of any claim due to an actual or alleged wrongful act in the management of your organisation.</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>We also provide cover for:</td>
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<td></td>
<td>• Advancement of defence costs</td>
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<tr>
<td></td>
<td>• Attendance at official investigations and inquiries</td>
</tr>
<tr>
<td></td>
<td>• Continuous cover</td>
</tr>
<tr>
<td></td>
<td>• Court attendance costs</td>
</tr>
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<td></td>
<td>• Crisis cover</td>
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<td></td>
<td>• Employee and third party fidelity</td>
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<td></td>
<td>• Internet liability</td>
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<td></td>
<td>• Joint venture</td>
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<td></td>
<td>• Outside directorships</td>
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<tr>
<td></td>
<td>• Public relations expenses</td>
</tr>
<tr>
<td></td>
<td>• Statutory liability</td>
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<tr>
<td></td>
<td>• Tax audit</td>
</tr>
<tr>
<td></td>
<td>• Trustee liability</td>
</tr>
</tbody>
</table>

### Act of Terrorism

This policy excludes cover as a result of an act of terrorism.

In the event that property damage and/or property owners liability occur linked to an event declared a terrorism incident by the responsible Minister, then you may be afforded protection within the limits of indemnity of this policy by virtue of the Terrorism Insurance Act 2003. Under the provisions of this Act, the settlement of claims including your loss may be reduced at the direction of the Minister to a percentage of that otherwise recoverable.

A more detailed explanation of the operation of the Terrorism Insurance Act 2003 (Cth) can be obtained at www.arpc.gov.au.
Costs
The premium payable by you for this insurance policy is shown in your certificate of insurance, and is determined considering factors such as those noted in the table below.

<table>
<thead>
<tr>
<th>Factor</th>
<th>Increased premium</th>
<th>Reduced premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover selected</td>
<td>Each additional section and/or option selected</td>
<td>Not selecting a section or option</td>
</tr>
<tr>
<td>Claims history</td>
<td>Adverse previous claims</td>
<td>Low number of previous claims</td>
</tr>
<tr>
<td>Excess</td>
<td>Low excess</td>
<td>High excess</td>
</tr>
<tr>
<td>Sum insured / limit of liability</td>
<td>Higher sum insured / limit of liability</td>
<td>Lower sum insured / limit of liability</td>
</tr>
<tr>
<td>Age of buildings</td>
<td>Old buildings</td>
<td>New buildings</td>
</tr>
<tr>
<td>Construction of buildings</td>
<td>Timber or mixed materials</td>
<td>Brick</td>
</tr>
<tr>
<td>Fire protection systems</td>
<td>No sprinklers</td>
<td>Sprinkler system with single or double water supply</td>
</tr>
<tr>
<td>Indemnity period for loss of income</td>
<td>Longer period of cover</td>
<td>Shorter period of cover</td>
</tr>
<tr>
<td>Location of buildings</td>
<td>Remote location</td>
<td>Close proximity of fire services</td>
</tr>
<tr>
<td>Loss of income</td>
<td>High income</td>
<td>Low income</td>
</tr>
<tr>
<td>Machinery breakdown</td>
<td>High number of machinery units</td>
<td>Low number of machinery units</td>
</tr>
<tr>
<td>Security</td>
<td>No deadlocks on external doors</td>
<td>Monitored alarms</td>
</tr>
<tr>
<td>Number of patients in care</td>
<td>High number of patients</td>
<td>Low number of patients</td>
</tr>
<tr>
<td>Size of operation</td>
<td>High numbers of employees and volunteers within the organisation</td>
<td>Low numbers of employees and volunteers within the organisation</td>
</tr>
<tr>
<td>Turnover</td>
<td>High turnover or income from your activities</td>
<td>Low turnover or income from your activities</td>
</tr>
</tbody>
</table>

Premiums and fees are subject to Commonwealth and State taxes and levies which include Goods and Services Tax, Stamp Duty and Fire or Emergency Services Levy (if applicable in your State). All are shown in your certificate of insurance.

Excess
The excess payable by you in respect of each and every claim under each section of this policy is shown in the certificate of insurance and will be deducted from your loss before applying any limit of liability or sum insured under this policy. The amount of this excess is nominated by you and agreed by us. It is noted in the certificate of insurance. For further details about the excess, please refer to the Excess General Condition.

Code of Practice and Privacy Act
As a signatory to the General Insurance Code of Practice we are committed to raising standards of service to our customers. This voluntary code sets out the minimum standards we will uphold in the services we provide to you.

You can obtain more information on the Code and how it assists you by contacting us.

Ansvar places the highest priority on providing prompt, efficient and friendly service including the protection of your privacy.

We collect your personal information to provide you with insurance products. The information we collect is used to assist us to provide you with our general insurance products, to manage our relationship with you and to assess and process claims. We will not be able to supply you our policy if you do not provide us with your personal information. The information is generally collected from you when you are applying for or enquiring about our insurance products or when making a claim.

You may access your personal information by contacting any of our offices. The information we collect is used to assist us to provide you with our general insurance products and to manage our relationship with you.

At times we rely on third party suppliers (agents, lawyers, other insurance companies, assessors, investigators, loss adjusters, market research and mailing houses) to perform specialised activities for us. Your personal information may be provided to them so that they can carry out their agreed activities. They are bound by confidentiality and non-disclosure agreements and are prohibited from using the information for any other purpose. These service providers are aware of their obligations under the Privacy Act and the General Insurance Code of Practice. We are unlikely to provide your personal information to overseas recipients.

Our Privacy Policy includes further information about how we handle your personal information including how you can access and correct your information or make a privacy related complaint. For more information please visit our website: www.ansvar.com.au/privacy/ or you can contact one of our offices.
Complaints and disputes
Ansvar is committed to resolving any complaint you may have in relation to our products, services or handling of your personal information. Our process has 3 key stages.

1. **Make a complaint**
   Please refer your complaint to us using one of the following options:
   Phone: 1300 650 540
   Email: insure@ansvar.com.au
   Post: Ansvar Customer Disputes Resolution
   GPO Box 1655, Melbourne, Victoria 3001
   Your complaint will be reviewed and a response provided to you within 7 business days of us receiving notice of the complaint. Please ensure you provide a telephone number at which you may be contacted.

2. **Refer for internal dispute resolution**
   If you are not satisfied with our response, you may ask us to refer your complaint to our Internal Dispute Resolution Committee. The committee is made up of representatives from across our organisation that have the appropriate knowledge and authority to deal with your complaint. The committee will review your complaint and provide their decision in writing to you within 7 business days from the date of receiving all necessary information about your concerns.

3. **Refer for external dispute resolution**
   Ansvar is a member of the Australian Financial Complaints Authority (AFCA). AFCA was established in 2018 as an independent service to deal with complaints from consumers and small business about financial services and products. If we are unable to resolve your complaint, you may seek advice from AFCA.

   **Contact the Australian Financial Complaints Authority**
   Website: www.afca.org.au
   Phone: 1800 931 678
   Email: info@afca.org.au
   Post: GPO Box 3, Melbourne, Victoria 3001

**Critical documents**
It is important to read/retain the following documents and keep them in a safe and convenient place:
- this document;
- your current Certificate of insurance;
- photographs or certificates confirming ownership of your most valued possessions.

Remember to regularly review your insurance policy, particularly at renewal to ensure your insurance policy provides the cover that you currently need.

**Your duty of disclosure**
Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to insure you.

You have the same duty to disclose these matters to us before you renew, extend, vary or reinstate an insurance contract.

**If you do not tell us something**
If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

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

**Goods and Services Tax**
This insurance policy has provision for payment of Goods and Services Tax:
- by you in relation to premiums;
- by us in relation to claims.

**Financial Claims Scheme**
If Ansvar were to fail and were unable to meet its obligations under your policy, a person entitled to claim under insurance cover under the policy may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria). Information about the Financial Claims Scheme can be obtained at http://www.fcs.gov.au.
The contract between you and Ansvar

In consideration of payment of your premium, we will insure you under the sections of this policy that are shown in your certificate of insurance. Your insurance commences from the time we accept your proposal or variation and concludes at 4.00pm local standard time on the date shown in the certificate of insurance.

We only insure you for those policy sections and Optional Extensions that are shown in the certificate of insurance.

If the terms of this policy are not observed, cover may be reduced or cancelled.

General Definitions applicable to all Sections of the policy

Certain words and phrases that appear in this policy in bold italics have special meanings as set out below (General Definitions). In addition, some sections contain definitions for words specific to that particular section so these General Definitions should be read in conjunction with such Specific Definitions. If there is a Specific Definition for a word or phrase which is also included in the General Definitions, the Specific Definition will prevail.

Where used in this policy:

*Act of Parliament* means any Act of the Parliament of the Commonwealth of Australia or the States or Territories of Australia, including any subordinate or delegated legislation or regulation made under and any amendment, consolidation or re-enactment of any of those Acts.

*act of terrorism* means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

a) involves violence against one or more persons;
b) involves damage to property;
c) endangers life other than that of the person committing the action;
d) creates a risk to health or safety of the public or a section of the public; or
e) is designed to interfere with or to disrupt an electronic system.

*aggregate limit of liability* means the maximum amount under any section, particular insuring clause or automatic extension as shown in the certificate of insurance or as may be expressly stated that we are liable to pay for all losses and claims the subject of cover under the respective section, insuring clause or automatic extension in any one period of insurance.

*aircraft* means any vessel, craft or thing made or intended to fly, float, glide or move in or through the atmosphere or space, or over water, and includes hovercraft. However, aircraft does not mean model aircraft, remotely piloted aircraft or unmanned aerial vehicles, provided that the ownership or operation is incidental to your main operations.

*asbestos* means asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos.

*basis of settlement* means the method of determining the loss to the insured and how a claim is settled. The basis of settlement is defined under each section of this policy.

*business hours* means your office and working hours (including overtime) during which you or your officials, employees or volunteers are on the locations for the purposes of your operations.

*certificate of insurance* means the certificate of insurance attaching to this policy or any certificate of insurance subsequently issued during the period of insurance, and which shows:

a) your operations;
b) the various sections of the policy selected by you for insurance;
c) the sums insured and/or limits of liability applicable;
d) the premiums payable for this insurance.

*claim* means an application lodged by you for indemnity following loss, damage, personal injury or liability arising from an event covered under a Section of this policy selected by you.

*committee* means any committee established by you, including any auxiliary committee, foundation, trust (other than a superannuation trust), or fundraising committee, or disciplinary, examining or research body or committee, or sporting or social club committee.

*compensation* means monies paid or agreed with our consent to be paid (including damages) by judgment, award or settlement including all charges, expenses and legal costs recoverable from you or an insured person. It does not include the costs of complying with any non-monetary relief.

*computer crime* means an act or acts of a person, other than an employee or official, leading to:

a) the theft of your:
   i) assets under the direct or indirect control of a computer system by manipulation of computer hardware or software programmes or system by any person to whom you have not given authorised access;
ii) funds from an account which you maintain at a financial institution through fraudulent electronic, telephone or written instructions to debit, transfer or deliver funds from such account, where such instructions must appear to have been given by you or by someone to whom you have given authorisation but have in fact been fraudulently retransmitted, issued or fraudulently altered by that unauthorised person; or

b) the malicious, intentional and wilful use of a computer network or electronic commerce services to erase, destroy, modify or corrupt data or to deny access to your computer network or electronic commerce services.

**computer virus** means an executable program or computer code segment that is self-replicating or self-propagating designed to modify, alter, damage, destroy or delete **electronic data** without the operators’ authorisation, to contaminate other computer programs or **electronic data**, consume computer resources or usurp the operation of an internet site causing undesired program or computer operation.

**damage, damaged** means physical loss, destruction or damage.

**defence costs** means all reasonable costs and expenses (other than regular or overtime wages, salaries or fees of any official or employee) incurred by us or by you with our prior written consent (such consent not to be unreasonably withheld), including costs incurred by us or by you for legal representation in defending, investigating, attending or monitoring any claim or proceedings, official investigations, examinations, inquiries and the like, or from any subsequent appeals, together with all reasonable costs of bringing such appeals.

**discrimination** means any act or alleged act of discrimination which is in breach of State or Federal discrimination law.

**electronic data** means facts, concepts and information converted to a form usable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

**employee** means any person who is:

a) employed by you under a contract of employment as a full-time part-time, casual or temporary employee or working for you under a contract of service or apprenticeship;

b) under a contract of service or apprenticeship with another employer but is seconded to work for you;

c) under a work experience scheme with you and is deemed by legislation in respect of work related accident compensation or occupational health and safety to be an employee of yours or a worker in relation to you.

**endorsement** means any document so designated and issued by us, that amends the policy wording or any details specified in the **certificate of insurance**. An endorsement does not affect the limit of liability, aggregate limit of liability or aggregate section limit or any other term of the policy, except to the extent expressly provided in the endorsement.

**excess** means the amount you must contribute towards each and every claim under this policy and is shown in the **certificate of insurance** in respect of each Section, **insuring clause**, or Extension as applicable.

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

a) a lake (whether or not it has been altered or modified);

b) a river (whether or not it has been altered or modified);

c) a creek (whether or not it has been altered or modified);

d) another natural watercourse (whether or not it has been altered or modified);

e) a reservoir;

f) a canal;

g) a dam.

**geographic limits** means the Commonwealth of Australia, except where otherwise stated under a specific section of this policy.

**glass** means external glass and internal glass, plastic used as an alternative to glass and porcelain forming part of the fixtures and fittings belonging to you or for which you are legally responsible.

**indemnity value** means the replacement value of any item of insured property less an allowance for depreciation, age, wear and condition at the time of damage.

**insured property** means, in respect of each section of this policy, the property belonging to you or for which you are responsible for insuring which are:

a) shown on the **certificate of insurance** as covered by that section; and/or

b) defined as **insured property** under the specific definition for the relevant section.

**investigation** means an inquiry, administrative or regulatory authority investigation, examination or hearing commenced by an official body:

a) which the insured person is legally compelled to attend; and

b) which has as its subject matter your affairs or the conduct of an insured person in that capacity, or the conduct of the operations; and

c) notice of which is first served on the insured person and notified to us in the period of insurance.

**joint venture** means any incorporated enterprise undertaken jointly by you and a third party or parties.
known circumstance means any fact, situation or circumstance which you, your officials or any insured person knew about prior to the commencement of the period of insurance and which a reasonable person in the circumstances would have considered might result in a claim covered under this policy.

liability claims means claims which are lodged against any Section of Part B: General Public and Products Liability and Part C: Organisation Liability of your policy.

location(s) means the place where you carry out your operations as stated in the certificate of insurance including storage sites utilised by you and other places including work sites where you have goods or property.

medical practitioner or registered health professional means a person who:

a) is defined as a Medical Practitioner under the National Law or regulations made under National Law, and
b) is registered under National Law to practice that profession.

money means current coin, bank notes, currency notes, negotiable instruments of every description, debit and credit card vouchers, money orders, postal orders, unused postage stamps, revenue stamps, lottery tickets, stored value cards, public transport tickets, taxi transport vouchers, cab charge vouchers and authorised gift vouchers belonging to you or for which you are responsible but does not include collectable items such as coin or stamp collections or anticipated revenue.

National Law means the Health Practitioner Regulation National Law (Victoria) Act 2009 and equivalent legislation enacted in any other State or Territory of Australia.

official means any past, present or future director, trustee, office bearer, executive, committee member or manager of yours or other person elected by you to represent your organisation and act on behalf of your governing body in directing, managing or supervising your operations. Official does not include a liquidator, external auditor, receiver, receiver and manager, official manager, administrator, registrar, trustee or person administering a compromise or scheme of arrangement of the operations or any employee of such person.

official body means any regulatory authority, government or administrative body or agency, official trade body or self-regulatory body legally empowered to investigate the affairs of the organisation or outside entity or the conduct of an insured person in such capacity.

operations means the professional allied health services, operations, activities or other services specified in the certificate of insurance and includes:

a) the organisation by you of working bees and other community services for the benefit of patients in your care;
b) the provision by you of catering, social or welfare facilities and first aid services for your officials, employees, volunteers, patients in your care and visitors;c) the provision by you or on your behalf of fire and security services maintained only for the protection of your location(s) and property belonging to you or for which you are responsible;
d) exhibitions, festivals, educational, social and similar events organised by you or under your control or conducted with your consent;
e) the ownership and/or occupation of location(s) used solely in connection with your allied health operations;
f) the repair or maintenance of commercial location(s) belonging to you or for which you are responsible;
g) any incidental work undertaken for your benefit or the benefit of any organisation or entity specified in the definition of you, by your employees, volunteers or officials; and
h) any other activities or services we have specifically agreed in writing.

organisation means any company or other incorporated entity under the laws of Australia but excluding any entity whose securities are traded on a primary, secondary or other market in the United States of America or its territories and/or protectorates.

patient(s) means a person who is cared for by your operations.

penalty means any monetary sum payable by you or an insured person and required by an order of a court of competent jurisdiction, to any regulatory authority pursuant to an Act of Parliament but excluding:

a) any amounts payable as compensation;
b) any compliance, remedial, reparation or restitution costs;
c) any amounts payable for income tax, customs duties, excise duty, stamp duty, sales tax or any other State or Federal tax or duty;
d) any exemplary or punitive damages;
e) liabilities that are not insurable by law;
f) any legal and other costs associated with the penalties levied on you or the insured person; and

period of insurance means the time and date cover under this policy starts to the time and date cover under this policy expires shown in the certificate of insurance and any subsequent period which we agree by endorsement.

Ansvar Insurance Allied Health Insurance Policy Wording

AHCAREPOL 0219 V1.2
**personal effects** means personal items worn or carried about the person including bicycles and **sporting equipment**, prostheses and mobility aids but does not include:

a) **money**;

b) credit or debit cards;

c) jewellery; and
d) **vehicles**.

**personal injury** means:

a) bodily injury, illness, disease, disability, shock, fright, mental anguish (which occurs as a direct result of an accident), mental illness arising as a direct result of a brain injury, psychological injury, death or loss of consortium;

b) assault or battery including use of reasonable force by **you** or at **your** direction for the sole purpose of preventing or eliminating danger to persons or property;

c) the publication or utterance of defamatory or disparaging material, after the commencement of this **policy**;

d) wrongful entry upon, wrongful eviction from or other invasion of right to private occupancy of property;

e) invasion of privacy; and

f) false arrest, wrongful detention, false imprisonment, malicious prosecution or humiliation.

**policy** means this contract of insurance entered into between **you** and **us**. This document, **your certificate of insurance** and any **endorsements** attached provide a full description of the terms, conditions and limitations of the insurance cover.

**pollutant** means any solid, liquid, gaseous, biological or thermal irritant or contaminant including but not limited to: smoke, vapour, fumes, noise, odour or any other air emission, electric or magnetic or electromagnetic fields, soot, acids, alkalis, chemicals, waste or material to be recycled, reconditioned or reclaimed, waste water, oil or oil products, infectious or medical waste.

**products** means anything (after it has ceased to be in **your** physical custody or control) which is or is deemed by law to have been manufactured, constructed, grown, extracted, produced, processed, assembled, altered, imported or exported, sold, supplied, distributed, installed, erected, serviced, repaired, or treated by **you** in the course of **your operations** and includes:

a) the labels, packaging and containers of any product;

b) the design, formula or specification of any product;

c) directions, markings, instructions, warnings or advice given or omitted to be given in connection with any product.

For the purpose of this insurance the term **products** does not include food and beverages:

a) supplied by **you** or on **your** behalf primarily to **your employees** as a staff benefit;

b) served in any dining room or at any function to **employees** or guests for consumption at **your** premises; or

c) supplied from any vending machine or any other property rented to or located for use of others but not sold by **you**; and

d) **our limit of liability** in respect of or **claims for compensation** against **you** arising out of the supply or serving of any such food and beverage shall be that applicable to General Liability as defined in Part B: General Public and Products Liability.

**property damage** means:

a) physical loss of or **damage** to tangible property including loss of use resulting therefrom;

b) loss of use of tangible property which has not been destroyed where such loss of use is caused by an event not excluded by the **policy**, happening during the **period of insurance**.

**proposal** means the completed, signed and dated insurance application form or renewal declaration document provided to **us** by the **insured** which contains information supplied by the **insured**, upon which **we** relied when agreeing to provide cover to **you** under this **policy**.

**replacement value** means the replacement value of any item of property as new without any deduction for depreciation, age, wear or condition.

**retroactive date** means the date set out in the **certificate of insurance** applicable to each relevant Section and/or **insuring clause**.

**safe** means a burglar resistant container or strongroom purposely built to resist fire and intrusion and specifically designed for the storage of **money** and valuables.

**securities** means any negotiable or non-negotiable instruments or contracts representing **money** or other property including but not limited to any shares, debentures, stocks, notes, warrants, options, or any security for debt or equity issued or given by **you** but excluding **money** and property.

**senior counsel** means a barrister in active practice who is entitled to use the post-nominal's Q.C. or S.C. in any one or more superior courts in Australia or New Zealand.

**sexual abuse** means any assault or abuse of a sexual nature, sexual molestation, indecent exposure, sexual harassment or intimidation, whether such act is the subject of criminal investigation or not.
**sporting equipment** means equipment owned by you which is used in connection with your operations for sporting endeavours and pursuits only.

**spouse** means a lawful spouse, domestic partner (including without limitation same sex partner) or any person deriving similar status by reason of the common law or statute.

**storm surge** means the short period rise or fall of the sea level produced by a cyclone.

**subsidiary** means any organisation or other incorporated entity which at the inception of the period of insurance by virtue of Australian law was or is, either directly or indirectly a subsidiary of the insured shown in the certificate of insurance, provided always that the accounts of any subsidiary are consolidated into your accounting records in accordance with the relevant accounting standard.

**third party** means any natural person or entity other than an insured. For the sake of clarity, a third party can include a customer to whom the insured provides goods or services for a fee or not.

**vehicle** means any type of machine on wheels or on self-laid tracks made or intended to be propelled other than by manual or animal power and any trailer intended to be drawn by such machine. Vehicle does not mean mowers, garden implements and mobility aids.

**volunteer** means any person who is engaged by you to work or to provide services to you or on your behalf for your benefit in the carrying out of your operations and who receives no remuneration or compensation in money or other benefit for carrying out their duties for you.

**watercraft** means any vessel, craft or thing made or intended to float on or in or travel on or through water other than by means of human propulsion.

**we, us, our** means Ansvar Insurance Limited ABN 21 007 216 506 AFS Licence No 237826.

**you, your, yours** means:

a) the persons, entities, or organisations named as the insured in the certificate of insurance;

b) all your subsidiaries under your control and over which you exercise active management, existing at the commencement date of the period of insurance and disclosed by you at the time of entering into the policy;

c) any new subsidiary acquired by you during the period of insurance through consolidation, merger or purchase of its assets or in respect of which you assume effective control during the period of insurance provided:

i) such company, organisation or entity is carrying on substantially the same operations as yours;

ii) such acquisition or assumption of control increasing your assets under management by more than 20% is reported to us within 90 days after it is effected;

iii) we confirm continuation of cover for such new subsidiary by endorsement of this policy; and

iv) you agree to pay the additional premium we require for the additional risk of the new subsidiary; and

d) others as outlined in specific Sections of the policy.
General Exclusions applicable to all Sections of the policy

The following General Exclusions apply to all Sections of this policy. Further Exclusions appear in some Sections and should be read in conjunction with these General Exclusions.

We do not cover any death, injury, illness, loss, damage, cost, expense or liability directly or indirectly caused by or contributed to by or resulting from or arising out of or in connection with:

1. **Act of Terrorism**
   We will not cover any loss or liability arising directly or indirectly from or based upon or attributable to or in consequence of any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an act of terrorism.

2. **Computer**
   a) **Computer crime** (as described in General Definitions); and
   b) **Computer virus** (as described in General Definitions).

3. **Fraud and dishonesty**
   Any dishonest, fraudulent, reckless, criminal or malicious act or omission by you or by any official, employee or volunteer of yours with your consent and any deliberate breach of any statute or regulation by you or by any office bearer, official, employee or volunteer of yours with your consent.
   This Exclusion does not apply to the cover provided to you under:
   a) Professional Indemnity Automatic Extension Dishonesty of Employees; and
   For the purposes of this Exclusion you, your, yours means you, your, yours, each as defined in the applicable Part or Section.

4. **Nuclear**
   a) Ionising radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel.
   For the purposes of this Exclusion only, combustion shall include any self-sustaining process of nuclear fission.
   b) Nuclear weapons materials.
   This Exclusion shall not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where they are made or produced when used exclusively incidental to normal industrial, educational, medical or research pursuits.

5. **War, confiscation**
   a) War, civil war, invasion, act of foreign enemy, hostilities (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power; and
   b) Confiscation, lawful seizure, nationalisation, requisition of, or damage to, property by or under the order of any government or public or local authority (other than damage caused in the process of preventing or diminishing imminent damage covered by this policy to any insured property).

6. **Quarantinable diseases**
   All quarantinable diseases, including any highly pathogenic avian or animal influenza in humans or diseases declared to be quarantinable diseases under the Quarantine Act (1908) and any subsequent amendments.

Unless specifically shown in the certificate of insurance, this policy also does not cover:

7. **Consequential loss**
   Loss of use, loss of earning capacity and any other consequential loss.

8. **Electronic data**
   Loss of or damage to electronic data or the cost of restoring records as a result of loss of or damage to electronic data.

9. **Legal liability**
   Personal liability of any individual and your legal liability to any third party.

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

The following General Conditions apply to all Sections of this policy. Specific conditions appear in some Sections and should be read in conjunction with these General Conditions.

Additional parties
We agree that where this policy insures more than one party, any failure on the part of any of the parties to:

a) comply with the duty of disclosure under the Insurance Contracts Act 1984;
b) comply with any obligation under this policy (other than the obligation to pay premium); or
c) refrain from conduct which is dishonest, fraudulent, criminal or malicious,
shall not prejudice the right of the remaining party or parties to indemnity under this policy, provided that such remaining party or parties shall:

a) be entirely innocent of and have had no prior knowledge of any such failure; and
b) as soon as practicable after becoming aware of any such failure, advise us in writing of all its relevant circumstances.

Where this policy insures more than one party, it shall apply to each party in the same manner as if a separate policy had been issued to each of them, provided that, in so doing, our limit of liability or the sum insured shown in the certificate of insurance in respect of any one event or claim (and any aggregate limit of liability that may be applicable) for the period of insurance shall not be increased.

For Sections other than Professional Indemnity and Management Liability under Part C, we agree to waive all rights of subrogation or action which we may be entitled to against any party to whom cover under this policy extends.

Advancement of defence costs
We agree that in relation to any claim for which indemnity may be available under a section providing liability insurance in this policy:

a) where indemnity has been confirmed in writing by us, and subject to any independent review or assessment we may require, we will meet the defence costs as they are incurred;
b) where indemnity has been confirmed we retain the sole and absolute right to take over and conduct the defence and settlement of the claim;
c) where we have not confirmed indemnity and we elect not to take over and conduct the defence or settlement of any claim, we may at our discretion pay defence costs to which we have consented as they are incurred.

Provided always that advancement of defence costs is at our sole and absolute discretion, and

a) in the event that the claim is withdrawn or that indemnity under this policy is subsequently withdrawn or denied, we shall cease to advance defence costs; and
b) excepting where we have consented to pay defence costs under clause (c) above, we reserve the right to recover any defence costs paid under this Extension from you or the insured person severally according to the respective interests, in the event and to the extent that it is subsequently established by judgment or other final adjudication, that there was no entitlement to indemnity under this policy.

Allocation of costs
If a claim or loss is covered only partly by the policy, and the parties are unable to agree upon an allocation between insured and uninsured portions, the allocation shall be referred for determination to a senior counsel (to be agreed upon or in default of agreement to be nominated by the Chair or President of the local Bar Council) whose determination shall be binding upon the parties and whose fee shall for the purpose of the policy be regarded as part of the defence costs. The allocation shall apply also to payments made before the determination.

Authorisation clause
By acceptance of this policy on behalf of you and your officials and other persons or entities insured by this policy, you agree to act on their behalf with respect to the giving and receiving of any notice of cancellation, the payment of premiums, the receiving of any return premiums that may become due and the acceptance of endorsements or other notices provided for; and you warrant that these individuals and entities have authorised you to act on their behalf.
Automatic reinstatement of limit of liability or sum insured

After we have admitted liability for loss, damage or liability which has resulted in a claim under one or more sections of this policy, the limit of liability or sum insured will be reinstated automatically to the amount shown in the certificate of insurance for the relevant section, provided that:

1. this General condition does not apply to the cover provided under:
   a) General Public and Products Liability Section, for legal liability arising out of your products; or
   b) Part C: Organisation Liability and any other Section of this policy where the limit of liability or sum insured is limited in the aggregate for all claims in any one period of insurance; and

2. you maintain and safeguard the location(s) and their contents (as defined in Property Insurance Section) at all times.

In consideration of this reinstatement, you must pay any additional premium we may require.

Cancellation

You may cancel this policy at any time by notifying us in writing. If you pay your premium by monthly instalments you will be required to pay us any unpaid instalments that are due up to the date of the policy cancellation.

We may cancel this policy in accordance with the Insurance Contracts Act 1984.

In the event of cancellation, we will be entitled to retain premium for the period during which this policy has been in force. We may also retain reasonable administrative costs related to the acquisition and termination of the policy and any government taxes, duties or levies we cannot recover.

If you have made a claim under this policy and we have paid or agreed to pay the full limit of liability applicable to the period of insurance for any cover under a Section of this policy, no return of premium will be payable for any unused portion of the period of insurance for that cover.

Changes

You must tell us as soon as possible of any significant or material changes in the risk insured under this policy, including any changes to your operations which increase the risk of loss, damage or injury.

We will advise you in writing if we agree to accept the change and you must pay any additional premium we may require.

Claims preparation costs

We will pay for costs necessarily and reasonably incurred for the preparation of a claim for which we agree to indemnify you under this policy. The most we will pay is $35,000 in total any one claim, unless a higher amount is included in the particular Section of the policy.

This benefit does not apply to Management Liability Automatic Extension Tax Audit.

Credit provider’s rights

If a credit provider has an interest in any of your insured property, we may make a payment direct to the credit provider instead of to you in settlement of any claim.

Excess

The excess payable by you in respect of each and every claim under each section of this policy is shown in the certificate of insurance and will be deducted from your loss before applying any limit of liability or sum insured under this policy.

Other than in respect of claims arising as a result of damage by earthquake, if you suffer loss or damage which leads to a claim under more than one Section of this policy, only one excess is payable and this will be the highest applicable excess.

In respect of claims resulting from damage by earthquake, subterranean fire or volcanic eruption, the excess you must pay for claims under Part A: Property and Income Protection is the lesser of $20,000 or 1% of the total declared values shown in the certificate of insurance for the insured property at the location(s) where the damage occurred. All damage to insured property occurring within a period of 72 hours of the earthquake, subterranean fire or volcanic eruption is regarded as resulting from one event.

For cover provided for Part B: General Liability and Part C: Organisation Liability, the excess applies to any amount expended by us for defence costs.

Goods and Services Tax

The declared values for this insurance shall exclude the amount of the Goods and Services Tax (GST), but GST will be added to the premium charged for this policy.
You must inform us of the extent to which you are entitled to an Input Tax Credit (ITC) for the premium each time that a claim is made under this policy. No payment will be made to you for any GST liability that you may acquire on the settlement of a claim if you have not informed us of your entitlement or correct entitlement to an ITC.

Notwithstanding anything contained in this policy, our liability in respect of a claim under this policy will be calculated taking into account:

a) any Input Tax Credit (ITC) to which you are entitled for any acquisition relevant to a claim, or to which you would have been entitled if you were to have made the relevant acquisition; and

b) for claims under Part B: General Liability, the GST exclusive amount of any supply made by you which is relevant to your claim.

If the limit of liability, sub limit of liability or sum insured is not sufficient to cover your loss, we will only pay GST (less any relevant ITC) that relates to our proportion of your loss. We will pay the GST amount in addition to the limit of liability, sub limit of liability or any sum insured.

For the purposes of this General condition, ‘GST’, ‘ITC’, ‘acquisition’ and ‘supply’ have the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.

**Headings**

In this policy, unless the context otherwise requires, headings are merely descriptive and not to aid interpretation.

**Governing law and jurisdiction**

This insurance policy shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the State or Territory where the policy was issued. Any disputes shall be exclusively subject to determination by the courts of the Commonwealth of Australia.

**Limit of liability**

The cover we provide under each Section of this policy in respect of a claim shall not exceed the limit of liability or sum insured applicable to the Section or any relevant sub limit of liability shown in the Section or shown in the certificate of insurance.

Our total liability during any one period of insurance for all claims arising out of the cover provided under:

a) General Public and Products Liability Section for legal liability arising out of your products;

b) Part C: Organisation Liability and any other Section or Part of this policy where the limit of liability, sum insured or sub limit of liability is limited in total in the period of insurance;

shall not exceed the applicable aggregate limit of liability, sum insured or sub limit of liability shown in the relevant Section or Part of the policy or in the certificate of insurance.

**Monthly instalments**

You may pay your premium by monthly instalments direct from a financial institution. You should note that this may incur an additional cost. However, if any monthly instalment is dishonoured by your financial institution this policy may not operate. We may refuse to pay a claim in whole or in part if, at the date of a loss or claim, any monthly instalment has remained unpaid for at least 14 days, unless we have agreed otherwise in writing.

If you have a total loss or we settle your claim by paying the full limit of liability or total sum insured under any Section of this policy, we will deduct outstanding instalments for that Section from the amount we pay you.

Should the financial institution holding your account return or dishonour a direct debit payment due to lack of funds in your account, we will charge you for any direct or indirect costs which we incur arising from the payment being returned or dishonoured.

**Notices**

Any provision of the policy requiring notices and communications to be given in writing shall be deemed to be complied with if delivered to the recipient electronically.

**Payment of rewards**

In addition to the amount of cover provided in this policy, we will pay up to $5,000 for the reimbursement of any public reward expense paid by you to recover your insured property or to identify the offenders responsible for its damage.

The terms of the reward must be agreed by us and approved by the relevant Authority before being offered; and our payment will not exceed the value of the property lost destroyed or damaged.

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

You are required to:

a) take reasonable precautions to prevent loss or damage to insured property;

b) ensure your location(s) not being used or occupied for extended periods of time are maintained in a reasonable condition of upkeep;

c) take all reasonable precautions to prevent loss, damage or injury to third parties;

d) comply with all statutory obligations, regulations and safety requirements imposed by any authority;

e) take reasonable action at your own expense 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 any such products subject to government or statutory ban; and

f) do all things reasonably practicable to minimise any interruption of or interference with the carrying out of your operations to avoid or diminish any loss.

Service of legal process

You may effect service of any legal process on us in connection with this policy by delivering that process by hand or by post to the address for service stated in the certificate of insurance and such service shall be deemed to be personal service upon us.

Spouse, estate and legal representatives

This policy will provide cover for the lawful spouse, estate, heirs, legal representatives or legal assigns of any natural person insured under this policy in the event of their death or legal incapacity, to the extent to which such person would have been entitled to indemnity under this policy had such death or legal incapacity not occurred and provided always that such spouse, successors, representatives or assignees shall observe and be subject to all the terms of this policy so far as they can apply.

Third party interests

You cannot transfer interests in this policy without our written consent.

All persons entitled to any benefit under this policy are bound by the terms of this policy.

Except where we state otherwise in this policy, we insure only those interests you notify to us when we issue cover or which are notified to us during the currency of this policy and which we agree to insure.

Unoccupied and/or unused location(s)

Excepting for damage to insured property by:

a) lightning, earthquake, volcanic eruption and subterranean fire; or

b) impact by any road vehicle of their loads, animals trees, or branches, meteorite, aircraft or other aerial devices or articles dropped from them, sonic boom or space debris, falling communication masts, towers or antennae or dishes, falling parts of buildings or structures which do not belong to you;

cover under the Sections Property Insurance, Loss of Money, Theft of Insured Property and General Property Insurance of Part A will cease if the location(s) becomes unoccupied for a period of more than 100 consecutive days. Cover under Income Protection Section of Part A will provide an indemnity for loss of income and such reasonable expenditures certified by your accountant in consequence of damage to insured property from any excepted peril or circumstance described in clauses a) and b) above. You must advise us if the location(s) becomes unoccupied for a longer period and, if we will continue to insure you, we will confirm to you in writing the terms, conditions and coverage available.

Unoccupied means left vacant whether furniture or other contents remain or not.

Waiver of rights

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which would have been covered by this policy, we will not cover you under this policy for that loss, damage or liability other than to the extent provided under any Section of this policy or agreed by us in writing.
Claim Conditions applicable to all Sections of the policy

The following Claims Conditions apply to all sections of this policy. Further conditions appear in some sections of this policy and should be read in conjunction with these Claim Conditions.

Your responsibility when making a claim

NOTE: Subject to Section 54 of the Insurance Contracts Act 1984, failure to forward to us any writ or summons served upon you within the time stipulated may result in us refusing to indemnify you.

1. As soon as possible after the happening of any occurrence, accident or event that may give rise to a claim against you or us, you or your legal representative must:
   a) advise details to us, and then send written confirmation within thirty (30) days;
   b) take all reasonable steps to minimise the loss, damage or liability, and to prevent any further loss, damage or liability. We will not be liable in respect of any further damage arising out of the continued use of damaged property, until such property is repaired to our satisfaction;
   c) use best endeavours to preserve any damaged or defective appliances, plant or things that might prove necessary or useful by way of evidence in connection with any claim and, so far as possible, with due regard for safety, no alteration or repair shall be made without our consent;
   d) retain all damaged property for inspection by us;
   e) advise the nearest police station in the case of property lost, stolen or vandalised, and obtain a written police report if requested by us;
   f) advise us of any impending prosecution or inquest;
   g) forward to us every communication, writ or summons within seventy-two (72) hours of receipt by you or service upon you.

2. Where a claim arises, you must not authorise repairs to, or arrange replacement of, any of the property relevant to the claim without our consent other than as provided for under 1(c) above.

3. Subject to the provisions of the Insurance Contracts Act 1984, you, or any party or person making a claim under this policy, must not make any admission of liability or payment or promise or offer of payment in connection with any such claim, without our written consent.

4. At your own expense, you will furnish us with such books of account and other business books, computer records, vouchers, invoices, balance sheets, and other documents, proofs, information, explanations and other evidence together with a statutory declaration as we may require for the purpose of investigating or verifying a claim under this policy and you and your accountants must co-operate fully in this regard.

5. You, or any other person entitled to claim under this policy, must furnish us with a statement giving details of other insurances that may also provide cover on any property or liability hereby insured.

6. If we agree to indemnify you under any section of this policy in respect of a claim, we will make progress payments to you on account of that claim at such intervals and for such amounts as may be mutually agreed.

7. We may appoint a loss adjuster or investigator to make enquiries and render assistance to you on our behalf in the conduct of your claim. You must co-operate fully with any such appointee.

Conduct of claims

When you make a claim for indemnity against Part B: General Liability or Part C: Organisation Liability, we shall have the right to conduct of your defence, to instruct lawyers to provide advice as to your liability and to represent you.

Letters of demand, other proceedings

You must forward to us every letter of demand, writ, summons, or legal process of any description immediately upon receipt or service thereof and must immediately inform us in writing of any prosecution, inquest or fatal accident inquiry of which you are given notice.

You are required at your expense:

a) to take all reasonable steps to prevent or minimise any personal injury, property damage, loss arising from carrying out your professional duty or duty as an official or other loss and to prevent further claims arising out of the same or similar conditions;

b) to use your best endeavours to preserve any products, appliances, plants, files, notes, memoranda, or other documents or things which might prove necessary or useful by way of evidence in any way connected with any claim, and

c) so far as may be reasonably practicable, with due regard to safety and your responsibilities under sub-clause (a) above, you must not permit any other alteration or repair to any building, fencing, machinery, furnishings, fittings, appliances or plant without our consent.
For **liability claims**, in the event of a dispute between **us** and **you**, or between **us** and any **official** about whether legal proceedings should be contested, a **senior counsel** (mutually agreed upon by **us** and **you** or the **official** or, in default of such agreement, selected by the chairman or president of the local Bar Council) will be retained to advise on whether such proceedings should be contested. In formulating such advice, **senior counsel** shall take into consideration the damages and costs which are likely to be recovered by the plaintiff, the likely **defence costs** and the prospects of **you** or the **official** successfully defending the action.

The costs of such **senior counsel's** opinion shall, for the purpose of this section, be regarded as part of the **defence costs**. In the event that counsel advises that, having regard to all the circumstances, the matter should not be contested but settled within certain limits which, in **senior counsel's** opinion, are reasonable, then **you** or the **official** shall co-operate with **us** to effect such settlement in accordance with this **policy**. Any such settlement by **us** shall constitute a full and final discharge of **our** liability under the **policy** in relation to the matter.

If **you** refuse to consent to any settlement recommended by us and elect to contest or continue any legal proceedings in connection therewith, **our** liability for the **claim** shall not exceed the amount for which the **claim** could have been settled, less the applicable **excess**, plus **defence costs** incurred with **our** prior consent up to the date of such refusal.

**Allocation of Subrogation Proceeds**

Notwithstanding Section 67 of the Insurance Contracts Act (Cth), monies recovered in subrogation proceedings will be applied, net of the expense of such recovery:

a) first to **you** to the extent of **your** uninsured loss in respect of a **claim** paid under a Section of this **policy**, (other than the amount of any **excess** applicable);

b) secondly to **us** in reimbursement of the amount paid to **you** in respect of that **claim** under that Section; and

c) thirdly to **you** in satisfaction of any **excess** applicable.

Any other monies remaining after these allocations will be **your** property.

Nothing in this Condition shall prevent **you** and **us** entering into a ‘Subrogation Agreement’ following a loss agreeing to a different basis of sharing **defence costs** and the allocation of monies recovered.

**Fraudulent claims**

As a protection for all insurance policyholders, **we** will take legal action against any person who makes a fraudulent **claim**.
Part A: Property and Income Protection

Property Protection Section

This section only forms part of your policy when Property Protection Section is shown in your certificate of insurance.

Specific Definitions applicable to Property Protection Section

In addition to the words or phrases shown as General Definitions, whenever the following words appear in bold italics in this section, they have the meaning shown below. If there is a General Definition for the same word or phrase, the following specific definition will prevail in this section.

breakage means a fracture extending through the entire thickness of glass.

buildings means all buildings at the location(s) owned by you or for which you are responsible including outbuildings, permanent structures and structural additions forming part of the building complex, overground and underground services, piers, pontoons or boat ramps walls, gates, fences, flag poles, floodlights, retaining walls, paved pathways and driveways and permanent fixtures including but not limited to:

a) fixed heating, air-conditioning installations, light fittings and public address systems;
b) outdoor fixtures and equipment;
c) textile awnings, shades, shade sails, blinds, signs;
d) landlords’ fixtures and fittings of every kind and description, including fixed carpets and fixed floor coverings;
e) built-in cupboards, and other furniture; and
f) external glass.

contents means fixtures, furnishings, equipment, tenants’ improvements and all other property of a portable nature at the location(s) which are owned by you or for which you are responsible and which are used in your operations. It also includes external glass not owned by you but for which you are responsible under a lease agreement for the cost of replacement in the event of breakage.

debris means:

a) the residue of damaged insured property and other property of every description (other than landlord’s property if not insured property by this policy);
b) liquids and/or chemicals and/or materials used in the extinguishment or suppression of damage or in preventing imminent damage to insured property;

remaining at or in the vicinity of the location(s) following actual or threatened damage to insured property by a peril or event covered by this policy.

declared value means the value of insured property at each location declared by you as representing the replacement value of the property covered by this Section on the day of the commencement of the period of insurance or the indemnity value where the certificate of insurance shows that cover option has been selected by you, and shall not include any allowance for Extra Costs of Reinstatement, Fees and Costs and Removal of Debris.

insured property means all buildings, contents and stock which are owned by you or for which you are responsible or have assumed responsibility to insure prior to the occurrence of any damage, at the location(s) shown in the certificate of insurance.

limit of liability means the amount shown in the certificate of insurance which is the maximum amount we will pay for any one claim under this Section unless we state otherwise elsewhere in this Section and includes the declared values, Extra Costs of Reinstatement, Fees and Costs and Removal of Debris for each location.

stock means:

a) stock in trade, merchandise or raw materials, including the value of work done, containers and packaging materials;
b) customers’ goods including goods and/or merchandise and other items held in trust or on commission for which you are liable.

total declared values means the value of your insured property you declare in your application for insurance.

What is covered

We will cover you for accidental damage to your insured property at the location(s) during the period of insurance which is not otherwise excluded.

What damage is not covered

In addition to the General Exclusions applicable to all Sections of the policy, we will not pay for damage caused directly by or arising from:

1. movement of structures
   a) erosion, subsidence, landslide, rockslide or mudslide other than as a direct result of storm, explosion, earthquake subterranean fire, volcanic eruption or seismological disturbance or escaping liquid which occurs within 72 hours after the event;
b) vibration, heaving or creeping;
c) normal settling, seepage, shrinkage, expansion and gradually developing flaws in buildings, foundations, footings, walls, pavements, roads and other structural improvements.

2. incorrect building construction.

3. the sea
   action of the sea or high water other than as a result of a tsunami or storm surge.

4. faulty work, faulty design
   a) faulty materials or faulty workmanship;
   b) faulty design or failure of design;
   c) structural defect;
   provided that these Exclusions do not apply to subsequent or consequential damage if you were not aware of such fault or failure at the time the subsequent or consequential damage occurred.

5. tenants and other occupants
   intentional or malicious damage or theft by your tenants or other occupants of your buildings (as defined by this Section). However this Exclusion shall not apply to damage caused by fire, explosion, impact by vehicles, water or sprinkler leakage.

6. machinery, electronic equipment, boilers and pressure vessels
   a) electrical or electronic breakdown, mechanical or hydraulic breakdown, or fusion of machines, except as provided by Further Extension Fusion of Electric Motors;
   b) explosion or implosion of boilers, compressors, air receivers and other pressure vessels requiring certification provided always that we will provide cover for damage to other insured property covered by this Section where such damage results from such explosion or implosion.

7. natural conditions and gradually operating causes
   a) inherent vice or latent defect;
   b) disease;
   c) scratching, denting, chipping, marring or fading;
   d) change in flavour, colour, texture or finish;
   e) evaporation or loss of weight;
   f) moths, termites, insects, rodents or vermin;
   g) birds or wildlife;
   h) corrosion, rust or oxidation;
   i) mould, mildew, algae, steam or condensation, dampness of atmosphere, variation in temperature or variation in controlled atmosphere;
   j) property undergoing cleaning, repair, restoration, application of heat, spontaneous combustion or spontaneous fermentation;
   k) any failure in normal upkeep or to make good;
   l) wear and tear and other gradually operating causes, except as provided by Property Protection Section Further Extension Fusion of Electric Motors;
   provided that this Exclusion shall not apply:
   a) where the damage arises directly from a peril or event covered by the policy; or
   b) to subsequent damage to the insured property, otherwise covered under this policy notwithstanding that this damage is cause by any of the circumstances referred to in this Exclusion.

8. pollutants, pollution, industrial fallout, or disease or contamination, other than where the contamination is caused by sudden and unexpected damage by fire, lightning, explosion, impact by aircraft or other aerial devices or articles dropped from them, riot, civil commotions, persons taking part in an industrial dispute, persons acting maliciously, earthquake, storm, the bursting, overflowing and discharging of water tanks, apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal.

9. cessation of work or your operations whether total or partial as a result of strikes, labour disturbances or locked out workers.

10. kidnapping, threat, hoax or extortion or the attempt thereat but not damage to insured property otherwise covered under this policy (and not otherwise excluded).

11. hydrostatic pressure to swimming pools or similar structures.

12. unexplained disappearance of insured property or unexplained inventory shortage whether resulting from clerical or accounting errors or shortages in supply or delivery of materials to you or otherwise.
13. wind, water, hail, snow, sleet, to buildings undergoing construction or reconstruction or their contents unless the buildings are enclosed and under a roof with all doors and windows permanently in place.

14. your failure to repair or prevent bursting, leaking, discharging or overflowing of fixed apparatus, fixed tanks or pipes used to hold or carry liquid within a reasonable amount of time of discovering such occurrence.

15. theft, other than physical damage to property at the premises during theft or any attempted theft, and/or theft of parts of the building or fixed plant in the open air when insured under this Property Protection Section.

What property is not covered

In addition to the General Exclusions applicable to all Sections of the policy, the following property is not covered under this Section unless specifically shown as included in the certificate of insurance:

1. property which can be insured under another section of this policy whether those sections are taken by you or not.

2. locomotive or rolling stock, including their accessories and/or spare parts.

3. aircraft, watercraft or vehicles including their accessories and/or spare parts.

4. livestock, animals, birds or fish (other than birds and fish for decorative purposes owned by you and insured as contents.

5. land, landscaping (other than as provided under Extension Damage to External Fixtures and Fittings including Landscaping), growing crops, pastures or standing timber. However:
   a) when reinstating damage to a building, landscaping, is not excluded property; and
   b) potted plants and indoor gardens are not excluded property when insured as contents.

6. bridges, roadways and tunnels excepting where these are insured as buildings at the location, railway tracks, dams, reservoirs (other than tanks) and their contents.

7. docks and wharves.

8. mining property and equipment located beneath the surface of the ground.

9. property undergoing demolition.

10. property outside the geographic limits.

11. residential buildings and contents for your own personal use and not utilised in the operations.

12. property of patients that is otherwise insured.

13. additions or alterations to buildings where the value of all works will exceed 20% of the declared value for each specific building at the location(s) as stated in the certificate of insurance or $500,000 whichever is the lesser.

14. money.

15. jewellery, furs, bullion, precious metals or precious stones valued at over $5,000 any one item, set or collection, unless a higher amount is shown on the certificate of insurance.

How much we will pay

We will not pay more for any claim under this section than the limit of liability excepting where provided as an Extension in this Section. However we will not pay more in addition to the limit of liability for any Extension of cover than the amount stated in the Section unless another amount is shown in the certificate of insurance.

Where your certificate of insurance states that your insured property under this Section is covered for indemnity value we may at our option, pay you:

a) the value of the property at the time of its destruction; or

b) the amount of the damage; or

c) the cost to reinstate or repair the damaged property to the same (not better) condition existing at the time when the damage occurred; or

d) reinstate or replace the damaged property;

whichever is less.

With the exception of Extension Catastrophe Escalation Cost we will pay any such costs and expenses incurred by you that are itemised under Extensions and Further Extensions and necessarily and reasonably incurred by you arising from the damage.

However we will not pay more in total any one event including the Extensions and Further Extensions than the lesser of the indemnity value of the insured property or the limit of liability stated in the certificate of insurance.
**Basis of settlement – what we will pay**

Following accidental damage to *property* covered by this Section:

<table>
<thead>
<tr>
<th>We will pay for:</th>
<th>We will not pay:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Rebuilding, replacement or repair</strong></td>
<td>a) for any additional costs in rebuilding at another site;</td>
</tr>
<tr>
<td>a) the cost to dismantle, demolish and rebuild, replace or repair any <em>damaged insured property</em> to the same condition as when it was new. You can rebuild a <em>building</em> or replace the <em>damaged insured property</em> on another site and in a manner suitable to you. You must commence to rebuild, replace or repair within a reasonable time of the loss or <em>damage</em> after we give consent. If you do not, we will pay no more than the cost that would have been incurred if the work of rebuilding, replacement or reinstatement had been commenced and carried out with reasonable dispatch.</td>
<td>b) if you unreasonably delay in commencing and completing rebuilding, replacing or repairing the <em>damaged insured property</em>, more than the cost that would have been incurred if you had not caused such delay;</td>
</tr>
<tr>
<td><strong>2. Extra costs of reinstatement</strong></td>
<td>c) in respect of items of <em>insured property</em> that have fallen into disuse by you or are no longer manufactured, more than the <em>indemnity value</em>;</td>
</tr>
<tr>
<td>a) extra costs of reinstatement incurred by you (including any required demolition or dismantling of the <em>insured property</em> to comply with the requirements of any <em>Act of Parliament</em> or regulation or by-law of any municipal or other statutory authority imposed after the <em>damage</em>, including orders in relation to undamaged portions of the <em>building</em> or premises at the <em>location</em>.)</td>
<td>d) in respect of <em>insured property</em> which is awaiting demolition, more than the salvage value of the building materials and/or the landlords' fixtures and fittings, after the deduction of any saved demolition costs;</td>
</tr>
<tr>
<td></td>
<td>e) in respect of items of <em>insured property</em> that form part of a pair or set, more than the value of the part of the pair or set which is <em>damaged</em>, even if it cannot be replaced with a matching item. The value of each item will be regarded as spread proportionately over the whole of the value of the pair or set.</td>
</tr>
<tr>
<td><strong>3. Fees and costs</strong></td>
<td>a) any extra costs of reinstatement if you were required to and did not comply with any <em>Act of Parliament</em> or regulation or by-law of any municipal or other statutory authority (including demolition or dismantling of the <em>insured property</em>) prior to the <em>damage</em> to <em>insured property</em> occurring.</td>
</tr>
<tr>
<td>a) the cost of but not limited to local authority permit and approval charges, architects, surveyors, consulting engineers, legal and other professionals' fees including those involving inquiries; necessarily and reasonably incurred in the repair or reinstatement of <em>damaged insured property</em>.</td>
<td>b) more than 20% of the <em>declared value</em> of each specific <em>building</em> at the <em>location(s)</em> where damage occurs or the amount shown in your certificate of insurance.</td>
</tr>
<tr>
<td><strong>4. Loss of land value</strong></td>
<td>a) for costs, fees and salaries incurred by you in preparing a <em>claim</em> under this Section.</td>
</tr>
<tr>
<td>a) when there is loss of land value following insured <em>damage</em> to <em>insured property</em> due to the requirements of any Act of Parliament or regulation or by-law of any municipal or other statutory authority, we will also pay the difference between the value of the land just before the <em>damage</em> occurred and the value of the land just after the <em>damage</em> occurred, less any amount that you receive as compensation for the loss.</td>
<td>b) more than the <em>limit of liability</em> including these costs and expenses.</td>
</tr>
</tbody>
</table>
5. **Removal of debris**
   a) the cost to remove, store and/or dispose of debris;
   b) the cost to demolish, dismantle, shore up, prop up, underpin or carry out other temporary repairs;
   c) the cost to clean up the location and any other location where you are legally required to remove debris from or clean up, provided you do not own property there and your liability does not arise from an agreement made after the commencement of the period of insurance unless you were otherwise liable at law for these costs.

   a) more than 20% of the total declared values for the insured property at the location(s) or $500,000, whichever is the lesser, unless a different percentage or amount is shown in the certificate of insurance for this Extension for any one event.

6. **Buildings of architectural or historic interest**
   a) the cost to rebuild, replace or repair any damaged buildings containing architectural features and/or structural materials possessing an ornamental, historical or other distinctive character in accordance with the original design and materials to comply with the standards imposed by any lawful heritage protection authority if the building is heritage listed.

   a) more than the cost necessary to rebuild, replace or repair any such heritage listed building to a reasonably equivalent appearance and capacity using original design and suitable modern equivalent materials if the original materials are not available.

7. **Collections, trophies, curios, works of art, pictures, antiques**
   a) where the damaged item is repairable, the cost of repair or restoration to a condition substantially the same as its condition prior to the occurrence of the damage;
   b) where the insured property is physically lost or destroyed and can be replaced, the cost of replacement;
   c) where the insured property is physically lost or destroyed and cannot be replaced, the higher of the market value immediately prior to the occurrence of the damage or loss and the value as evidenced by a recent valuation.

   a) more than the market value of such insured property immediately prior to the occurrence of the damage; or
   b) if you provide written evidence of a professional valuation not older than 3 years at the date of damage, the amount of that valuation; or
   c) more than $5,000 any one item, set or collection, or the amount shown in your certificate of insurance for such insured property.

8. **Expediting expenses**
   a) the costs and expenses incurred by you for express carriage rates and extra payments for overtime or out of hours work incurred in connection with the repair or reinstatement of the insured property that is damaged.

   a) more than 50% of the cost of repairing the item or $25,000 whichever is the lesser.

9. **Output replacement**
   a) for any insured property which has a measurable function, capability or output and it is necessary to replace the item or items with new property to perform a similar function or functions, we will pay your claim as follows:
      i) if insured property is to be replaced by an item which has the same or lesser total function, capability or output, the amount we will pay is the new installed cost of such replacement item or items;
      ii) if insured property is to be replaced by an item or items which have a greater total function, capability or output and the new installed cost of such replacement property is no greater than the cost of replacement of the damaged insured property, we will pay the new installed costs of the item or items replaced; or
      iii) if insured property is to be replaced by an item or items which have a greater total function, capability or output and the new installed cost of such replacement property is greater than the replacement cost of the damaged item, the amount we will pay is the lesser of the cost of replacement or that proportion of the new installed cost of the replacement item or items which the output of the damaged insured property bears to the output of the replacement item or items.

   a) more than the limit of liability including these costs and expenses.
10. Playing surfaces
   a) the cost of repairing damage to outdoor playing surfaces at the location caused by:
      i) vandals or malicious persons, other than you or your guests, director’s partners, officials, employees or members, or their guests;
      ii) fire occurring to property at the location for which we have admitted liability under this Section; or
      iii) the action of the firefighting services, police or other emergency services in attending to their duties at the location.
   a) more than $50,000 or the amount shown in the current certificate of insurance.

11. Removal of trees and branches
   a) the reasonable costs incurred by you to remove and dispose of any branch or tree that has fallen causing impact damage to insured property. We will also pay the cost of stump removal when required.
   a) more than the limit of liability including these costs.

12. Taking inventory
   a) the cost and expenses of taking inventory including unpacking, repacking and restacking not otherwise insured, to identify, quantify and value any damaged insured property including examination of property not belonging to you but in your care, custody or control.
   a) more than the actual costs necessarily and reasonably incurred by you;
b) more than the limit of liability including these costs and expenses.

13. Undamaged portions of buildings
   a) where a building that is damaged has to be rebuilt at another site than the location because the requirements of any lawful authority prevent the rebuilding or replacement of the building at the location, then the abandoned undamaged portion of the building including the foundations and services will be deemed to be destroyed.
   a) more than the limit of liability applicable to the insured property at the location less any increased sale value of the original site due to the presence of the undamaged portion of the building which shall be regarded as salvage payable to us on the sale of the site or deducted from the amount of our claim payment.

Should the site not be sold, then the increased site value, if applicable, shall be agreed between us, or if in default as to the amount, will be referred to mediation for a resolution with each party sharing the costs of mediation.
## Extensions

Following an event covered by this Section, we will also pay the following costs that directly arise from that event, in addition to the limit of liability:

<table>
<thead>
<tr>
<th>We will pay:</th>
<th>We will not pay:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Catastrophe Escalation Cost</strong></td>
<td><strong>a)</strong> for damage to insured property other than buildings;</td>
</tr>
<tr>
<td>a) if any of your buildings are destroyed or damaged and cover is not otherwise excluded by this policy, and</td>
<td>b) more than the increased building costs which are actually incurred by you;</td>
</tr>
<tr>
<td>b) we classify such destruction or damage as a total loss, and</td>
<td>c) any amount under this Extension until you have incurred costs exceeding the</td>
</tr>
<tr>
<td>c) the event causing the destruction or damage causes any competent authority to declare a state of emergency in the area where your building is situated,</td>
<td>limit of liability under this Section;</td>
</tr>
<tr>
<td>we will:</td>
<td>d) more than the amount specified in this Extension for increased cover.</td>
</tr>
<tr>
<td>a) increase the amount you declared as the value of your buildings and cover for Extra Costs of Reinstatement and Removal of Debris under this Section by up to 20% provided that your building is rebuilt, and</td>
<td></td>
</tr>
<tr>
<td>b) increase the limits set out in Extension 5 Temporary Protection by 20% to cover any increase in building costs for labour and materials and any other additional costs which may apply after the event.</td>
<td></td>
</tr>
<tr>
<td>Increase in building costs means the difference between the cost of reinstatement actually incurred in accordance with the basis of settlement provisions of this Section of the policy and the cost of reinstatement that would have applied had the event not occurred.</td>
<td></td>
</tr>
<tr>
<td><strong>2. Damage to external fixtures and fittings including landscaping</strong></td>
<td><strong>b)</strong> more than $25,000 for any one event or the amount shown in the certificate of insurance</td>
</tr>
<tr>
<td>a) damage to gates, fences, landscaping, retaining walls, signs, textile awnings, shade sails, shades or blinds as a direct result of wind, water, hail, snow or sleet.</td>
<td></td>
</tr>
<tr>
<td><strong>3. Discharge of mortgage costs or lease costs</strong></td>
<td><strong>a)</strong> more than $50,000 any one event.</td>
</tr>
<tr>
<td>a) the legal costs associated with the discharge of a mortgage, lease or similar legally enforceable written agreement on buildings or contents following settlement of a claim on a total loss basis.</td>
<td></td>
</tr>
<tr>
<td><strong>4. Fire extinguishment costs and sprinkler head replacement and other Authority costs</strong></td>
<td><strong>a)</strong> more than $100,000 for any one event.</td>
</tr>
<tr>
<td>a) the reasonable costs of fighting a fire at your location(s) or a fire which threatens your insured property including the cost of replenishing your firefighting appliances.</td>
<td></td>
</tr>
<tr>
<td>b) the cost to replace sprinkler heads activated following a loss covered by this Section.</td>
<td></td>
</tr>
<tr>
<td>c) the additional costs payable by you to a fire brigade or other authorised government authority for attendance at a chemical emergency involving insured property.</td>
<td></td>
</tr>
</tbody>
</table>
5. **Locating the source of a leak**  
   a) the reasonable costs necessarily incurred by **you** with **our** prior consent in locating the source of a leakage of liquid or gas which has caused or is likely to cause **damage** to **insured property** at your location(s) and the cost of reinstating **insured property** disturbed or **damaged** in the course of locating such source.

   a) for the repair or replacement of any water main, water pipe, gutter, fixed tank, aquarium or fixed domestic apparatus which has failed due to age, wear and tear, general deterioration or requires rectification due to faulty workmanship in installation;  
   b) for **damage** to **insured property** due to moisture, seepage, corrosion, rust, rot or mould caused by or resulting from the breakdown of grouting or sealer over a prolonged period of time;  
   c) for **damage** to **insured property** arising over a prolonged period of time resulting from failure on **your** part to properly maintain your property;  
   d) more than $35,000 for any one event.

6. **Metered water**  
   a) the additional cost of consumer metered water charges caused by or resulting from an event covered under this Section.

   a) for any **claim** under this Extension if **you** are covered under Theft Section for such additional costs of metered water charges for which **you** have claimed an indemnity;  
   b) more than $15,000 for any one event.

7. **Personal effects of officials, employees, patients or volunteers**  
   a) **damage** to **personal effects** belonging to **your officials, employees, patients or volunteers** but only if they are damaged whilst in the buildings at the location(s) or whilst such **officials, employees, patients or volunteers** are engaged in activities for **your** benefit.

   a) more than $5,000 for the **personal effects** of one person in any one **period of insurance**;  
   b) for **damage** to such **personal effects** that is insured under another insurance policy except in excess of the total declared values under such policy for such **damage**;  
   c) more than $25,000 in the aggregate any one event.

8. **Prevention of imminent damage**  
   a) up to $100,000 for necessary costs **you** incur to extinguish a fire on or in the vicinity of **your location(s)** which causes or threatens **damage** to **insured property** or for necessary costs to prevent or diminish imminent **damage** to **your insured property** by any other insured event.

   a) any fines, **penalties** or liability incurred by **you**;  
   b) any loss or damage to **your** property.

9. **Service pipes, cables, sewers and drains**  
   a) the cost of repair to service pipes, cables, sewers and drains including the cost to clear sudden blockages.

   a) for normal maintenance costs of service pipes cables, sewers and drains including the cost of clearing sewers of tree root infestation;  
   b) more than $25,000 for any one event.

10. **Temporary protection**  
    a) the cost of temporary protection of any **damaged insured property** and make safe works pending repair or replacement.

    a) where the **limit of liability** is not otherwise exhausted, more than the balance of the unused amount; or  
    b) where the **limit of liability** is exhausted, more than $100,000 for any one event;  
    c) for any costs expended in excess of $5,000 without **our** prior agreement.
Further Extensions

Under this Section, we will also provide the following additional covers subject to the limit of liability for the location(s) not being exceeded:

<table>
<thead>
<tr>
<th>We will cover:</th>
<th>We will not pay:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Alternative premises</strong></td>
<td>for damage to such contents:</td>
</tr>
<tr>
<td>a) accidental damage to contents (including any items specified in the certificate of insurance) located in alternative premises within the geographic limits.</td>
<td>a) caused by wind, water, hail, snow, sleet which occurs whilst they are not contained within a fully enclosed building;</td>
</tr>
<tr>
<td></td>
<td>b) which occurs whilst they are in transit;</td>
</tr>
<tr>
<td></td>
<td>c) more than $25,000 any one event.</td>
</tr>
<tr>
<td><strong>2. Exhibitions, festivals and events</strong></td>
<td>a) for damage to property that is insured under another insurance policy except in excess of the total declared values under such policy for such damage:</td>
</tr>
<tr>
<td>accidental damage caused by an event not otherwise excluded by this Section to:</td>
<td>b) more than $10,000 for any one event unless a higher amount is shown in the certificate of insurance;</td>
</tr>
<tr>
<td>a) marquees, tents, stalls and similar equipment for which you have accepted responsibility which occurs whilst they are being used in connection with any exhibition, festival or event;</td>
<td>c) for damage to side show/carnival rides and like entertainment equipment unless specifically agreed in writing and shown in your certificate of insurance.</td>
</tr>
<tr>
<td>b) other items not belonging to you but for which you are responsible whilst they are being used in connection with or while on display at exhibitions, festivals or events:</td>
<td></td>
</tr>
<tr>
<td>i) at your location(s) or elsewhere within the geographic limits; and</td>
<td></td>
</tr>
<tr>
<td>ii) whilst in transit to or from the location(s) or the situation of such exhibition, festival or event.</td>
<td></td>
</tr>
<tr>
<td>For this Further Extension to apply, there must be responsible officials in attendance at all times while the exhibition, festival or event is open to the public and the buildings where the exhibition, festival or event is held must be locked at all times when unattended.</td>
<td></td>
</tr>
<tr>
<td><strong>3. Frozen or refrigerated food</strong></td>
<td>a) more than $10,000 for any one event unless a higher amount is shown in the certificate of insurance;</td>
</tr>
<tr>
<td>following an event covered by Further Extension Fusion of Electric Motors:</td>
<td>b) for frozen or refrigerated food that is beyond its use by date.</td>
</tr>
<tr>
<td>a) the cost to replace your frozen or refrigerated food spoiled as a direct result of the fusion of the motor;</td>
<td></td>
</tr>
<tr>
<td>b) the reasonable cost of hiring alternative freezer or refrigeration space pending necessary repairs.</td>
<td></td>
</tr>
</tbody>
</table>
4. Furniture and equipment in transit

damage to furniture or equipment (not stock):

a) whilst in transit in or on a vehicle owned or operated by you or by any person authorised by you between location(s) within the geographic limits utilised by you for the purposes of your operations caused by fire, lightning, explosion, earthquake, impact, riots, strikes, malicious damage, storm and/or tempest, flood or accident to, collision or overturning of the vehicle;

b) during loading and unloading to or from such vehicle;

c) including the cost of removal of debris and/or cleaning up following the damage.

a) for damage to any other items of contents including without limitation any items for which transit cover is available under any other Further Extension to this Section, computers, jewellery, valuables, portable musical instruments, other audio or video equipment, sporting equipment or money;

b) for loss or damage to such furniture or equipment caused by:

i) delay;

ii) mechanical or electrical derangement unless directly as a result of a specified peril;

iii) reduction in value because of repair to insured property;

c) more than 25% of the total declared value for contents at the location of departure or $50,000, whichever is the lesser, for any one event;

d) damage to patients’ property.

5. Fusion of electric motors

a) the cost of repairing or replacing any burnt out motor following electrical current damage, but not exceeding its current value.

If the motor is more than 3 years old, we will deduct 15% for each year of age up to a maximum of 80% from the replacement value to arrive at the current value. Depreciation will not be applied to labour costs.

a) for damage to motors for which you are covered under Breakdown of Mechanical and Electronic Equipment Section;

b) for damage to rectifiers, radio, television, microwave ovens, computers, amplifying or electronic equipment of any description;

c) for damage to motors for which any manufacturer is liable under the provisions of any guarantee, warranty or agreement;

d) for damage to lighting or heating elements, fuses or protective devices, gas or seals, electrical contacts at which sparking or arcing occurs in ordinary working;

e) for damage to motors of more than 7 kW;

f) for loss of use, depreciation, wear and tear of the motors except for wear and tear of insulation which has resulted in the fusion of the electric motor;

g) for retrieval, extracting and reinstating of below ground equipment;

h) more than the current value of the motor or $10,000 for any one event whichever is the lesser.
6. **Glass breakage**
   a) the actual cost of replacing and fixing glass of the same type and quality or alternatively the actual cost of meeting the minimum specifications required to comply with the relevant building regulations in replacing and fixing glass;
   b) the additional costs incurred by **you** in arranging after hours services, express delivery and labour at overtime rates to replace the broken glass.

   a) for improvements and embellishments required at the time of repair other than required by regulations;
   b) for wear and tear including scratching, cracking, chipping, disfiguration or any damage to glass other than its actual breakage;
   c) for breakage of glass carried by hand;
   d) for glass which is or was cracked, chipped or imperfect prior to the commencement of this Section of the policy;
   e) for glass when in transit or while being fitted into position or removed from its fitting;
   f) for glass at any location undergoing demolition;
   g) more than $10,000 for damage to:
      i) window frames or door frames surrounding the broken glass; and
      ii) fittings and tiled shop fronts; and
      iii) illuminated signs including perspex and plastic signs; unless a higher amount is shown in the certificate of insurance;
   h) more than $10,000 for the cost of temporary shuttering and security including the reinstatement of sign writing, ornamentation, reflective materials or coatings and alarm tapes, unless a higher amount is shown in the certificate of insurance;
   i) more than $10,000 for the reasonable costs necessarily incurred to repair or replace your contents as a result of damage to them caused by breakage of glass.

7. **Portable musical instruments, other audio or video equipment, sporting equipment outside your location(s)**
   a) damage to portable musical instruments, audio or video equipment or sporting equipment which occurs anywhere within the geographic limits, including whilst in transit, caused by an event not otherwise excluded by this Section whether or not such items belong to **you**, but only if they were in the care of **you** or any person authorised by **you** in connection with your operations at the time of such damage.

   a) more than $5,000 for any one such item and not more than $25,000 in respect of all such items in any one period of insurance;
   b) for loss or damage to such equipment caused by loading and unloading of equipment on and from a vehicle.

8. **Property in the open air**
   a) accidental damage caused by an event not otherwise excluded by this Section to furniture and other insured property in the open air at your location(s).

   a) more than $25,000 for any one event or the amount shown in the certificate of insurance;
   b) for damage to stock in the open air at your location(s).

9. **Raffle prizes and donated goods**
   a) accidental damage caused by an event not otherwise excluded by this Section to raffle prizes and donated goods to be used for fund raising events and which occurs away from your location(s) but within the geographic limits.

   a) more than $5,000 or the value of such raffle prizes and donated goods taken up into your books of account as fair value, whichever is the lesser, for any one event, unless a higher amount is shown in the certificate of insurance;
   b) property not owned by **you** which is insured elsewhere.
10. Rewriting or reconstruction of records
   a) the reasonable costs necessarily incurred in rewriting or restoring records as a result of loss or damage not otherwise excluded by this Section to such records, including the loss of electronic data following damage to the data media on which such electronic data is contained.
   
   a) more than $25,000 for any one event unless a higher amount is stated in the certificate of insurance;
   b) more than the replacement value of non-proprietary documents and records which are able to be purchased on the market;
   c) more than the cost of the record media as blank material when reinstatement is not commenced within a reasonable time of us granting our consent;
   d) for the value to you of the information on the lost or damaged records;
   e) any financial loss caused to you by the loss of your records;
   f) rewriting or reconstructing records unless you maintain and regularly update duplicate files stored at alternative location;
   g) recreating computer media data records not backed up and more than 5 days old at the time of the damage.

11. Works of art, pictures, curios and antiques
   a) accidental damage caused by an event not otherwise excluded by this Section to works of art, pictures, curios and antiques whilst at any location within the geographical limits.
   
   a) for damage to stock;
   b) more than $5,000 for any one such item, pair, set or collection unless a higher amount is shown in the certificate insurance;
   c) more for all such items, pairs, sets or collections than 20% of the declared values for contents at the location(s) or $25,000, whichever is lesser for any one event unless a higher amount is shown in the certificate of insurance.

Specific Condition applicable to Property Protection Section

Coinsurance

If the total declared values at the time of loss or damage is less than eighty per cent (80%) of the full insurable value of the insured property at the commencement of the period of insurance, calculated in accordance with the basis of settlement we will pay the proportion of the claim the total declared values bears to eighty per cent (80%) of the value.

Provided that this clause will not apply

1. if the amount of any damage does not exceed ten percent (10%) of the total declared values; or
2. to Extra costs of reinstatement incurred by you when complying with the requirements of any lawful authority; or
3. if your insured property covered under this Property Protection Section has been insured for the full value stated in a Valuation prepared by an Approved Valuer not less than three years before the commencement of the period of insurance, and which an Approved Valuer has updated not more than twelve months prior to the commencement of the period of insurance. Approved Valuer means a Certified Practising Valuer registered with The Australian Property Institute within the relevant property discipline.

Breakdown of Mechanical and Electronic Equipment Section

This Section only forms part of your policy when Breakdown of Mechanical and Electronic Equipment Section is shown in your certificate of insurance.

This Section offers two optional covers each with certain Further Extensions. The two covers are:

Cover A – Breakdown of Mechanical Equipment (including explosion of boilers and pressure vessels) with an Optional Extension Deterioration of Refrigerated Goods.

Cover B – Breakdown of Electronic Equipment with Optional Extensions for Data Media Material and Records, and Increase in Cost of Working.

The certificate of insurance will show which of these covers and Optional Extensions you have selected.
Specific Definitions applicable to Breakdown of Mechanical and Electronic Equipment Section

In addition to the words or phrases shown as General definitions, whenever the following words appear in bold italics in this Section, they have the meaning shown below. If there is a General definition for the same word or phrase, the following specific definition will prevail in this Section.

**breakdown** means any internal electronic, electrical or mechanical component malfunction or failure which is sudden and unforeseen which stops the function of any **mechanical equipment** or **electronic equipment** and which requires immediate repair or replacement to enable the **mechanical equipment** or **electronic equipment** to function normally. **Breakdown** includes sudden and unforeseen:

a) explosion or implosion of boilers and pressure vessels;
b) violent bursting of motors, compressor and equipment subject to centrifugal force with or without ejection of parts and contents.

**electronic equipment** means all electronic audio-visual, computer, data processing, graphic, laboratory lighting, medical, printing, receiving, recording, research, scanning, signalling, telecommunicating, transmitting or similar equipment at the **location(s)** shown in the **certificate of insurance**. It does not include **mechanical equipment** or **electronic components** of any mechanical equipment.

**indemnity period** means the maximum indemnity period shown in the **certificate of insurance** in relation to Optional Extension Increase in Cost of Working.

**mechanical equipment** means all electrical and/or mechanical machinery including their interconnecting cabling and piping, boilers and pressure vessels and any other machinery or equipment at the **location(s)** shown in the **certificate of insurance** which generates, contains, transmit, receives, transforms or utilizes any form or source of energy or power. It does not include **electronic equipment**.

**refrigerated goods** means frozen or refrigerated perishable goods including biological specimens and medications, stock in trade or merchandise or raw materials belonging to you stored in freezers, refrigerators or cool rooms.

**sum insured** means the amount shown in the **certificate of insurance** which is the maximum amount we will pay for any **claim** under any item or in total except where stated otherwise under the Extensions to this Section.

Specific Conditions applicable to Breakdown of Mechanical and Electronic Equipment Section

In addition to the General Conditions applicable to all Sections the following conditions apply to this Section:

1. Adequacy of documentation

   We will not be liable to make any payment under this Section unless you have produced to our reasonable satisfaction all accounts, estimates, invoices, receipts and other documentation indicating that:

   a) repairs have been effected or cannot be effected because of unavailability of parts or that replacement of the whole equipment or machinery has taken place, as the case may be;
   b) for Optional Extension Data Media Material and Records, media replacement has been effected or data restoration has taken place, as the case may be;
   c) for Optional Extension Increase in Cost of Working, additional expenditure has been incurred.

2. Maintenance agreements

   Where an insured item is the subject of a maintenance agreement which provides both:

   a) preventative maintenance service; and
   b) remedial maintenance or repair service, providing both labour and parts to correct equipment malfunctions, repair internal damage and return equipment to good working order;

   this Section will, subject to the terms and conditions of this **policy**, cover any repair costs which are outside the scope of the maintenance agreement because of the operation of exclusions or provisions contained in that agreement.

3. Maintenance agreement on computers

   Where an insured item is part of a computer, word processor or typesetting computer and is not the subject of any form of maintenance agreement, or is subject to one which provides only preventative maintenance service or a promise of service availability, Cover B Breakdown of Electronic Equipment will only cover costs associated with the locating, diagnosis or rectification of mechanical, electrical or electronic failure, malfunction or **breakdown**.

4. You are required to:

   a) take reasonable precautions to prevent loss or **damage** and maintain and safeguard the **mechanical equipment** and the **electronic equipment** in good working order;
   b) comply with all manufacturers’ operating instructions and recommended maintenance schedule and maintain the **mechanical equipment** and the **electronic equipment** in good working order;
   c) comply with all statutory obligations, regulations and safety requirements imposed by any authority; and
   d) do all things reasonably practicable to minimise any interruption of or interference with the carrying out of your **operations** to avoid or diminish any loss where such loss is covered by this Section.
Cover A – Breakdown of Mechanical Equipment

What is covered

We will cover you under this Cover A for the following events happening during the period of insurance and after completion of successful initial commissioning and testing of the equipment:

1. Breakdown of mechanical equipment
   a) for breakdown of mechanical equipment at your location(s).
2. Explosion of boilers and pressure vessels
   a) for sudden and violent rending of boilers and pressure vessels at your location(s) by force, explosion of flue gas in such boilers, internal fluid pressure or collapse of such vessels as a result of abnormal vacuum and/or weakening of their structure through wear and tear.
3. Impact by flying fragments
   a) for damage to property at your location(s) caused by flying fragments following breakdown of surrounding mechanical equipment provided that you are responsible for the property that is struck and this property is owned by you or in your custody or control.

What is not covered

In addition to the General Exclusions applicable to all Sections of this policy, we will not cover you under Cover A of this Section for:

1. breakdown of:
   a) any equipment which was known by you to be defective or required repair or rectification of a defect before the damage to such equipment occurred;
   b) electro-medical and diagnostic research equipment;
   c) vehicles;
   d) electronic equipment other than electronic components of the mechanical equipment;
   e) hand dryers, mobile or portable machinery, portable hand held tools and vacuum cleaners;
   f) gaming, gambling, vending or amusement machines or any coin operated machine;
   g) lawn maintenance equipment;
   h) lifts, escalators and mobile equipment;
   i) any mechanical equipment which happens outside the geographic limits; or
   j) any mechanical equipment being intentionally subjected to abnormal stresses or overloading or any other testing or experimentation;

   unless we have agreed to any of these in writing and they are shown in the certificate of insurance as covered under this Cover A.

2. loss or damage for which you are covered under Property Protection Section of this policy or for which you would have been covered under Property Protection Section if that Section had been taken out by you.

3. damage to:
   a) lighting or heating elements, fuses or protective devices;
   b) electrical contacts at which sparking or arcing occurs in ordinary working;
   c) electrical wiring due to ageing and normal use;
   d) ducting, water and gas piping as a result of rust or corrosion; or
   e) equipment parts as a result of wear and tear, rust, scale, corrosion, gradual deterioration, scratching or marring, chipping or denting, developing flaws, normal upkeep or maintenance;

   provided always that this exclusion shall not apply to breakdown of mechanical equipment as a result of such damage.

4. damage caused by:
   a) failure to comply with statutes, regulations, or other statutory requirements relating to safeguarding or operation of equipment;
   b) shrinkage, inherent defects, natural deterioration or natural putrefaction;
   c) improper storage or stowage, collapse of packing material, deviations from designers’ specifications or instructions; or
   d) moths, termites or other insects, vermin, or oxidation, mildew, mould, contamination or pollution, wet or dry rot, change of colour, texture or finish, dampness, light, variations in or extremes of temperature, evaporation, inherent vice, inherent defect, latent defect, loss of weight, atmospheric or climatic conditions.
5. any costs associated with:
   a) replacement of consumable parts of equipment such as belts, ropes, chains, tyres, filters, refrigerant dryers, fuses, electric heating elements, electrical contacts, thermostats, thermostatic expansion valves, jointing, gland packing, seals, dies, moulds, cylinders, crushing surfaces, cutting blades, refractory materials, glass and porcelain components, ceramics, refractories, felts, sieves, fabrics, lubricants, fuel, catalysts, refrigerant gas, transfer media and any other parts that require periodic or frequent replacement with usage of equipment but this exclusion shall not apply where the replacement of these consumable parts is necessary due to damage covered by this Cover A;
   b) converting refrigeration and/or air-conditioning units from use of chlorofluorocarbon refrigerant gas to any other type of refrigerant gas;
   c) the repair or any developing crack, fracture, blister, lamination, flaw or grooving in boilers and pressure vessels which has not penetrated through the entire thickness of the material;
   d) alterations, additions, improvements or overhauls of equipment whether carried out in the course of indemnifiable repairs or as a separate operation;
   e) preventative maintenance work any process involving cleaning, normal upkeep or maintenance of equipment; or
   f) repairing or replacing any mechanical equipment if the manufacturer, supplier, agent or any other person is responsible for that repair or replacement under the terms of a maintenance agreement or supply warranty or agreement.

6. penalties for delay or detention.

7. loss of use or consequential loss of any kind.

### Basis of settlement – what we will pay

Following an event covered by Cover A Breakdown of Mechanical Equipment:

<table>
<thead>
<tr>
<th>We will pay for:</th>
<th>We will not pay:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. the cost of repairs necessary to return the damaged item or part of the item to its former state of serviceability including any necessary dismantling and re-erection; or</td>
<td>1. more than the cost of repairing or replacing the damaged part of an item of equipment including any necessary costs of dismantling and re-erection when damage is confined to that part, but not:</td>
</tr>
<tr>
<td>2. the additional expenditure reasonably and necessarily incurred by you for:</td>
<td>a) more than the sum insured for the item of equipment, if any, shown in the certificate of insurance; or</td>
</tr>
<tr>
<td>a) temporary repairs;</td>
<td>b) more than the limit of liability for any one item of equipment for Cover A shown in the certificate of insurance; or</td>
</tr>
<tr>
<td>b) hire of alternative equipment;</td>
<td>c) more than the pre-breakdown market value of the item of mechanical equipment where the mechanical equipment is not able to be repaired because any replacement part/s for the equipment cannot be purchased or manufactured. Where necessary, the estimated cost of unavailable parts will be based on the cost of available parts for similar equipment which are still in production; whichever is the lesser.</td>
</tr>
<tr>
<td>c) labour, overtime and work on public holidays incurred in expediting the repairs;</td>
<td>2. for any costs to remove pollutants beyond the boundaries or your location(s).</td>
</tr>
<tr>
<td>d) freight within Australia, including transportation as freight by any recognised airlines’ scheduled service;</td>
<td>3. for any additional expenditure exceeding more than 50% of the repair or replacement value of the damaged equipment or the limit of liability for any one item of equipment shown in the certificate of insurance, whichever is the lesser.</td>
</tr>
<tr>
<td>e) removing, storing and disposing of debris being residue of damaged insured property.</td>
<td></td>
</tr>
</tbody>
</table>
Optional Extension

Applicable to Breakdown of Mechanical Equipment only if shown on your certificate of insurance.

Following an event covered by Cover A:

<table>
<thead>
<tr>
<th>We will also pay:</th>
<th>We will not pay:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Deterioration of refrigerated goods cover</td>
<td>a) more than $10,000 following any one breakdown or such other amount as shown in the certificate of insurance;</td>
</tr>
<tr>
<td>a) following breakdown of refrigeration equipment covered under this Cover A and for which a claim has been admitted, or temporary refrigeration plant at the location for a period not exceeding 60 days; for</td>
<td>b) for any loss arising from a change in temperature caused by the renewal or repair of fuses or electrical contacts, maintenance of equipment, ordinary working, wear and tear or gradual deterioration of the refrigeration equipment (unless such wear and tear or gradual deterioration results in sudden unexpected stoppage of the equipment);</td>
</tr>
<tr>
<td>i) the cost of replacing refrigerated goods rendered inedible, unusable or un-saleable including the cost of disposing of the damaged goods; and</td>
<td>c) for deterioration of refrigerated goods due to the mis-operation or failure of thermostats, pressure controls or limiting devices due to operator error when setting such devices;</td>
</tr>
<tr>
<td>ii) the expenses reasonably incurred to avoid, diminish or minimise the deterioration or putrefaction of the refrigerated goods.</td>
<td>d) for loss or damage caused by shrinkage, inherent defects, natural deterioration or natural putrefaction of refrigerated goods; or</td>
</tr>
<tr>
<td>For the purposes of this Optional Extension, we will also cover such costs and expenses incurred as a result of:</td>
<td>e) for the costs of replacement of refrigerated goods that are beyond their use by date.</td>
</tr>
<tr>
<td>a) sudden and unforeseen failure due to breakdown of the public power supply causing cessation, but not the deliberate act of the power supply authority to restrict or withhold supply unless this is necessary to safeguard life or any part of the supply and is not due to fire, flood, storm or any other natural cause;</td>
<td></td>
</tr>
<tr>
<td>b) failure of temperature control or protective devices within refrigeration units or sudden leakage of refrigerant from the refrigeration machinery and associated piping system;</td>
<td></td>
</tr>
<tr>
<td>c) contamination of stored stock by accidental escape of coolant or refrigerant into the cold chamber.</td>
<td></td>
</tr>
</tbody>
</table>

Cover B – Breakdown of Electronic Equipment

What is covered

We will cover you under this Cover B for breakdown of electronic equipment which happens during the period of insurance within the geographic limits and after completion of successful initial commissioning and testing of the equipment.

What is not covered

In addition to the General Exclusions applicable to all Sections of this policy, we will not cover you under Cover B of this Section for:

1. breakdown of electronic equipment:
   a) which was known by you to be defective before damage to such equipment occurred;
   b) not belonging to you, or which is leased or hired in or hired out or loaned by you while it is out of your possession, care, custody or control on hire, rental, lease or loan;
   c) from causes for which cover is not provided for mechanical equipment under Cover A of this Section;
   d) due to atmospheric moisture or temperature unless directly resulting from damage to or malfunction of air-conditioning equipment; or
   e) due to computer virus.
2. the cost of replacement of consumable parts of equipment such as batteries, belts, chains, tapes, ribbons, filters, fuses, electric heating elements or electrical contacts worn through normal use or operation, unless replacement of such consumable part is necessary due to damage covered by this Cover B.
3. the cost of replacing damaged data media material or lost or corrupted electronic data or programs and restoring the lost information onto the data media.
4. the cost of:
   a) preventative maintenance work;
   b) alterations, additions, improvements or overhauls whether carried out in the course of indemnifiable repairs or as a separate operation;
   c) replacement or restoration of equipment or parts of equipment following normal wear and tear or gradual deterioration unless the wear and tear or gradual deterioration results in breakdown of the electronic equipment; or
   d) temporary repairs unless such repairs constitute part of the final repairs and do not increase the total repair costs.

Basis of settlement – what we will pay

Following an event covered by Cover B Breakdown of Electronic Equipment:

<table>
<thead>
<tr>
<th>We will pay for:</th>
<th>We will not pay:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. the cost of repairs necessary to return the damaged item or part of the item to its former state of serviceability, including any necessary dismantling and re-erection; or</td>
<td>1. more than the cost of repairing or replacing the damaged part of an item of equipment including any necessary costs of dismantling and re-erection when damage is confined to that part;</td>
</tr>
<tr>
<td>2. the replacement cost of the item but where the equipment is more than three years old, we will deduct 15% for each year of age up to a maximum of 80%. Depreciation will not be applied to labour costs and any salvage will be subtracted from the amount calculated; and</td>
<td>2. more than the sum insured for the item of equipment, if any, shown in the certificate of insurance;</td>
</tr>
<tr>
<td>3. the additional expenditure reasonably and necessarily incurred by you for:</td>
<td>3. more than the limit of liability for any one item of equipment for Cover B shown in the certificate of insurance;</td>
</tr>
<tr>
<td>a) removing, storing and disposing of debris being residue of damaged insured property;</td>
<td>4. more than the pre-breakdown market value of the item of electronic equipment where the electronic equipment is not able to be repaired because any replacement part/s for the equipment cannot be purchased or manufactured. Where necessary, the estimated cost of unavailable parts will be based on the cost of available parts for similar equipment which are still in production;</td>
</tr>
<tr>
<td>b) temporary repairs;</td>
<td>5. for any additional expenditure exceeding more than 50% of the repair or replacement value of the damaged equipment or the limit of liability for any one item of equipment shown in the certificate of insurance, whichever is the lesser.</td>
</tr>
<tr>
<td>c) labour, overtime and work on public holidays incurred in expediting the repairs;</td>
<td></td>
</tr>
<tr>
<td>d) freight within Australia, including transportation as freight by any recognised airlines’ scheduled service;</td>
<td></td>
</tr>
<tr>
<td>e) customs duties and dues, if any, to the extent that such expenses have been included in the sum insured for the item shown in the certificate of insurance for this Cover B.</td>
<td></td>
</tr>
</tbody>
</table>
Optional Extensions
Applicable to Breakdown of Electronic Equipment only if shown on *your certificate of insurance*.

Following an event covered by Cover B:

<table>
<thead>
<tr>
<th><strong>We will pay for:</strong></th>
<th><strong>We will not pay:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Data media material and records</strong></td>
<td>a) for loss or distortion of data, information or records which does not arise from breakdown covered under Cover B;</td>
</tr>
<tr>
<td><em>We will cover you</em> if data media material suffers loss or damage during the <em>period of insurance</em> following an event covered under Cover B and not otherwise excluded by this Section. <em>We will pay for:</em></td>
<td>b) for loss or damage caused by atmospheric moisture or temperature unless directly resulting from damage to or malfunction of air-conditioning equipment;</td>
</tr>
<tr>
<td>a) the actual cost necessarily incurred by you to replace lost or damaged data media by new unused materials;</td>
<td>c) for the cost of replacement of component parts worn through normal use or operation;</td>
</tr>
<tr>
<td>b) charges for labour, overtime and work on public holidays incurred by you in expediting the restoration of your electronic data and/or records;</td>
<td>d) for loss or damage due to faults or defects known to you or any of your officials, employees or volunteers at the time of commencement of this Section of the policy and not disclosed to us;</td>
</tr>
<tr>
<td>c) any reasonable expenses which can be proved to have been incurred by you strictly for the purpose of restoring your electronic data or information in a condition equivalent to that existing prior to the occurrence of the damage to the data media.</td>
<td>e) more than the replacement value of lost data and records which are able to be purchased on the market;</td>
</tr>
<tr>
<td>Lost data or information may be produced in an updated form if the cost of doing so is no greater than that of reinstatement in the original form.</td>
<td>f) more than the cost of the record media as blank material when reinstatement is not commenced within a reasonable time of us granting our consent;</td>
</tr>
<tr>
<td></td>
<td>g) for the value to you of the lost or damaged data and records.</td>
</tr>
<tr>
<td><strong>2. Increase in cost of working cover</strong></td>
<td>a) for expenses incurred:</td>
</tr>
<tr>
<td><em>We will cover you</em> for the cost of alternative computer equipment and any increase during the <em>indemnity period</em> in your cost of working if the normal operation of the items covered under Cover B is interrupted as a direct result of breakdown covered under this Cover B. <em>We will pay for:</em></td>
<td>i) during interruption periods for cleaning, adjustment, maintenance or overhaul or alterations, additions or improvements to the insured items;</td>
</tr>
<tr>
<td>a) the cost of alternative equipment to replace the damaged equipment pending repair or replacement; and</td>
<td>ii) after the <em>indemnity period</em> has expired;</td>
</tr>
<tr>
<td>b) all actual additional expenditure you can prove has been necessarily and reasonably incurred during the <em>indemnity period</em> over and above the normal expenses which you would have incurred in the operation of the items covered under this Cover B.</td>
<td>b) any increase in cost of working exceeding four (4) weeks extension of interruption due to delay in the completion of repair or restoration of items of foreign manufacture arising from one or any combination of:</td>
</tr>
<tr>
<td></td>
<td>i) the delay in the completion of repair or restoration of items of foreign manufacture;</td>
</tr>
<tr>
<td></td>
<td>ii) measures, restrictions or regulations imposed by any government authority;</td>
</tr>
<tr>
<td></td>
<td>iii) the time required to procure replacement component parts or complete items overseas;</td>
</tr>
<tr>
<td></td>
<td>iv) the time required to transport parts or complete items between the location(s) and the overseas place of repair or restoration;</td>
</tr>
<tr>
<td></td>
<td>v) time required to engage and transport overseas specialists or consultants to attend local repairs.</td>
</tr>
</tbody>
</table>
Money Section

This Section only forms part of your policy when Money Section is shown in your certificate of insurance.

Specific Definitions

In addition to the words or phrases shown as General definitions, whenever the following words appear in bold italics in this Section, they have the meaning shown below. If there is a General definition for the same word or phrase, the following specific definition will prevail in this Section.

- **carrier** means professional money carrier, professional carrier or common carrier.
- **sum insured** means the amount shown in the certificate of insurance which is the maximum amount we will pay for any claim under any item or in total except where stated otherwise under the Extensions to this Section.
- **transit** means in your personal custody or in the custody of persons by you anywhere in Australia and shall be deemed to have commenced immediately the safe or strongroom containing the money is unlocked for the purpose of removal and immediate transportation of the money from the location. Whilst contained in a night safe, night deposit chute or automatic teller machine of any financial services provider, money shall be deemed to be in transit until such time as your financial services provider has recorded the money into your account or ceases trading on the next business day following your deposit.

What is covered

We will cover you for loss of or damage to money which occurs during the period of insurance while the money is:

1. in transit to or from your location(s) and is in your custody or the custody of an official, employee or volunteer.
2. in a securely locked safe.
3. in your buildings during and outside your business hours.
4. in your private residence or that of an official or employee authorised to take the money to their residence until the end of the next bank business day.

What is not covered

In addition to the General Exclusions applicable to all Sections of this policy, we will not cover you under this Section for:

1. more than $2,000 for loss of money while the money is in your buildings and not contained in a locked safe outside business hours unless a higher amount is shown in the certificate of insurance.
2. loss of money:
   a) from a safe opened with a key or combination unless following violence or threat of violence to you or your officials, employees, or volunteers;
   b) from an unattended and unlocked vehicle;
   c) not discovered within 15 days of the loss or damage occurring;
   d) due to accounting error or handling error or errors in receiving or paying out money;
   e) due to forged or dishonoured cheques;
   f) while in the custody of carriers;
   g) caused by fraud or dishonesty by you, your officials, employees or volunteers; or
   h) arising from a kidnapping, bomb threat, threat of contamination, hoax, extortion or any attempted threat.

Basis of settlement – what we will pay

Following an event covered by Money Section:

<table>
<thead>
<tr>
<th>We will pay:</th>
<th>We will not pay:</th>
</tr>
</thead>
<tbody>
<tr>
<td>the amount of your loss of money based on quantification by your accountant.</td>
<td>more than the sum insured stated in the certificate of insurance for any item or in the aggregate in respect of this Section excepting as varied under the Extensions of cover stated below.</td>
</tr>
</tbody>
</table>
Extensions

The amounts payable under the following Extensions will be additional to the *sum insured* noted on your *certificate of insurance*.

Following an event covered by Money Section:

<table>
<thead>
<tr>
<th>We will:</th>
<th>We will not pay:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Clothing and personal effects</strong></td>
<td>a) more than $10,000 for any one event in addition to the Section <em>sum insured</em> but if you are also insured under Theft Section the benefit offered under this Extension will not be cumulative with Extension Clothing and Personal Effects of Theft Section.</td>
</tr>
<tr>
<td>pay for the repair or replacement of clothing and <strong>personal effects</strong> belonging to your employees or others where these items are damaged during any theft or attempted theft of your money.</td>
<td></td>
</tr>
<tr>
<td><strong>2. Death benefits</strong></td>
<td>a) more than $10,000 for any one person but if you are also insured under Theft Section the benefit offered under this Extension will not be cumulative with Extension Death Benefits of Theft Section.</td>
</tr>
<tr>
<td>pay death benefits for any person protecting or attempting to protect <strong>money</strong> from theft or attempted theft who is injured in the occurrence and death results from the injury within 12 months.</td>
<td></td>
</tr>
<tr>
<td><strong>3. Increased limit for fundraising events</strong></td>
<td>a) more than $2,000 for loss of <strong>money</strong> while the <strong>money</strong> is in your <strong>buildings</strong> and not in a locked <strong>safe</strong> outside <strong>business hours</strong>; or</td>
</tr>
<tr>
<td>increase the <em>sum insured</em> for loss of <strong>money</strong> which occurs during fundraising events for <strong>money</strong> in transit and for <strong>money</strong> in your <strong>building</strong>.</td>
<td>b) more than 100% in addition to the <em>sum insured</em> shown in your <em>certificate of insurance</em> for this Section, unless a higher amount is shown on your <em>certificate of insurance</em>.</td>
</tr>
<tr>
<td>This increased cover will apply for 7 days prior to, during and for 7 days after two fundraising events of your choice.</td>
<td></td>
</tr>
<tr>
<td><strong>4. Public holiday</strong></td>
<td>a) this increased cover for <strong>damage</strong> to <strong>safes</strong> and strongrooms.</td>
</tr>
<tr>
<td>increase the <em>sum(s) insured</em> for loss of <strong>money</strong> covered by this Section by 100% on days that are bank or public holidays until 5.00pm on the first bank trading day after such holiday. This increased cover is not cumulative with Extension Increased Limit for Fundraising Events.</td>
<td></td>
</tr>
<tr>
<td><strong>5. Safes, locks and keys</strong></td>
<td>a) more than $10,000 for any one event in addition to the Section <em>sum insured</em> but if you are also insured under Theft Section the benefit offered under this Extension will not be cumulative with Extension Safes, Locks and Keys of Theft Section.</td>
</tr>
<tr>
<td>pay for the cost to open, repair or replace <strong>safes</strong>, locks, keys and combinations to a <strong>safe or money</strong> bag(s) necessarily and reasonably incurred by you following theft or attempted theft of <strong>money</strong> in addition to the <em>sum insured</em> applicable under this Section.</td>
<td></td>
</tr>
<tr>
<td><strong>6. Security services</strong></td>
<td>a) more than $10,000 for any one event but if you are also insured under Theft Section the benefit offered under this Extension will not be cumulative with Extension Security Section of Theft Section.</td>
</tr>
<tr>
<td>pay the charges incurred by you for services rendered by your security provider following the event including reinstating security at the <strong>location</strong> and any other reasonable and necessary costs in arranging temporary protection, or the employment of security guards or watchman to safeguard <strong>money</strong> at the <strong>location</strong>.</td>
<td></td>
</tr>
</tbody>
</table>

**Theft Section**

This Section only forms part of your *policy* when Theft Section is shown in your *certificate of insurance*.

**Specific Definitions**

In addition to the words or phrases shown as General definitions, whenever the following words appear in bold italics in this Section, they have the meaning shown below. If there is a General definition for the same word or phrase, the following specific definition will prevail in this Section.

**insured property** means all **contents** and **stock** which are owned by you or for which you are responsible or have assumed responsibility to insure prior to the occurrence of any loss or **damage**, at the **location(s)** shown in the *certificate of insurance*. 
**sum insured** means the amount shown in the **certificate of insurance** which is the maximum amount **we** will pay for any **claim** under any item or in total except where stated otherwise under the Extensions to this Section.

**What is covered**

*We* will cover **you** for loss of or **damage** to the **insured property** (other than **money**) which occurs during the **period of insurance** as a result of the following events:

1. theft following forcible and violent entry (or any attempt thereat) into or upon the **buildings** at the **location(s)**.
2. hold up or threat of violence to **you, your officials, employees or volunteers**.
3. theft by a person illegally concealed at the **location(s)**.
4. theft of **insured property** in the open air at the **location(s)**.

**What loss or damage is not covered**

In addition to the General Exclusions applicable to all Sections of this *policy*, we will not cover **you** under this Section for loss or **damage**:  
1. caused by theft or attempted theft committed by:
   a) **you**; or
   b) any of **your officials, employees or volunteers** unless consequent upon theft following forcible and violent entry into or upon **buildings** at the **location(s)**.
2. to **insured property** from an unlocked and unattended **vehicle**.
3. which occurs when the **location(s)** has been unoccupied or unused for a continuous period of more than 100 days unless **we** have consented to this.

**What property is not covered**

Unless specifically shown in the **certificate of insurance** as **insured property** covered under this Section, **we** do not cover property which is:

1. jewellery, furs, bullion, precious metals or precious stones valued at over $5,000 in all.
2. curios, pictures, works of art, gold or silver articles, or icons valued at over $5,000 for any one item, pair, set or collection.
3. livestock, animals, birds or fish, **landscaping**, growing crops, pastures or standing timber.
4. **vehicles** (other than forklifts or mobile lifting equipment not otherwise insured) unless specifically shown as insured in the **certificate of insurance** for this Section.
5. **buildings** undergoing demolition.

**Basis of settlement – what we will pay**

Following an event covered by Theft Section:

<table>
<thead>
<tr>
<th><strong>We will pay:</strong></th>
<th><strong>We will not pay:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. for the <strong>insured property</strong> which suffers loss or <strong>damage</strong> caused by a defined event, for the cost to:</td>
<td>a) more than the <strong>sum insured</strong> in respect of this Section or the repair cost or <strong>replacement value</strong>, whichever is less;</td>
</tr>
<tr>
<td>a) replace the <strong>insured property</strong> if it is not found within a reasonable time; or</td>
<td>b) more than $10,000 in respect of loss or <strong>damage</strong> caused by theft of <strong>insured property</strong> in the open air;</td>
</tr>
<tr>
<td>b) repair the <strong>insured property</strong> if it can be economically repaired; or</td>
<td>c) in respect of <strong>insured property</strong> that forms part of a pair or set, more than the value of the part of the pair or set which is lost or <strong>damaged</strong>, even if it cannot be replaced with a matching item. The value of each item will be regarded as spread proportionately over the whole of the pair or set.</td>
</tr>
<tr>
<td>c) replace the <strong>insured property</strong> if it cannot be economically repaired.</td>
<td></td>
</tr>
</tbody>
</table>

Ansvar Insurance Allied Health Insurance Policy Wording  
AHCAREPOL 0219 V1.2
### Extensions

The amounts payable under the following Extensions are included in the **sum insured** noted on your **certificate of insurance**, unless specifically stated below. Following an event covered by this Section:

<table>
<thead>
<tr>
<th><strong>We will pay:</strong></th>
<th><strong>We will not pay:</strong></th>
</tr>
</thead>
</table>
| **1. Clothing and personal effects**  
  - pay for the repair or replacement of clothing and **personal effects** belonging to **your officials, employees, patients and volunteers** where these items are **damaged** during any theft or attempted theft of **your insured property**. | a) more than $10,000 for the **personal effects** of all **your officials, employees, patients and volunteers** in any one event but if **you** are also insured under Money Section the benefit offered under this Extension will not be cumulative with Extension Clothing and Personal Effects of Money Section. |

| **2. Death benefits**  
  - pay death benefits for any person protecting or attempting to protect **insured property** other than **money** from theft or attempted theft who is injured in the occurrence and death results from the injury within 12 months. | a) more than $10,000 for any one person but if **you** are also insured under Money Section the benefit offered under this Extension will not be cumulative with Extension Death Benefits of Money Section. |

| **3. Metered water**  
  - pay the cost of metered water charges arising directly from the theft of **insured property** or water at the location. | a) more than $10,000 any one event but if **you** are also insured under Property Protection Section the benefit offered under this Extension will not be cumulative with Extension Metered Water of Property Protection Section. |

| **4. Safes, locks and keys**  
  - pay to replace keys, locks, combinations and/or the cost of opening a **safe** where the keys and/or combinations have been stolen. | a) more than $10,000 for any one event but if **you** are also insured under Money Section the benefit offered under this Extension will not be cumulative with Extension Safes, Locks and Keys of Money Section. |

| **5. Security services**  
  - pay the charges incurred by **you** for services rendered by **your** security provider following the event including reinstating security at the location and other reasonable costs in arranging temporary protection, or the employment of security guards or watchman to safeguard **insured property** at the location. | a) more than $10,000 for any one event but if **you** are also insured under Money Section the benefit offered under this Extension will not be cumulative with Extension Security Services of Money Section. |

### Further Extensions

Under this Section, **we** will also provide the following additional covers. The amounts payable are included in the **sum insured** noted on your **certificate of insurance**, unless specifically stated below.

<table>
<thead>
<tr>
<th><strong>We will pay:</strong></th>
<th><strong>We will not pay:</strong></th>
</tr>
</thead>
</table>
| **1. Furniture and equipment in transit**  
  - **loss of or damage** to **your** furniture and equipment other than musical instruments, computers, jewellery, valuables, electronic and **sporting equipment** as a result of theft whilst in transit between **location(s)** utilised by **you** for **your operations** within the **geographic limits** in or on a **vehicle** owned or operated by **you** or by any person authorised by **you**. | a) more than 20% of the **sum insured** shown in the **certificate of insurance** for Theft Section. |
2. **Alternative premises**  
   - loss of or **damage** to **insured property** (other than **money**) whilst located in alternative premises within the **geographic limits**.  
     a) more than the **sum insured** shown in the **certificate of insurance** for Theft Section or $20,000, whichever is less;  
     b) for loss or **damage** to such **insured property**:  
        i) in a **vehicle**; or  
        ii) whilst in transit (except as stated in Extension Furniture and equipment in transit).  

3. **Musical instruments, other portable audio, video or sound equipment, and sporting equipment**  
   - loss of or **damage** to **musical instruments**, other **portable audio, video or sound equipment**, and **sporting equipment** which occurs anywhere within the **geographic limits**, including whilst in transit, as a result of theft whether or not such items belong to **you** but only if they were in the care of **you** or any person authorised by **you** in connection with **your operations** at the time of such loss or **damage**.  
     a) for **loss or damage** caused by theft from an unlocked **vehicle**;  
     b) more than $1,000 for any one such item and not more than $5,000 in respect of all such items in any one event, unless a higher amount is shown on **your certificate of insurance**.  

4. **Theft without forcible or violent entry**  
   - loss of or **damage** to **insured property** resulting from theft without evidence of forcible or violent entry, but only if the theft or attempted theft was not committed by **you** or any of **your officials, employees or volunteers**.  
     a) more than $5,000 for any one event.  

5. **Rewriting or reconstruction of records**  
   - the reasonable costs necessarily incurred in rewriting or restoring records as a result of loss or **damage** not otherwise excluded by this Section to such records, including the loss of **electronic data** following **damage** to the data media on which such **electronic data** is contained  
     a) more than $25,000 for any one event but the benefit offered under this Further Extension will not be cumulative with Further Extension Rewriting or Reconstruction of Records of Property Protection Section.  
     b) more than the **replacement value** of non-proprietary documents and records which are able to be purchased on the market;  
     c) for the value to **you** of the information on the lost or **damaged** records;  
     d) any financial loss caused to **you** by the loss of your **records**;  
     e) rewriting or reconstructing records unless **you** maintain and regularly update duplicate files stored at alternative location;  
     f) recreating computer media data records not backed up and more than 5 days old at the time of the loss or **damage**.  

**General Property Section**  
This Section only forms part of **your policy** when General Property Section is shown in **your certificate of insurance**.  

**Specific Definitions**  
In addition to the words or phrases shown as General definitions, whenever the following words appear in bold italics in this Section, they have the meaning shown below. If there is a General definition for the same word or phrase, the following specific definition will prevail in this Section.  

- **insured property** means all **contents** which are owned by **you** or for which **you** are responsible or have assumed responsibility to insure prior to the occurrence of any loss or **damage**, at the location(s) shown in the **certificate of insurance**.  
- **sum insured** means the amount shown in the **certificate of insurance** which is the maximum amount **we** will pay for any **claim** under any item or in total except where stated otherwise under the Extensions to this Section.
What is covered

We will cover you for accidental damage not otherwise excluded by this Section to the insured property you specify and which is shown in the certificate of insurance as covered by this Section and which occurs whilst that insured property is anywhere within the geographic limits.

What is not covered

In addition to the General Exclusions applicable to all Sections of this policy, we will not cover you under this Section for loss or damage:

1. to property not owned by you unless otherwise specifically shown in the certificate of insurance.
2. to insured property as a result of mechanical, electrical, electro-mechanical, electronic or hydraulic malfunction, failure, or breakdown but this exclusion will not apply to subsequent damage from a cause or event not otherwise excluded which results from such malfunction, failure or breakdown.
3. caused by theft of insured property in the open air at or outside the location(s) unless agreed by us and shown in the certificate of insurance.
4. caused by theft from unlocked location(s) or an unlocked vehicle.

Basis of settlement – what we will pay

Following an event covered by this Section:

<table>
<thead>
<tr>
<th>We will pay:</th>
<th>We will not pay:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. the reasonable cost of repairing the damaged item where the insured property can be repaired; or</td>
<td>a) more than the sum insured shown in the certificate of insurance for each item of insured property specified in the certificate of insurance; or</td>
</tr>
<tr>
<td>2. the replacement value where the insured property cannot be economically repaired.</td>
<td>b) more than $2,000 per item when blanket cover for unspecified items is selected, unless a higher amount is shown in your certificate of insurance; or</td>
</tr>
<tr>
<td></td>
<td>c) more for any one event than the sum insured shown in the certificate of insurance for this Section.</td>
</tr>
</tbody>
</table>

Income Protection Section

This Section only forms part of your policy when Income Protection Section is shown in your certificate of insurance.

Specific Definitions applicable to Income Protection Section

In addition to the words or phrases shown as General Definitions, whenever the following words appear in bold italics in this Section, they have the meaning shown below. If there is a General Definition for the same word or phrase, the following specific definition will prevail in this Section.

income means the money paid or payable to you arising from your operations including gifts, donations, grants, government subsidies, proceeds of sales, rent (including money paid as outgoings by the lessee under the terms of the rental or leasing agreement) and other receivables after the deduction of all discounts allowed.

indemnity period means the period commencing from the time the insured damage causes interruption to or interference with the carrying out of your operations, until the date the interruption or interference ceases provided that this period will not exceed the number of months stated in the certificate of insurance.

infectious disease means an outbreak of a human communicable disease at the location(s).

insured damage means damage to property when the property that is damaged and the cause of the damage would be covered, under Property Protection Section, Money Section, Theft Section, and/or General Property Section of this policy had such property been insured property.

limit of liability means the amount shown under Income Protection Section, in the certificate of insurance which is the maximum amount we will pay for any claim under this Section, including the Extensions and Optional Extensions unless we state otherwise.

standard income means the income earned during that period corresponding with the indemnity period in the twelve months immediately before the date of the damage adjusted to reflect trends in the income, the conduct of your operations or any other circumstances so as to represent as reasonably as practicable the income which would have been achieved by you after the date of the damage had the interruption or interference not happened.
What is covered

We will cover you for loss of income during the indemnity period, resulting from interruption to or interference with the carrying out of your operations and caused by insured damage to the insured property or property used by you at the locations during the period of insurance, but only where a claim has been admitted or would have been admitted by us, except for the operation of an excess, under the following policy Sections:

1. Property Protection Section;
2. Money Section;
3. Theft Section; and/or
4. General Property Section.

Payment of a claim made under this Section will be in accordance with the basis of settlement.

What loss of income is not covered

This Section does not cover loss of income following:

1. loss of or damage to any property which is excluded from cover by the General Exclusions applicable to all Sections of the policy or any property specified in What property is not covered for Property Protection Section, Money Section, Theft Section and/or General Property Section; and
2. damage to insured property caused by any of the events in General Exclusions applicable to all Sections of the policy and exclusions specified in What damage is not covered for Property Protection Section, Money Section, Theft Section and/or General Property Section.

How much we will pay

1. We will not pay more for any claim under this Section than the limit of liability.
2. Where cover for any claim provided by an Extension in this Section is limited to an amount below the Section limit of liability, we will not pay more than the amount stated in this Section unless another amount is selected by you and shown in the certificate of insurance.

Basis of settlement – what we will pay

Following an event covered by this Section:

<table>
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<tr>
<th>We will pay:</th>
<th>We will not pay:</th>
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<tbody>
<tr>
<td>1. an amount equal to the amount by which the income earned during the indemnity period falls short of the standard income because of the interruption or interference; plus</td>
<td>a) for any claim under this Section after:</td>
</tr>
<tr>
<td>2. any reasonable expenditure certified by your accountant which you incur during the indemnity period for the purpose of minimising interruption to the carrying out of your operations but not exceeding the amount of income saved; less</td>
<td>i) you have been bankrupted, dissolved or wound up or have ceased to operate;</td>
</tr>
<tr>
<td>3. any sum saved during the indemnity period in respect of charges and expenses payable out of income as may cease or be reduced in consequence of the damage; and</td>
<td>ii) a liquidator, receiver, administrator or trustee in bankruptcy has been appointed to you;</td>
</tr>
<tr>
<td>4. any sum received or receivable in respect of services rendered elsewhere than at the location(s) either by you or by others on your behalf for your benefit in the carrying out of your operations.</td>
<td>unless such events arise directly as a result of the interruption of or interference with your operations from a cause covered by this Section, in which case we will make an equitable settlement.</td>
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</tbody>
</table>
Extensions

We will also cover you for loss of income during the indemnity period resulting from interruption to or interference with the carrying out of your operations:

<table>
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<tr>
<th>Caused by:</th>
<th>We will not pay:</th>
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<tbody>
<tr>
<td><strong>1. Catastrophe Escalation Costs</strong>&lt;br&gt;When Extension Catastrophe Escalation Costs under Property Protection Section applies, and the indemnity period stated in the schedule is 12 months or more, we will increase the indemnity period by a further 3 months, providing that you undertake the reinstatement of your business at the existing location or at an alternative location without unreasonable delay on your part.&lt;br&gt;<strong>NOTE:</strong>&lt;br&gt;This increase in your indemnity period is in recognition of the delays and difficulties experienced in the aftermath of such events which extend the normal period in which the results of any business are affected in consequence of the insured damage.</td>
<td>a) more than the limit of liability for this Section in total.</td>
</tr>
<tr>
<td><strong>2. Property in the vicinity</strong>&lt;br&gt;Insured damage to property within 30 kilometres of your location(s) which prevents or hinders access to the location(s) or restricts your ability to carry out your operations.</td>
<td>a) for loss of income unless the period of interference or interruption following the damage exceeds 48 hours.</td>
</tr>
<tr>
<td><strong>3. Service suppliers</strong>&lt;br&gt;Insured damage to land-based property in Australia which belongs to or is under the control of any company or authority supplying or delivering communication, electricity, gas, water or sewerage services for use in your operations or the operations of your suppliers and customers.</td>
<td>a) for loss of income unless the period of interference or interruption following the damage exceeds 48 hours; b) more than 20% of the limit of liability any one event.</td>
</tr>
<tr>
<td><strong>4. Suppliers to you</strong>&lt;br&gt;Insured damage to property situated within the geographical limits belonging to a supplier or distributor of products or services to you or to any of their direct suppliers.</td>
<td>a) for loss of income unless the period of interference or interruption following the damage exceeds 48 hours; b) more than 20% of the limit of liability any one event.</td>
</tr>
<tr>
<td><strong>5. Your customers</strong>&lt;br&gt;Insured damage to the property situated within the geographic limits of a customer or client, or property at the premises of their direct suppliers, including work sites when your operations involve work away from your location(s).</td>
<td>a) more than 20% of the limit of liability any one event.</td>
</tr>
<tr>
<td><strong>6. Access prevention by a public authority</strong>&lt;br&gt;Your location(s) being rendered inaccessible to the public due to an order made during the period of insurance by a government authority or official acting with legislative authority (access prevention order) following:&lt;br&gt;a) health, safety or infectious disease concerns (but not arising as a result of any highly pathogenic avian influenza in humans or diseases declared to be quarantinable diseases under the Quarantine Act (1908) and any subsequent amendments);&lt;br&gt;b) murder or suicide;&lt;br&gt;c) foreign or injurious matter in food or drink provided from or on your location(s); or&lt;br&gt;d) damage to or threat of damage to property or injury or threat of injury within a 50 kilometre radius of your location.</td>
<td>a) for loss of income unless the period of interference or interruption following the order exceeds 48 hours.</td>
</tr>
</tbody>
</table>
7. Public evacuation
the evacuation of the public and your potential clients from
the area in which your operations are conducted on the order
of the relevant authority following the declaration of a state
of emergency resulting from a natural disaster event.

a) for loss of income unless the period of interference or
interruption following the order exceeds 48 hours.

8. Registered motor vehicles
insured damage to registered motor vehicles that are owned
and/or operated by you and/or your contractor(s) occurring at
your location(s) or at the premises of your contractor(s).

9. Roads, bridges and railway lines
insured damage to roads, bridges and railway lines over which
stock, supplies, components, materials are conveyed to and
from your locations.

a) more than 20% of the limit of liability any one event.

10. Computer data
insured damage to computer installations, including ancillary
equipment and data processing media utilised by you in your
operations.

a) more than 20% of the limit of liability any one event.

Optional Extensions
Applicable to Income Protection only if shown on your certificate of insurance.

**We will pay:**

**We will not pay:**

1. Additional increase in cost of working
for additional increase in the cost of working (not otherwise
recoverable under this Section or from any other source)
necessarily and reasonably incurred by you, including
temporary accommodation and relocation costs of employees
and patients during the indemnity period for the purpose
of avoiding or diminishing a reduction in income and/or
resuming your normal operations.

a) more than the amount shown in the certificate of
insurance for this Optional Extension for any one event.

2. Additional severance pay
for additional expenditure beyond that recoverable under
loss of income of this Section as you are obligated or have
agreed to pay under industrial awards, determinations,
decisions or agreements for severance pay and/or in lieu of
notice to employees whose services are terminated during the
indemnity period in consequence of the insured damage.

a) more than the amount shown in the certificate of
insurance for this Optional Extension for any one event.

3. Additional Accounting and other professional costs
for professional fees and other reasonable expenses
necessarily incurred by you for preparation of claims under
Property Protection Section and this Section, additional to
those provided under General Condition – Claims preparation
costs.

a) more than the amount shown in the certificate of
insurance for this Optional Extension for any one event.

4. Fines and Penalties
for such sum or sums as you are legally liable to pay in
discharge of fines and/or damages incurred in consequence
of the insured damage for non-completion or late completion
of services or orders, or the inability to meet contract
specifications or cancellation of services or orders.

a) more than the amount shown in the certificate of
insurance for this Optional Extension for any one event.
5. **Book Debts**

   if, following **insured damage** to your accounts receivable records or other books of account or other records at the **location(s)** by an event covered under Property Protection Section, you are unable to collect outstanding debit balances owed to you:

   a) for the difference between such debit balances and the total of the amounts received or traced by you in respect of such balances;

   b) for the additional expenditure incurred by you with our prior consent in tracing and establishing debit balances owed to you after the **insured damage**;

   c) for the reasonable professional accounting fees necessarily incurred by you in providing any evidence required by us in support of a **claim** under this Optional Extension.

   For this Optional Extension to apply, you must establish back-up records of your debtors at the close of each month and remove or save these to a secure site and place of storage away from your **location(s)**.

6. **Specified suppliers**

   We will extend cover to pay loss of **income** that results from interruption or interference with your operations caused by **insured damage** to property located in Australia of your specified supplier shown in your certificate of insurance or to the property of any of their direct suppliers.

   a) more than the percentage of the **limit of liability** or amount shown in the **certificate of insurance** for this Optional Extension for any one event.

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**Specific Condition applicable to Income Protection Section**

In respect of loss of **income** if the amount declared for **income** is less than 80% of the actual **income** for the year immediately prior to the date of the commencement of the **period of insurance**, we will pay the proportion of the **claim** that the declared amount of **income** bears to eighty per cent (80%) of the actual **income**;

Provided that this clause will not apply if your:

a) projected **income** that your operations would have earned in the **indemnity period** stated in the **certificate of insurance** if the **insured damage** had not occurred, is less than the declared **income**;

b) **claim** is less than 10% of the **limit of liability**; or

(c) declared **income** stated in the **certificate of insurance** has been calculated using a Business Interruption Calculator approved by **us**.
Part B: General Liability

Specific Provisions applicable to Part B: General Liability

Public Relations Expenses

We will pay, up to a limit of $100,000 in any one period of insurance and in the aggregate for all claims arising in respect of the same event or occurrence, for the reasonable fees, costs and expenses of public relations consultants appointed with our consent to provide public relations services in connection with any event or occurrence involving a claim or claims covered under General Public and Products Liability Section where such expenses are not otherwise insured under this Section subject to the Section limit of liability not being exceeded. If you are also insured under any of the Sections in Part C: Organisation Liability, this benefit is not cumulative.

Specific Definitions applicable to Part B: General Liability

In addition to the words or phrases shown as General Definitions, whenever the following words appear in bold italics in this Section, they have the meaning shown below. If there is a General Definition for the same word or phrase which is inconsistent, the following specific definition will prevail in this Part.

advertising injury means:

a) libel, slander, defamation; or
b) infringement of any patent, copyright, title, logo, design or trademark; or
c) unfair competition, misappropriation of advertising ideas, passing off of style of doing business; or
d) invasion of privacy; or
e) any breach of the misleading or deceptive conduct provisions of the Competition and Consumer Act 2010 (Cth) or Schedule 2 to the Competition and Consumer Act 2010 (the Australian Consumer Law) or any Fair Trading or similar legislation of any Country, State or Territory;

committed or alleged to have been committed during the period of insurance in any advertisement, publicity article, broadcast or telecast and arising out of your advertising or promotional activities or any activities conducted on your behalf in the course of advertising or promoting your products, goods or services.

claim means any writ, summons, application, or other originating legal or written demand or arbitral proceedings, cross claim or counter-claim alleging any liability from an occurrence issued against and served upon you or any insured person who is entitled to indemnity under this policy.

Client Protection Policy means your written policy outlining the procedures for the prevention, reporting and investigation of injury to your clients including sexual abuse in your operations.

dependent limits means anywhere in the world excluding the United States of America (the USA) or Canada provided that if you have no legal presence, whether by an attorney or registered company, parent company or subsidiary company in the USA or Canada, the geographic limits shall include these countries but only in respect of:

a) your products exported to the USA or Canada without your knowledge or the knowledge of your agents or employees; or
b) visits for the benefit of the conduct of your operations by your directors, officers, officials, employees or volunteers normally resident in Australia not involving manual labour during such visits.

general liability means your legal liability covered by this Section but not arising out of or in respect of your products.

limit of liability means the amount shown in the certificate of insurance which is the maximum amount we will pay for any one claim.

occurrence means an event or series of events, including continuous or repeated exposure to substantially the same general conditions, which results in personal injury or property damage or advertising injury neither expected nor intended from your standpoint. All personal injury or property damage attributable to one source or original cause shall be deemed to be the result of one occurrence. All advertising injury arising out of the same injurious material or act, regardless of the frequency or repetition thereof, the number and kind of media used or the number of claimants, shall be deemed to be the result of one occurrence.

reasonable suspicion means fair and practical reason to believe an incident involving sexual abuse has occurred.

tool of trade means in the case of a vehicle fitted with an item of mechanical, hydraulic and/or pneumatic plant, use of the plant for the purpose for which the item was designed, devised or constructed and not being use of the vehicle solely as a mode of conveyance.

you, your, yours means:

a) the persons, entities or organisations named as the insured in the certificate of insurance and in the General Definitions applicable to all Sections of the policy of you, your and yours; and
b) the officials, employees and volunteers of the party or parties designated above but only whilst acting within the scope of their duties in such capacity;
c) any official, member or volunteer of:
i) social and sporting clubs;
ii) canteen and welfare *organisations*;
iii) first aid, fire and security services;
iv) residents associations; or
v) committees,
which are incidental to your operations, formed with the consent of and operating under the control and supervision of the insured designated in a) above but only whilst such person is performing duties or activities in connection with such clubs, *organisations*, services, committees or associations;
d) any principal in respect of his/her/its liability arising out of the performance by the insured designated in a), b) or c) above of any contract or agreement for such principal, but only to the extent required by such contract or agreement;
e) any patient at the location(s) or within the geographic limits where activities are conducted on your behalf.

**General Public and Products Liability Section**

This Section only forms part of your policy when General Public and Products Liability Section is shown in your certificate of insurance

**What is covered**

We will cover you against your legal liability to pay compensation in respect of:

1. personal injury; and/or
2. property damage; and/or
3. advertising injury;

happening within the geographic limits and caused by an occurrence in connection with your operations or your products during the period of insurance.

The costs of any first aid rendered to persons who suffer personal injury at the time of an occurrence will also be covered.

**What is not covered**

In addition to the General Exclusions applicable to all Sections of this policy, we will not cover you under this Section for any liability to pay compensation directly or indirectly caused by or contributed to by or resulting from or arising out or in connection with:

1. **Aircraft**
   a) the ownership, possession, manufacture, maintenance, repair, operation or use by you of any aircraft;
   b) the operation of any aircraft landing pad or strip, airfield or airport;
   c) the use of your products with your knowledge:
      i) as aircraft component parts used for maintaining an aircraft in flight or moving upon the ground;
      ii) for incorporation into the hull, controls or machinery of any aircraft;
   d) the fuelling or refuelling of any aircraft by you or on your behalf.

2. **Advertising Injury**
   Advertising injury caused by or resulting from:
   a) any statements or publication, including those which are defamatory or malicious, made by you or at your direction with knowledge of the falsity thereof;
   b) any mistake in the advertised price of your products or services;
   c) any failure of your products or services to conform with advertised or represented performance, quality, fitness or durability;
   d) any incorrect description of your products or services;
   e) any deliberate breach of copyright, infringement of any trademark, service mark, or trade name on any of your products or services, including any passing off of your products or services as those of a third party;
   f) any conduct, activity or omission by any insured organisation or entity whose principal business is advertising, broadcasting, publishing or telecasting;
   g) any breach of contract, but this exclusion shall not apply to misappropriation of advertising ideas under an implied contractual term.
3. Asbestos

asbestos in whatever form or quantity but this exclusion shall not apply to any claim for personal injury or property damage arising from a negligent act committed by you that is totally unrelated to the inherently hazardous nature of asbestos.

4. Building Demolitions or Construction Work

demolition or construction work (including additions or alterations to or erection of buildings), except demolition, construction, alterations and additions not exceeding 12 metres in height and/or not exceeding $500,000 or any other such amount specified in the certificate of insurance for the total cost of the job or project.

5. Contractual Liability

a) any liability or obligation assumed by you under any contract, warranty or agreement unless such liability or obligation:
   i) would have attached to you in the absence of such contract, warranty or agreement;
   ii) arises under any written rental, lease or hiring agreements of real or personal property, other than with respect to any term or condition contained in such rental, lease or hiring agreement that requires you to insure such property;
   iii) arises under a warranty of fitness of your products implied by law;
   iv) arises under any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work done for such authorities or entities;
   v) arises under any contract, warranty or agreement to indemnify or not to seek contribution, recovery or indemnity from a Statutory Authority, Government Agency or Government Department, provided the agreement relates to the provision of goods, services, facilities and/or funding relating to your operations;

b) any liability or obligation assumed by you under any other contract, warranty or agreement not mentioned in 5.a) v above unless specified in the certificate of insurance as having been agreed by us.

6. Employer’s Liability and Employment Practices

a) any personal injury to any employee in respect of which you are or would be entitled to indemnity under any policy of insurance, fund, scheme or self-insurance pursuant to or required by any legislation relating to workers compensation or accident compensation whether or not such policy, fund, scheme or self-insurance has been effected, provided that this Section will respond to the extent that your liability would not be covered under any such policy, fund, scheme or self-insurance arrangement had you complied with its obligations pursuant to such law;

b) any liability imposed by the provisions of any industrial award or 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 or agreement or determination or contract of employment or workplace agreement;

c) any mental anguish suffered by any employee arising out of or in the course of his/her employment by you;

d) any personal injury arising out of the harassment, libel, slander, defamation or humiliation of, victimisation of, or discrimination against, any employee whilst in your employment; or

e) the hiring, promotion, alleged wrongful or unfair dismissal, misleading representation, or advertising, demotion of, or discrimination against an employee.

7. Exports to and Goods Manufactured in the United States of America and/or Canada

your products if they are:

a) manufactured, constructed, installed, erected, assembled, maintained, amended, enhanced, altered or otherwise processed, serviced, repaired or treated by you in the United States of America and/or Canada; or

b) sold, supplied or distributed in the United States of America and/or Canada;

provided that this Exclusion shall not apply to any claim(s) in connection with your products exported to the United States of America and/or Canada without your knowledge.

8. Faulty Workmanship

a) the performing, completing, correcting, modification, repairing, re-doing, replacing, reinstalation or improving of any work or service undertaken by you or on your behalf. This exclusion shall not apply to liability to pay compensation for damage to other property resulting from such work or service;

b) the adjustment, disposal, repair, reconditioning, removal or replacement of your products or in making any refund on the price paid for any of your products.

9. Fines and Penalties

any fines, penalties, punitive, exemplary, aggravated, liquidated or multiplication of compensatory damages, taxes, levies, impose or duties imposed by a court of law or under any statute, regulation or other legislation except to the extent that cover is provided under Automatic Extension Indemnifiable Fines and Penalties of this Section.
10. Fraud and Dishonesty
   a) any intentional or wilful act or omission, or any fraudulent or dishonest act by you, your officials, employees and volunteers except as where specifically provided for; or
   b) any official having improperly benefited from securities transactions as a result of information that was not available to other sellers and/or purchasers of such securities; or
   c) any official having gained any personal advantage to which he/she was not legally entitled;

   provided this exclusion shall only apply to the extent that the officials’ relevant conduct has been established by a judgment or other final adjudication, and the act was conducted with your knowledge, approval and consent.

11. Geographic Limits
   a) any claim made and/or legal action or proceeding instituted within the United States of America and/or Canada or any other territory coming within the jurisdiction of the courts of the United States of America and/or Canada;
   b) any claim made and/or legal action or proceeding to which the laws of the United States of America and/or Canada apply;
   c) any claim made and/or legal action or proceeding instigated within any country, state or territory outside Australia that requires insurance to be arranged or secured with an insurer or organisation licensed in that country, state or territory to grant such insurance;

   provided that clauses (a) and (b) shall not apply to any claim(s) in connection with your products exported to the United States of America and/or Canada without your knowledge.

   provided that these Exclusions shall not apply to such claim and/or legal action or proceeding arising from the temporary presence outside Australia of any person who is not performing any manual or supervisory work whatsoever whilst in the United States of America and/or Canada or any other territory coming within the jurisdiction of the courts of the United States of America and/or Canada.

12. High Risk Activities
   a) any of your operations or any other activities organised by you which involve any of the following: motor races, motor rallies, motor speed tests, canyoning, caving, rifle/firearms, shooting, aircraft, hang gliding, parachuting, para gliding, white water canoeing/kayaking/rafting (above class 2 rapids), scuba diving, dune buggies, vertical and horizontal bungee jumping, hot air ballooning, gladiator games, unsupported rock climbing, go karts, motocross, martial arts or boxing activities.

   Provided that this Exclusion (a) shall not apply to such of the above activities that we have agreed by endorsement to this Section to cover subject always to the terms and conditions of the endorsement and the terms, conditions and exclusions of this Section and to the limit of liability specified in the certificate of insurance.

   b) any of your operations or any other activities organised by you which involve the use of mechanical amusement devices or rides involving animals.

   Provided this Exclusion (b) shall not apply to your vicarious liability arising from the hire and use of such devices or animals from other parties provided that you have obtained certificates of insurance confirming such parties hold valid liability insurance policies covering them for a minimum of $10,000,000 any one occurrence.

   Provided this Exclusion (b) shall not apply to model railways used for amusement rides or coin operated amusement rides that are fitted to the ground surface, operate at low speed, are designed for young children and used under adult supervision.

13. High Hazard Products
   any of your products that are:
   a) pharmaceuticals;
   b) implantable medical devices;
   c) cosmetics;
   d) medicines which are required to be prescribed by a registered medical practitioner;
   e) chemicals or chemical products including herbicides, insecticides, defoliants or stock feed;
   f) tobacco;
   g) blood and/or blood components as defined within the Therapeutic Goods Act 1989 (Cth); or
   h) fireworks, ammunition, fuses, cartridges, gun powder, nitroglycerin or any explosives;

   Provided that this exclusion for high hazard products 13.a) – e) shall not apply to the retail sale or supply of such products in the ordinary course of your main operations which have been manufactured and/or imported by separately insured third parties that have a place of business in Australia.

14. High Hazard Operations
   any of your operations that involve:
   a) the manufacture, storage, filling, breaking down or transport of fireworks, ammunition, fuses, cartridges, gun powder, nitroglycerine or any explosives unless purely incidental to your main operations;
b) the manufacture, storage, filling, breaking down or transport of gases and/or air under pressure in containers, other than the storage and transport of:
   i) butane or other cooking gases when contained in low pressure containers; and
   ii) medical gases used in your allied health operations or by organisations that provide assisted living care subject to the storage and transport of medical gases being compliant with Australia safety standards; or

c) the manufacture, importing or exporting of vehicles.

15. Information Technology
   a) your use or design of computer systems or programs but this exclusion shall not apply to liability to pay compensation arising out of:
      i) your normal everyday use of the internet for email, intranet and associated activity;
      ii) any material on your website in support of your products or services;

   b) any damage to any computer, computer data, programs or storage media involving the use or provision by you or on your behalf of:
      i) any computer hardware or software;
      ii) any computer or telecommunications services; or

   c) any computer hardware or software of any third party, whether authorised or unauthorised, including any damage caused by any computer virus.

16. Liability outside scope of operations
   a) any liability assumed by you outside the normal course of the operations;

   b) any breach of duty by you, an official, employee or volunteer where the act, error or omission out of which such breach of duty arose occurred or was committed as an official, employee or volunteer of any other corporation or incorporated body.

17. Loss of Use
   loss of use of tangible property which has not been physically damaged or destroyed resulting from:
   a) a delay in or lack of performance by you or on your behalf of any contract or 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.

   provided that this Exclusion (b) shall not apply to the loss of use of other tangible property resulting from the sudden, unexpected and unintended physical damage to or destruction of your products after such products have been put to use by any person or organisation other than you.

18. Pollution
   a) the discharge, dispersal, release, seepage, migration or escape of pollutants into or upon land, the atmosphere, or any water course or body of water;

   b) the removal, nullification or cleaning up of pollutants;

   c) the prevention of the escape of pollutants;

   provided that these Exclusions shall not apply to liability to pay compensation which arises from a sudden, identifiable, unintended and unexpected event referred to above which takes place in its entirety at a specific time and place within one period of insurance outside the United States of America and/or Canada.

19. Product Defect
   property damage to your products if the damage arises from:
   a) any defect contained within your products;

   b) your products’ harmful nature or unsuitability for intended purpose; or

   c) your products’ inherent ineffectiveness;

   provided that this Exclusion shall not apply to any resultant damage to third party goods caused by your products that are found to be defective, harmful, unsuitable or ineffective.

20. Product Recall
   the withdrawal, recall, inspection, repair, replacement or loss of use of your products or any property of which they form a part, if such products or property are withdrawn from the market or from use by you because of any known or suspected defect, deficiency, inadequacy or dangerous conditions in them.
21. Professional Liability
   a) the rendering of or failure to render professional advice or service by any medical practitioner, midwife or registered health professional who is required to have Professional Indemnity Insurance in order to be registered as defined by the National Law for any error or omission connected therewith or any claim made against any such person;
      provided that this exclusion shall not apply to your vicarious liability arising from the appointment or engagement of such medical practitioner, midwife or registered health professional.
   b) the rendering of or failure to render professional advice or service by you or any error or omission connected therewith, except to the extent that cover is provided under Optional Extension Medical Malpractice of this Section, when this Optional Extension is shown on your certificate of insurance;

22. Property in Physical or Legal Control
   any property damage to:
   a) property owned by you;
   b) property undergoing any process or being worked on by you; or
   c) property in your physical or legal control;
      provided that this exclusion shall not apply to property damage to:
   a) leased or rented location(s) (including fixtures and fittings) not owned by you;
   b) location(s) at which you are undertaking work in connection with your operations and the content of such location(s) which are in your physical or legal control;
   c) vehicles (including spare parts and accessories thereon) not belonging to or used by you in connection with your operations whilst within a car park belonging to or under your control, provided the car park is not used for any commercially operated carpark where a fee is charged or motor trade purposes;
   d) property belonging to any persons authorised to be on your location(s) for the limit of liability as specified in your certificate of insurance;
   e) any other property not mentioned in clauses (a) to (d) above which is in your physical or legal control and in which case our limit of liability for any one claim arising from any one occurrence and in the aggregate for all such claims in any one period of insurance will be limited to $250,000 or any other such amount specified in your certificate of insurance.

23. Sexual Abuse
   any actual or alleged sexual abuse, except where cover is provided under Optional Extension Sexual Abuse of this Section and you have paid the required additional premium.

24. Vehicles
   the ownership, possession, maintenance, operation or use by you of any vehicle:
   a) which is registered or required to be registered by virtue of any legislation (whether or not such registration has been effected or renewed); or
   b) in respect of which compulsory statutory liability or motor accident compensation indemnity insurance is required by virtue of any legislation (whether or not such insurance has been effected or renewed or its terms and conditions complied with);
      provided always that these exclusions shall not apply to claims:
   a) for personal injury where such compulsory statutory liability or motor accident compensation indemnity insurance scheme:
      i) does not indemnify you for such liability;
      ii) does not provide indemnity for such liability for reasons that do not involve a breach by you of the relevant legislation or your failure to lodge a claim against the particular scheme;
   b) caused by or arising from the operation or use of any vehicle which is designed primarily for lifting, lowering, loading or unloading, while being operated or used by you or on your behalf within the confines of your location;
   c) arising out of the loading or unloading of goods to or from a vehicle;
   d) arising from the use of a vehicle as a tool of trade;
   e) for property damage arising out of the movement by you of any vehicle not belonging to you which is interfering with access to or from your location or any site where you are carrying out work; or
   f) liability which attaches to you by reason of the operation or use of a vehicle belonging to you by any person without your consent and for which you have no indemnity under any other policy of insurance.
25. **Watercraft**

The ownership, possession, manufacture, maintenance, repair, operation or use by you of any **watercraft** exceeding 15 metres in length, other than your liability arising out of the use of:

a) **watercraft** operated and owned by others and used by you for business entertainment;

b) floating jetties and/or floating pontoons and/or buoys.

**How much we will pay**

Except where we agree otherwise in writing, the cover we provide under this Section shall not exceed the applicable **limit of liability** shown below or in the certificate of insurance for any one occurrence.

For legal liability arising out of **your products**, Automatic Extensions and Optional Extensions, the maximum we will pay in respect of any one claim or series of claims arising out of any one occurrence and in the aggregate for all such claims during any one period of insurance is the **limit of liability** specified below or in the certificate of insurance.

We will make the following payments (the Additional Payments) in addition to the **limit of liability** or any sub-limit of liability applicable under this Section:

1. All reasonable **defence costs** incurred with our prior consent even if any of the allegations of such claim or suit is groundless, false or fraudulent. Such costs may include but are not limited to:

   a) the legal costs incurred by you with our consent for representation at any Coronial Enquiry, any proceedings in any court or tribunal, any Royal Commission or Government Enquiry arising out of any alleged breach of statutory duty, or other similar judicial enquiry into circumstances relating to any occurrence, claim or potential claim which would be the subject of indemnity under this Section;

   b) loss of salaries or wages nett of taxable income because of your attendance at hearing or trials at our request, subject to such loss not being recoverable from any other source.

2. All expenses incurred by you for emergency first aid rendered to third parties at the time of an occurrence covered by this Section.

3. The expenses incurred by you associated with purchasing and/or hiring and/or erection and dismantling of hoarding, barriers, fences and any other form of temporary protection, including such protection which you must provide in compliance with the requirements of any Government, Local Government or other Statutory Authority to avoid further injury or damage as a result of an occurrence covered by this Section.

Provided always that:

1. where the amount required to settle a claim exceeds the **limit of liability** or applicable sub-limit of liability, our liability to make the Additional Payments will be limited to that proportion of the Additional Payments as the **limit of liability** or sub-limit of liability bears to the amount required to settle the claim; and

2. the Additional Payments made in connection with claims and/or actions instituted against you in the United States of America and/or Canada or to which the laws of the United States of America and/or Canada apply will form part of the **limit of liability** or applicable sub-limit of liability and will not be additional to the **limit of liability** or applicable sub-limit of liability.

**Automatic Extensions**

Under this Section:

<table>
<thead>
<tr>
<th>We will also cover:</th>
<th>We will not:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Indemnifiable Fines and Penalties</strong></td>
<td>a) provide indemnity for any penalty arising out of your failure to comply with any lawful consent, demand, determination, notice, order, or the like issued under the Education and Care Services National Regulations (2011);</td>
</tr>
<tr>
<td>Notwithstanding What is not covered Fines and penalties and on the basis that you do not have a Directors or Officers, Management Liability or similar contract of insurance, we will indemnify you against any penalty insurable at law and payable by you upon conviction for an offence under the Education and Care Services National Regulations (2011) arising from criminal proceedings:</td>
<td>b) pay more than $100,000 (including defence costs) any one period of insurance.</td>
</tr>
<tr>
<td>a) first brought against you during the period of insurance; and</td>
<td></td>
</tr>
<tr>
<td>b) notified to us during the period of insurance; and</td>
<td></td>
</tr>
<tr>
<td>c) which arises from a wrongful act committed or alleged to have been committed by you.</td>
<td></td>
</tr>
<tr>
<td><strong>Compensation</strong> under this Extension shall mean any monies payable or agreed by us to be paid (including damages) by judgment, award or settlement including all charges, expenses and legal costs recoverable from you. It does not include the costs of complying with any non-monetary relief.</td>
<td></td>
</tr>
</tbody>
</table>
## Optional Extensions

Applicable to General Public and Products Liability only if shown on your certificate of insurance.

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Sexual Abuse</strong></td>
<td>any liability to pay compensation where;</td>
</tr>
<tr>
<td>Your legal liability to pay compensation in respect of personal injury for sexual abuse first committed or alleged to have been committed during the period of insurance where the perpetrator of the sexual abuse was</td>
<td>a) the sexual abuse is committed with your consent or knowledge.</td>
</tr>
<tr>
<td>a) a representative, member, employee, volunteer or service provider of yours; and</td>
<td>b) the sexual abuse is committed by you against any official or employee.</td>
</tr>
<tr>
<td>b) you had in place the necessary client protection policy required by us and/or by legislation to limit or prevent such abuse.</td>
<td>c) any of your officials knew or ought reasonably to have known that the actual or alleged perpetrator of the sexual abuse had previously:</td>
</tr>
<tr>
<td>Provided always that:</td>
<td>i) committed sexual abuse; and/or</td>
</tr>
<tr>
<td>a) this Extension does not provide cover to the actual or alleged perpetrator of any sexual abuse.</td>
<td>ii) been convicted of committing sexual abuse; and/or</td>
</tr>
<tr>
<td>b) if one person suffers sexual abuse on more than one occasion, then all acts of sexual abuse of this person are to be treated as one occurrence notwithstanding that they occurred within different periods of insurance.</td>
<td>iii) whilst being a representative, member, employee, volunteer or service provider of yours, been the subject of a prior complaint or reasonable suspicion in respect of a sexual abuse which had not been dealt with by you in accordance with your client protection policy.</td>
</tr>
<tr>
<td>c) the date of the first incidence of sexual abuse against a person is deemed as the date of the occurrence for the purposes of this policy.</td>
<td>d) you have engaged or appointed the actual or alleged perpetrator of the sexual abuse as a new contractor to perform duties on your behalf, employee or volunteer, without making the investigations required under any legislation and pursuant to your client protection policy.</td>
</tr>
<tr>
<td>e) the amount of the compensation exceeds the limit of liability specified in your certificate of insurance for sexual abuse.</td>
<td>e) the amount of the compensation exceeds the limit of liability specified in your certificate of insurance for sexual abuse.</td>
</tr>
</tbody>
</table>

| **2. Replacement Wages of Stood Down Staff** | a) any costs beyond those incurred within a three month period from the date of the commencement of the investigation; |
| Reimbursement of additional salary/wages associated with engaging an additional staff member to replace an existing staff member who has been stood down whilst being investigated for allegations of sexual abuse. | b) more than $20,000 for any one claim and in the aggregate for all claims in any one period of insurance. |
| Provided that: | |
| a) you have selected Optional Extension Sexual Abuse of this Section and that the alleged sexual abuse is not excluded as detailed under What is not covered in Optional Extension Sexual Abuse. | |
| b) cover only applies to the additional wages/salary costs incurred by you whilst the investigation is taking place and whilst both employees remain on your payroll. | |

| **3. Medical Malpractice** | a) more than the limit of liability as stated in your certificate of insurance, for Medical Malpractice. |
| Your legal liability to pay compensation in respect of personal injury caused by any act, error or omission or conduct by any nurse or other health care provider who is not required to be registered by National Law or any volunteer involving the rendering of medical services during the period of insurance. | |
4. Retroactive Liability (Prior Claims Made)

Where you have

a) had previous continuous claims made public and/or products liability insurance cover and provided us with documentary evidence of your current retroactive date under such cover; and

b) provided us with a confirmation of no known or reported claims prior to the inception of this policy;

then notwithstanding the requirement under this policy for the occurrence to happen during the period of insurance, we will indemnify you in accordance with the provisions which follow and the other applicable terms, definitions, exceptions, conditions and provisions set out in this Section, for your legal liability to pay compensation as a result of any claim(s) first made against you during the period of insurance and notified to us in writing during that period of insurance in respect of:

a) personal injury; and/or

b) property damage; and/or

c) advertising injury;

happening within the geographic limits and caused as a result of an occurrence in connection with your occupation or your products during the retroactive liability period immediately preceding the inception of this policy.

For the purpose of this Extension, the following Definitions apply:

a) known circumstance means any fact, situation, event or circumstance which you were aware of prior to the inception of this policy and which a reasonable person would have considered at any time might result in a claim covered under a liability insurance policy.

b) retroactive liability period means the period of time from the date you started your business or the date you first purchased claims made public and products liability insurance coverage, whichever is the later, to the inception date of this policy during which you held continuous Claims Made Public and Products Liability insurance coverage.

NOTE:

a) If this Extension is applied to sexual abuse cover as shown in the certificate of insurance, this Extension does not provide cover to the actual or alleged perpetrator of any sexual abuse.

b) If one person suffers sexual abuse on more than one occasion, then all acts of sexual abuse of this person are to be treated as one occurrence notwithstanding that they occurred within different periods of insurance.

a) any event or circumstance if you had no insurance policy in force at the time of the occurrence;

b) a claim or claims arising from any known circumstance;

c) any event or circumstance if written notice of such has been given and accepted under any public and/or products policy the term of which had expired prior to the inception of this policy;

d) any event or circumstance where you would be entitled to indemnity under this policy solely by reason of the operation of this retroactive liability (prior claims made) Extension and you would also have been entitled to indemnity under the prior claims made insurance or other liability insurance policy at the time of the occurrence, but are prevented from doing so by reason of, but not limited to:

i) the inability to recover losses by virtue of exclusions or any other condition under the prior Public and/or Products or other liability policy;

ii) the inability to recover the full amount of loss by virtue of inadequate limits under the prior Public and/or Products or other liability policy; or

iii) the failure of your past insurers;

e) our liability under this Retroactive Liability (Prior Claims Made) Extension shall not exceed the cover, limit of liability and aggregate limit of liability provided by your previous insurer and insurance policy at the time your previous insurance policy was replaced by this policy and is stated in your certificate of insurance under this Retroactive Liability (Prior Claims Made) Extension;

f) our limit of liability in respect of any sexual abuse claim shall not exceed limit of liability as stated in your certificate of insurance, for sexual abuse under this Retroactive Liability (Prior Claims Made) Extension plus costs with an aggregate of $2,000,000 any one period of insurance;

g) if this Extension is applied to sexual abuse cover, as stated in the certificate of insurance, all conditions which apply to Optional Extension Sexual Abuse also apply to this Optional Extension.
5. Trauma Counselling Costs Extension

Reimbursement of your costs to provide trauma counselling services to insured persons, employees or members of the public who have witnessed the accidental, unexpected and unforeseen traumatic death or significant physical impairment of a person on your premises or in your care.

Provided that:

a) the trauma counselling services are deemed necessary in the reasonable opinion of your managing director or chief executive officer to prevent damage to your reputation and/or to assist with prevention of long term psychological disorders;

b) the trauma counselling services are being provided by a professional Trauma Counselling Service provider, independent to the insured; and

c) the trauma counselling service provider is engaged within a 30 day period immediately following the day on which the event occurred.

Specific Provisions applying to Optional Extension 4 – Retroactive Liability (Prior Claims Made)

Claims made insurance

Optional Extension Retroactive Liability operates on a ‘claims made and notified’ basis which means that where this Optional Extension is selected and is shown on your certificate of insurance, you are covered for:

a) claims first made against you during the period of insurance and notified to us during such period providing you were not aware at any time prior to the commencement of such period of any circumstances which could lead to a claim being made against you; and

b) facts you first became aware of during the period of insurance which may lead to a future claim providing you notify us during such period of such facts pursuant to s.40(3) of the Insurance Contracts Act 1984 (Cth) which provides:

"Where the insured gave notice in writing to the Insurer of facts that might give rise to a claim against the insured as soon as reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the Insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by the contract".

Extended claim and reporting period

If we refuse at expiry of this insurance to offer any renewal terms and conditions, you and any insured person, shall jointly (but not separately) have the right to request prior to the expiry of the period of insurance and upon payment of the required additional premium an endorsement to the policy providing for:

a) an extension of the extended notification period to a period of twelve (12) months immediately following the expiry of the period of insurance; and

b) any claim made and reported to us during this endorsed extended reporting period being deemed to have been made and reported to us immediately prior to the expiry of the period of insurance provided that the claim arises in respect of:

i) personal injury; and/or

ii) property damage; and/or

iii) advertising injury;

happening within the geographic limits and caused as a result of an occurrence in connection with your occupation or your products during the retroactive liability period immediately preceding the inception of this policy.

Run-off after merger or consolidation

If, during the period of insurance, any of the following events occur:

a) you are subject to a merger, are consolidated with or become the subsidiary of another incorporated organisation; or

b) you sell all or substantially all your assets to another incorporated organisation;

then you shall have the option to:

a) an extension of the extended notification period to a period of twelve (12) months immediately following the expiry of the period of insurance; and

b) more than $10,000 for any one claim and in the aggregate for all claims in any one period of insurance.
b) any such claim made and reported to us during this extended notification period shall be deemed to have been made and reported to us immediately prior to the expiry of the period of insurance provided always that the claim arises in respect of:
   i) personal injury; and/or
   ii) property damage; and/or
   iii) advertising injury;

happening within the geographic limits and caused as a result of an occurrence in connection with your occupation or your products during the retroactive liability period immediately preceding the inception of this policy.

Provided always that:

a) the right to this Automatic Extension is exercised in writing prior to the expiry of the period of insurance;

b) there has been and is no known circumstance or claim against any insured or insured person to which the Section may respond; and

c) you agree to pay each year the premium we require.
Part C: Organisation Liability

This Section only forms part of your policy when Part C: Organisation Liability is shown in your certificate of insurance.

Specific Provisions applicable to Part C: Organisation Liability

Claims made insurance

Part C: Organisation Liability operates on a ‘claims made and notified’ basis which means that subject to the terms and conditions of the Sections you have selected and are shown on your certificate of insurance, you are covered for:

a) claims first made against you during the period of insurance and notified to us during such period providing you were not aware at any time prior to the commencement of such period of any circumstances which could lead to a claim being made against you; and

b) facts you first became aware of during the period of insurance which may lead to a future claim providing you notify us during such period of such facts pursuant to s.40(3) of the Insurance Contracts Act 1984 (Cth) which provides:

“Where the insured gave notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by the contract”.

Public Relations Expenses

We will pay, up to a limit of $100,000 in any one period of insurance and in the aggregate for all claims arising in respect of the same event or occurrence, for the reasonable fees, costs and expenses of public relations consultants appointed with our consent to provide public relations services in connection with any event or occurrence involving a claim or claims covered under Professional Indemnity Section or Management Liability Section of this Part C where such expenses are not otherwise insured under those Sections subject to the Section limit of liability not being exceeded. This benefit is not cumulative across the applicable Sections of Part C: Organisation Liability and General Public and Products Liability Section of Part B: General Liability.

Specific Definitions applicable to Part C: Organisation Liability

In addition to the words or phrases shown as General Definitions, whenever the following words appear in bold italics in this Part, they have the meaning shown below. If there is a General Definition for the same word or phrase which is inconsistent, the following specific definition will prevail in this Part.

extended notification period means the ninety (90) days immediately following the expiry of the period of insurance or such longer period as may apply pursuant to any applicable Extension.

regulatory authority means instrumentalities, entities or persons appointed to act pursuant to any Act of the Commonwealth of Australia or the States or Territories of Australia for the purposes of enforcement of such Act or any other Act.

Specific Conditions applicable to Part C: Organisation Liability

Confidentiality

Neither you nor an insured person shall disclose the nature of the liabilities covered by the Section(s) or the premium specified in the Section(s), unless required by law.

Investigatory costs and payments

Any costs incurred by us investigating any fact, situation or circumstance which may give rise to a claim shall be deemed for all purposes of that Section to be defence costs incurred under that Section.

Any amount paid by us in settlement of a dispute which may otherwise become a claim, shall be deemed for all purposes of that Section to be a loss incurred under that Section.

Senior counsel

Neither we nor you shall be required to contest or settle a claim unless a senior counsel shall advise such a claim should be contested or settled. In formulating his or her advice, the senior counsel must have regard to your prospects of successfully defending the claim, the likely damages awarded and costs recovered by the claimant, and the likely defence costs associated with the claim.

We may nominate a senior counsel to provide the advice and you must notify us if you agree to the appointment of the individual nominated. If you do not agree to the appointment within a reasonably practicable time, senior counsel will be appointed by the president of the relevant bar association in the state or territory in which the claim has been made.

The costs of senior counsel are included in the defence costs in respect of the claim.

Election to contest claim

If you refuse to consent to any settlement recommended by us and elect to contest or continue any legal proceedings in connection therewith, our liability for the claim shall not exceed the amount for which the claim could have been so settled, less the applicable excess, plus defence costs incurred up to the date of such refusal.
Additional Exclusions applicable to Part C: Organisation Liability

In addition to the General Exclusions applicable to all Sections and the Specific Exclusions stated in Professional Indemnity Section and Management Liability Section, in this Part we also do not cover claims arising from, attributable to or in connection with:

1. Asbestos
   any liability for losses directly or indirectly arising out of or in connection with asbestos in whatever form or quantity but this exclusion shall not apply to any claim for personal injury which is totally unrelated to the inherently hazardous nature of asbestos.

2. Financial institutions
   your operation of or involvement in the conduct of any merchant or investment bank, building society, credit union, finance company, insurance or reinsurance company, mortgage bank, savings or loan association, stock broker, fund manager, asset management company, superannuation fund or banking business as defined in the Banking Act 1959 (Cth.).

3. Fines penalties and exemplary damages
   a) any fine and/or penalty imposed by law;
   b) punitive, exemplary or aggravated or multiple damages;
   c) income tax and other fiscal taxes and duties or any surcharges/penalties applicable;

   provided that this exclusion will not apply to cover provided under Automatic Extension Statutory Liability of Professional Indemnity Section or Insuring Clause 6 – Statutory Liability of Management Liability Section other than if the penalty is attributable to any circumstances of which you or the insured person were aware that may give rise to the imposition of a penalty and steps could have been taken after such awareness to avoid any liability to have a penalty imposed.

4. Pollution
   the discharge, dispersal, release or escape of pollutants into or upon land, the atmosphere, or any watercourse or body of water; or
   a) the cost of removing, nullifying or cleaning up pollutants; or
   b) the cost of preventing the escape of pollutants;

   provided this exclusion shall not apply to Automatic Extension Statutory Liability of Professional Indemnity Section or Automatic Extension Pollution Defence Costs of Management Liability Section.

5. Retroactive date
   any act, error or omission occurring or committed prior to the retroactive date.

6. Waiver of rights
   any liability for which you have at any time by deed or agreement forgone, excluded or limited a right of recovery.

Professional Indemnity Section

This Section only forms part of your policy when Professional Indemnity Section is shown in your certificate of insurance.

Specific Definitions applicable to Professional Indemnity Section

In addition to the words or phrases shown as General Definitions and Specific Definitions Applicable to Part C, whenever the following words appear in bold italics in this Section, they have the meaning shown below. If there is a General Definition for the same word or phrase which is inconsistent, the following specific definition will prevail in this Section:

civil liability means any actual or alleged breach of a duty, misstatement or negligent act owed in a professional capacity under any form of civil law by you or any insured person arising out of any act, error or omission occurring or committed in the conduct of your operations. It also extends to breach of contract and breach of fiduciary duty in your or any insured person’s professional capacity in the conduct of your operations.

claim means a demand or assertion of a right to compensation made by a third party which is contained in any oral or written demand and/or legal proceeding or process claiming compensation against and served on you.

documents means deeds, wills, agreements, maps, plans, records, written or printed books, letters, certificates, written or printed documents or forms of any nature, (excluding any bearer bonds, coupons, bank or currency notes or other negotiable instruments) not being your property but in your physical custody or control and for which you are legally responsible.

employee means a natural person employed under a contract of service or apprenticeship by you and includes any trainee, volunteer, casual, part-time, seasonal, temporary and work experience personnel. This definition does not include:

a) any current or former principal, partner or director of the insured;

b) consultants, subcontractors or agents.

good Samaritan act means treatment administered at the scene of a medical emergency, accident or disaster, by your employee, who is present either by chance or in response to an S.O.S. call following a disaster.
insured person means:

a) any predecessor in your operations;

b) any person who is, at inception of the period of insurance, a principal, partner or director of your operations but only in respect of work performed while a principal, partner or director of you;

c) any person who becomes, during the period of insurance, an employee of the insured but only in respect of work performed while an employee of your operations;

d) any former principal, partner, director or employee of your operations, but only in respect of work performed while such person was a principal, partner, director or employee of your operations; and/or

e) any consultant, sub-contractor or agent but only to the extent that they are indemnified under Automatic Extension Consultants, Subcontractors and Agents.

limit of liability means the maximum amount payable by us in respect of each and every claim or investigation, the subject of cover under the Section specified in the certificate of insurance.

locum tenens means a person who is not a medical practitioner and who is acting on your behalf under a contract for services on a temporary basis to stand in for you during your absence from the provision of your professional allied health services as specified in your certificate of insurance.

Medicare benefits fraud means a fraudulent or dishonest refund demand made against Medicare, the Pharmaceutical Benefits Scheme, or any other government programmes administered by Medicare Australia.

private practice means the provision of allied health services to private patients. For the purposes of this definition private practice does not include attending to private patients as an employee of a private hospital, medical centre, clinic or similar entity or attending to any public patient, as an employee, at a public healthcare institution.

public patient means a person who has an agreement with a hospital or health service to provide them with a health service including medical care, including medical, nursing and diagnostic services.

student practitioner means a natural person acting in your behalf who is enrolled in a course or program of study at a tertiary institution and where successful completion of such course or program of study is required in order to be registered as a practitioner entitled to practise or provide your allied health services as specified in your certificate of insurance.

telehealthcare services means the remote delivery of allied health services via telecommunications technologies

What is covered

1. Civil Liability

   We agree to indemnify you for loss in connection with your civil liability to pay compensation (including claimant’s legal costs and expenses), arising from any claim both first made against you and notified to us during the period of insurance in the conduct of the professional private practice allied health services as specified in your certificate of insurance.

2. Supplementary Payments: Defence costs

   We agree to pay defence costs in connection with the investigation, defence and/or settlement of any claim indemnified under Civil Liability and otherwise covered by this Section.

   For the sake of clarity, the scope of cover under this Section includes:

   1. Competition and Consumer Act 2010 (Cth)

      Claims for civil liability for compensation resulting from any breach of the provisions of the Competition and Consumer Act 2010 (Cth) (formerly the Trade Practices Act 1974 (Cth), the Fair Trading Act 1987 (NSW) or similar legislation in other states, but not being claims arising:

         a) under the penal or criminal provisions of any of those statutes; or

         b) from your conduct or any of your employees which is fraudulent or intended to mislead or deceive.

   2. Libel, slander, defamation

      Any unintentional libel, unintentional slander or unintentional defamation committed by you or by any of your employees in the conduct of the professional activities of your operations.

   3. Intellectual property

      Any actual or alleged unintentional infringement of trademark, registered design, copyright or patent right or plagiarism or unintended breach of privacy or duty of confidentiality in the conduct of the professional activities of your operations.

   4. Duties owed

      Breach of fiduciary duty owed by you to a third party in the conduct of the professional activities of your operations.

   5. Contractual liability

      Contractual liability in the conduct of the professional activities of your operations, provided always that:
a) we will not be liable to provide indemnity for any liability assumed by you under any contract unless such liability would have attached to you in the absence of such agreement; and
b) where a claim is an alleged breach of contract we will not reduce our liability by the mere fact that contributory negligence is not available as a defence.

What is not covered
In addition to the General Exclusions applicable to all Sections of this policy, and Additional Exclusions applicable to Part C: Organisation Liability, we will not cover you under this Section for claims arising from, attributable to or in connection with:

1. Clinical trials and research
   a) the conduct of or participation any clinical trials or clinical research.

2. Communicable disease
   a) any communicable disease that you had at the inception of the policy, which you knew or ought reasonably to have known or suspected that you had; or
   b) any communicable disease where you are diagnosed with the disease within 6 months of the date that this policy incepted.

3. Criminal acts, sterility, drugs and anaesthesia
   a) any criminal act or any act committed while in violation of any law or ordinance; or
   b) the performance or recommendation of any operation to produce sterility, unless pathologically indicated; or
   c) the use of drugs for weight reduction; or
   d) the performance by dentists and dental surgeons of:
      i) general anaesthesia; or
      ii) any procedure carried out under general anaesthetic.

4. Director’s and officer’s liability
   any breach of duty by you or an insured person where the act, error or omission out of which such breach of duty arose, occurred or was committed in your or the insured person capacity as an official of your organisation or any legal entity, corporation or other incorporated body.

5. Discrimination
   actual or alleged unlawful discrimination (or other unlawful act, error or omission) by you or your employees against any employee or employment applicant.

6. Employer’s liability
   a) the death, bodily injury, disease or illness of any insured person arising out of or in the course of or in respect of their employment; or
   b) a breach of any obligation owed by an insured person to an insured person.

7. Equipment supply and installation
   death, bodily injury, disease, illness or damage to property:
   a) caused by a defect in any goods or products which have been manufactured, sold, constructed, installed, distributed, treated, serviced, altered, repaired or supplied by you; or
   b) arising from the actual installation, erection or dismantling of any form of equipment or appliance by you.
   Other than advice associated with the sale or supply of goods or products directly in connection with the provision of the professional allied health services.

8. Financial, legal and tax advice
   the provision of any form of financial, legal or tax advice or information or opinion or failure to provide such advice or information.

9. Fraud and dishonesty
   any dishonest, fraudulent, criminal or malicious breach of duty by you or your employees, or any person condoning such act, including a reckless disregard for the consequences, or any deliberate breach of any statute or regulation by you or an insured person with your knowledge, approval or consent.

10. Goods sold, stored, supplied or distributed
    the sale, storage, supply or distribution of any good or product which arises directly from the conduct of your operations.
    Other than advice associated with the sale or supply of goods or products directly in connection with the provision of the professional allied health services.
11. Inappropriate practices
allegations of your engagement in inappropriate practice within the meaning of the Health Insurance Act 1973 (Cth).

12. Industrial awards
liability to or caused by your employees imposed by the provision of any industrial award, agreement or determination.

13. Insolvency
the insolvency, liquidation, administration or receivership of an insured.

14. Intoxicants and drugs
services rendered by any person while that person is under the influence of intoxicants or drugs or from any failure to render services competently or at all because of such influence, if such services were performed with your knowledge or connivance.

For the purpose of this exclusion the term drug does not include pharmaceutical drugs prescribed by a registered medical practitioner to such person.

However this exclusion will not apply to the rendering of or failure to render first aid and assistance in an emergency situation or accident.

15. Investment performance/advice
a) any investment advice or information or opinion regarding investment or failure to provide investment advice or information; or
b) depreciation (or failure to appreciate) in value of any investments, including but not limited to securities, commodities, currencies, options and futures transactions.

16. Jurisdictional and territorial limit
a) any action for compensation brought or first brought against you or your employees in the United States of America or Canada, or their territories or protectorates; or
b) the enforcement of any judgement, order or award obtained within or determined pursuant to the laws of the United States of America or Canada, or their territories or protectorates.

17. Known Circumstances or Prior claims
any claim:
a) first made against you or your employees prior to the inception of the period of insurance; or
b) arising out of facts or circumstances which were known to you or your employees prior to the period of insurance and which a reasonable person in your position would have known might give rise to a claim; or

c) notified under any insurance which was in force prior to the inception of the period of insurance.

18. Licensing inquiries
any prosecution, inquiry, hearing, commission or other investigation in relation to you failing to be properly licenced, registered or accredited to provide professional activities of your operations as required by any Acts, rules, regulations or industry codes of practice.

19. Manufacturing / construction / property development
a) defects or alleged defects in any product manufactured, supplied, installed, assembled, erected or maintained by you or on your behalf; or
b) any construction, assembly, installation, erection or maintenance; or

c) supervision of construction, assembly, installation, erection or maintenance; or
d) your operations as a property developer, construction manager or project manager.

20. Medical practitioners and health professionals
any claim made against any person who is:
a) a medical practitioner, as defined under the National Law; or
b) a self-employed registered health professional as defined under the National Law;

where the claim is in connection with such person acting in their capacity as medical practitioner or prescribed registered health professional.

However this exclusion will not exclude the vicarious liability which may attach to:
a) you; or
b) any insured person whilst acting in a capacity other than as a medical practitioner.

21. Professional registration breach
any professional allied health services provided by you at a time:
a) when you were not registered to provide the professional allied health services and such registration is required under any legislation in Australia; or

b) when you were not permitted to provide such allied health services under the terms, conditions undertakings or limitations of your professional registration.

22. Profit
any forgone or un-realised profit. For the avoidance of doubt, there is no cover under this policy for any component of profit which would have been derived or derivable by you from the sale or supply of any goods, services or rights by or on your behalf.

23. Public patients
the provision of allied health services for public patients.

24. Related controlling interests and subsidiaries
work undertaken for on behalf of:

a) any company or firm in which you or your employees exercise or have exercised a controlling interest; or

b) your parent company (if any), any subsidiary company, or any other company in which you or your parent company has or has held at least a 20% financial interest;

unless such claim emanates from an independent third party.

25. Sexual abuse
any actual or alleged molestation or sexual abuse.

26. Trading debts, guarantees and professional fees
a) any trading debt incurred, or any guarantee in respect of such debt given, by you or any insured person; or

b) refund of professional fees or charges rendered by you; or

c) costs and expenses incurred by or on your behalf in complying with any contractual obligations or making good any faulty product; or

d) provision of cost guarantees, estimates of probable costs, estimates of probable financial savings or contract price or cost estimates being exceeded.

27. Transmission of contagious disease
arising from the transmission of a contagious disease or virus by you if you knew or should reasonably have known or suspected that you were carrying the disease or virus.

28. Voluntary euthanasia
any procedure or advice rendered concerning voluntary euthanasia.

How much we will pay

1. The total amount payable by us under the Section shall not exceed the limit of liability for each and every claim and the aggregate limit of liability for all claims in the aggregate as set out in the certificate of insurance.

2. Unless otherwise specified in the certificate of insurance or by endorsement to this Section, the limit of liability specified in the certificate of insurance is exclusive of defence costs and we agree to pay defence costs in addition to the limit of liability. Provided always that if a payment is made to dispose of a claim which is in excess of the limit of liability available under this Section, our liability for such defence costs shall be such proportion thereof as the limit of liability available under this Section bears to the amount paid to dispose of the claim.

3. For the avoidance of doubt, where the amount required to satisfy a loss exceeds the limit of liability shown in the certificate of insurance only the unexpired portion of the aggregate limit of liability shall remain available for cover subject to the terms and conditions of the Section.

Automatic Extensions

The Automatic Extensions below are subject to all of the terms and conditions of this Section including the limit of liability, the aggregate limit of liability and coverage as stated under What is covered.

1. Advancement of defence costs
If we elect not to take over and conduct the investigation, defence or settlement of any claim, we will pay all reasonable defence costs associated with that claim as and when they are incurred provided that:

a) we have not denied indemnity for the claim; and

b) our written consent is obtained prior to you or the insured person incurring such defence costs (such consent not to be unreasonably withheld).
We reserve the right to recover any defence costs paid under this Automatic Extension from you and/or an insured person severally according to the respective liabilities for such defence costs, in the event and to the extent that facts are subsequently established by judgment or other final adjudication which confirm that there was otherwise no entitlement to cover under the Section for such defence costs.

2. Advice on goods sold

We agree to indemnify you in respect of any claim in respect of your liability for claims made against you in relation to negligent advice provided by you associated with the sale or supply of any goods or products, directly in connection with the provision of allied health services.

3. Claims preparation costs

We agree to pay on your behalf reasonable and necessary out of pocket costs incurred by you at our request in the preparation of the submission of a claim for cover under the Section and the submitted claim is covered under the Section.

Provided always that:

a) the total we will pay under the Section under this Automatic Extension is sub-limited to $25,000 in the aggregate. This sub-limit forms part of and is not in addition to the limit of liability and the aggregate limit of liability;

b) notwithstanding the excess shown in the certificate of insurance, payment under this clause will be subject to an excess of $1,000 each and every claim; and

c) payments provided under this clause, shall not include any payments made under What is covered – Supplementary Payments: Defence Costs of the Section.

4. Consultants, subcontractors and agents

We agree to indemnify you in respect of any claim otherwise covered under the Section as a result of the conduct of any of your consultants, sub-contractors or agents for which you are legally liable in the conduct of the professional activities of your operations. Furthermore we agree to indemnify any such consultant, sub-contractor or agent themselves, provided always that:

a) in the course of the conduct, by the consultant, sub-contractor or agent, of the professional activities and duties of your operations for and on behalf of you; and

b) at the time when the consultant, sub-contractor or agent was under your direct control and supervision.

5. Continuous cover

Notwithstanding Exclusion Prior Claims of the Section, we agree to indemnify you for any claim that arises out of facts which first became known to you prior to the period of insurance:

provided always that:

a) we were your professional indemnity insurer when you first knew of the relevant facts or circumstances; and

b) we have continued without interruption to be your professional indemnity insurer up until this current period of insurance and the date of notification of the claim to us; and

c) had we been notified by you of the known circumstances when you first knew of them, you would have been covered under the policy issued by us in force at that time; and

d) the claim or known circumstance has not previously been notified to us or any other insurer; and

e) the non-disclosure or misrepresentation to us of such facts or circumstances was not fraudulent.

We are only liable to indemnify you under this Automatic Extension to the extent we would have been required to indemnify you under the terms and conditions of the policy issued by us (including its limit of liability) existing at the time you first knew of those facts or circumstances.

6. Court attendance costs

We agree to provide up to $500 per day for court attendance costs incurred by you or any of your employees. If you or any of your employees is legally compelled to attend a civil proceeding as a witness in a claim which is covered under the Section.

Provided always that the total we will pay under the Section under this Automatic Extension is sub-limited to $100,000 in the aggregate. This sub-limit forms part of and is not in addition to the limit of liability and the aggregate limit of liability

7. Dishonesty of employees

Notwithstanding the Exclusion Fraud and Dishonesty, we will agree to indemnify you, your locum tenens, your student practitioners, or your employees for your or their civil liability respect of any claim or claims first made against you and notified to us during the period of insurance resulting from any dishonest, fraudulent, criminal or malicious act or omission including Medicare benefits fraud occurring or committed in connection with your operations.

Provided that nothing in this Automatic Extension shall require us to indemnify:

a) any of you or them who committed or condoned any such dishonest, fraudulent, criminal or malicious act or omission; or
b) any claim relating to money or electronic funds or records of electronic funds; or the unauthorised or illegal transfer of money, land or other property by any means.

8. Emergency defence costs

If it is not possible for you to obtain our consent prior to incurring defence costs for a claim covered under this Section, we will waive prior consent provided our consent is obtained within thirty (30) days of the first of such defence costs being incurred. Provided always that:

a) the total we will pay under the Section under this Automatic Extension is sub-limited to $100,000 in the aggregate. This sub-limit forms part of and is not in addition to the limit of liability and the aggregate limit of liability; and

b) if it is established that there is no entitlement to indemnity under this Section for the defence costs advanced under this Extension, you must repay such amounts to us immediately.

9. Estates, heirs or legal assigns

We agree to indemnify the estate, heirs or legal assigns of any natural person insured under this Section in the event of the death or legal incapacity of such person, but only to the extent to which such person would have been entitled to indemnity under this Section had such death or legal incapacity not occurred.

10. Extended claim and reporting period

If we refuse at expiry of this insurance to offer any renewal terms and conditions, you and any insured person, shall jointly (but not separately) have the right to request prior to the expiry of the period of insurance and upon payment of an amount equal to the total expiring annual premium stated in the certificate of insurance an endorsement to the Section providing for:

a) an extension of the extended notification period to a period being the period of twelve (12) months immediately following the expiry of the period of insurance; and

b) any claim made and reported to us during this endorsed extended notification period being deemed to have been made and reported to us immediately prior to the expiry of the period of insurance provided that the claim arises out of civil liability in the conduct of the professional activities of your operations which occurred prior to the expiry of the period of insurance and there is no cover for any claim arising out of civil liability in the conduct of the professional activities of your operations which occurred after the expiry of the period of insurance.

11. Good Samaritan Acts

We agree to pay on behalf of any of your employees in respect of legal liability otherwise covered under the Section arising from the rendering of emergency first aid assistance, known as good Samaritan acts, to any person other than relatives of the employees who reside with him/her provided, however, we shall not be liable where the employee was acting at the time under a contract of employment with any employer other than you.

12. Investigations and inquiries

We agree to indemnify you and any of your employees for defence costs incurred in connection with attendance at an investigation where formal notice requiring such attendance was served on them and notified to us within the period of insurance, provided that such defence costs are incurred with our prior written consent.

Provided always that:

a) the total we will pay under the Section under this Automatic Extension is sub-limited to $100,000 in the aggregate. This sub-limit forms part of and is not in addition to the limit of liability and the aggregate limit of liability;

b) notwithstanding the excess shown in the certificate of insurance, payment under this clause will be subject to an excess of $7,500 each and every claim; and

c) payments provided under this clause, shall not include any payments made under What is covered – Supplementary Payments: Defence Costs of the Section.

For the avoidance of doubt, the indemnity provided by this clause applicable to the Section does not include any fine, penalty or order for monetary compensation or such other sum that is otherwise excluded by Exclusion Fines and Penalties of the Section.

13. Joint venture cover

We agree to indemnify you and any of your employees under the Section in respect of any claim otherwise covered under the Section arising from any joint venture in the conduct of the professional activities of your operations but cover shall not extend to any claim brought by or on behalf of any party to the joint venture or any organisation established to conduct, control or manage such joint venture.

14. Locum tenens

We agree to indemnify you in respect of any claim otherwise covered under the Section as a result of the conduct of any of your locum tenens for which you are legally liable in the conduct of your professional allied health services as specified in your certificate of insurance.

Furthermore we agree to indemnify any such locum tenens themselves, provided always that the relevant act, error or omission giving rise to the claim occurred in the course of the conduct, by locum tenens, of the professional allied health services and duties of your operations for or on your behalf.

For the purposes of this Automatic Extension the limit of liability includes defence costs.
15. Loss or damage to documents
We agree to indemnify you and any of your employees in the event of loss of or damage to documents in respect of all costs, charges and expenses reasonably incurred by you or any of your employees in replacing or restoring such documents.

Provided always that:

a) such loss or damage is sustained during the period of insurance while the documents are on your premises or in transit anywhere in the world (other than the United States of America or Canada or their territories or protectorates) or in your custody or of any person to whom you have entrusted them in the conduct of the professional activities of your operations; and

b) the amount of any indemnity for such costs, charges and expenses shall be supported by bills and accounts which shall be subject to approval by a competent person to be nominated by us with your consent; and

c) we shall not be liable in respect of loss or damage caused by riot or civil commotion; and

d) the total we will pay under the Section under this Automatic Extension is sub-limited to $50,000 in the aggregate. This sub-limit forms part of and is not in addition to the limit of liability and the aggregate limit of liability.

16. Malpractice cover
We agree to indemnify you for:

a) any act, error or omission or conduct for professional services rendered by any nurse, technician or volunteer (but not a medical practitioner or a midwife) for whom you are legally liable; or

b) any act, error, omission or conduct of a registered medical practitioner or healthcare professional, but only in respect of liability attaching to you in the conduct of the professional activities of your operations which gives rise to bodily or mental injury or death.

17. Medicare Benefits Fraud Investigations and inquiry costs
We agree to pay any reasonable fees, defence costs incurred by you, with our prior consent in relation to attendance at an investigation where formal notice requiring such attendance was served on them and notified to us within the period of insurance for any alleged dishonest, fraudulent or criminal act, error or omission in connection with the Medicare benefits scheme.

Provided always that:

a) the total we will pay under the Section under this Automatic Extension is sub-limited to $50,000 in the aggregate. This sub-limit forms part of and is not in addition to the limit of liability and the aggregate limit of liability; and

b) payments provided under this clause, shall not include any payments made under What is covered – Supplementary Payments : Defence Costs of the Section.

For the avoidance of doubt, the indemnity provided by this clause applicable to the Section does not include any fine, penalty or order for monetary compensation or such other sum that is otherwise excluded by Exclusion Fines and Penalties of the Section.

18. Merger/takeover/sale/winding-up of insured
If, during the period of insurance, any of the following events occur:

a) you are subject to a merger, takeover, sale; or

b) the appointment of a receiver, controller, administrator or liquidator to your operations or the commencement of a scheme of arrangement or compromise or a winding up process in respect of your operations,

then this Section shall remain in force until the expiry of the period of insurance but only in respect of claims for which you are legally liable in the conduct of the professional activities of your operations when such conduct occurred prior to the effective date of the event described in (a) or (b) of this Automatic Extension.

19. Molestation investigation and defence costs
We agree to indemnify you for defence costs incurred in connection with attendance at an investigation in respect of actual or alleged molestation or physical abuse of a person by any of your employees

Provided always that:

a) formal notice requiring such attendance was served on you and notified to us within the period of insurance, and

b) such defence costs are incurred with our prior written consent; and

c) such attendance arises directly from conduct allegedly committed during the provision of your allied health services; and

d) regular or overtime wages, salaries or fees of you are excluded from this indemnity.

Nothing in this Automatic Extension shall require us to indemnify any individual who has committed or condoned such act of molestation or physical abuse

The total we will pay under the Section under this Automatic Extension is sub-limited to $50,000 in the aggregate. This sub-limit forms part of and is not in addition to the limit of liability and the aggregate limit of liability.
20. New created/acquired subsidiary

We agree to extend the definition of "you" in the Section to include any new subsidiary created or acquired by you during the period of insurance.

Provided always that:

a) cover only applies in the conduct of the professional activities of your operations provided by the new subsidiary occurring within a period of thirty (30) days from the date of the creation or acquisition of the subsidiary;

b) cover only applies to claims in the conduct of the professional activities of your operations by the new subsidiary when such conduct occurred subsequent to the date of acquisition or creation of the subsidiary; and

c) within the period specified in a) above, you shall supply such additional information relating to the new subsidiary as may be required by us and pay any additional premium as may be required to enable us to continue coverage to the expiry of the period of insurance.

21. Ninety (90) day reporting period

You may continue to notify the insurer of claims up to ninety days after the expiry of the period of insurance, but only claims first made against you during the period of insurance and based on any conduct of the professional activities of your operations committed or alleged to have been committed prior to expiry of the period of insurance.

Any notification to the insurer during this ninety (90) day reporting period will be deemed to have been first notified to the insurer during the period of insurance.

22. Past subsidiary organisations

In the event that a subsidiary ceases to be a subsidiary during the period of insurance, then cover under the Section shall continue to apply with respect to any claim made against such subsidiary during the period of insurance.

Provided always that cover only applies to such claims in the conduct of the professional activities of your operations provided by the subsidiary prior to the date such entity ceased to be a subsidiary and committed during the time such entity was a subsidiary.

23. Privacy and electronic health records breach response costs

We agree to pay any reasonable fees, defence costs incurred by you, with your prior consent, to notify any client, third party or regulator in accordance with your legal liability as a result of any actual, alleged or suspected breach of privacy, duty of confidentiality or as a consequence of an actual or alleged infringement of any intellectual property rights in relation to:

a) personal information collected during the in the course of carrying on your operations, regardless of whether a claim has been made against you; or

b) your use of the Personally Controlled Electronic Health Records system, as defined in the Personally Controlled Electronic Health Records Act 2012 (Cth)

Provided always that we shall not be liable for:

a) public relations expenses;

b) wages, overtime, salaries or fees of you or your employees;

c) cost to comply with any injunctive relief; or

d) fines, penalties, sanctions and taxes.

The total we will pay under this Automatic Extension is sub-limited to $50,000 in the aggregate. This sub-limit forms part of and is not in addition to the limit of liability and the aggregate limit of liability.

24. Reinstatement in the event of a recovery

Any amounts recovered by us (net of our reasonable expenses associated with such recovery) following a paid claim under the Section shall proportionally reduce the erosion of the limit of liability and aggregate limit of liability shown in the certificate of insurance.

25. Spousal liability

If a claim against an insured person includes a claim against an insured person's spouse solely by reason of:

a) such spouse's legal status as a spouse of such insured person; or

b) such spouse's ownership interest in property which the claimant seeks as recovery for claims made against such insured person,

then the spouse's legal liability for compensation resulting from such claim will be treated for the purposes of this Section as the liability of the insured person.

This Automatic Extension does not apply to the extent the claim alleges you are legally liable in the conduct of the professional activities of your operations by such insured's spouse.

26. Student practitioners

We agree to indemnify you in respect of any claim otherwise covered under the Section as a result of the conduct of any of your student practitioners for which you are legally liable in the conduct of your professional allied health services as specified in your certificate of insurance.
Furthermore we agree to indemnify any such student practitioner themselves, provided always that the relevant act, error or omission giving rise to the claim occurred:

a) in the course of the conduct, by the student practitioner, of the professional activities and duties of your operations for and on behalf of you; and

b) at the time when the student practitioner was under your direct control and supervision.

For the purposes of this Automatic Extension the limit of liability includes defence costs.

27. Statutory liability
   
   Not withstanding Exclusions Employers liability, Fines, penalties and exemplary damages; and Pollution, we agree to indemnify you for:
   
a) any penalty which is insurable at law arising from a breach of Australian workplace health and safety law or environment law in your provision of the professional allied health services specified in your certificate of insurance; and
   
b) any defence costs incurred directly in connection with any legal proceedings, investigations or inquiry which may give rise to the imposition of such penalty.
   
   Provided always that written notice of such legal proceedings was first received by you during the period of insurance and notified to us during either the period of insurance or the extended notification period.
   
The total we will pay under this Automatic Extension is sub-limited to $250,000 in the aggregate. This sub-limit forms part of and is not in addition to the limit of liability and the aggregate limit of liability.

29. Telehealthcare services
   
   We agree to indemnify you in respect of any claim made against you arising out of the provision of telehealthcare services to patients within Australia.

30. Vicarious liability
   
   We agree to indemnify you in respect of any claim made against you arising from any act, error or omission committed or alleged to have been committed by any third party in the course of carrying on your operations, for whose acts, errors or omissions you are legally liable, provided that such coverage shall not extend to any such third party.

31. Waiver of excess
   
   No excess shall apply or we agree to reimburse you for any payments made within the excess, in relation to a claim under the Section where final judgment is obtained and you are found not liable in respect of that claim provided always that this Automatic Extension does not apply to any claim that is settled prior to such final judgment being obtained.

Specific Conditions applicable to Professional Indemnity Section

Excess
   
   We shall only pay for the amount of any loss which is greater than the excess. The excess is the amount shown in the certificate of insurance and represents the first amount which is payable by you in respect of any loss arising out of any one claim made against you. The excess is inclusive of defence costs.

For the purposes of determining if more than one excess applies, all claims that arise from or are attributable to the same loss or series of losses consequent upon or attributable to one source or original cause shall be regarded as one claim.

De-registration
   
   You must tell us immediately in writing if your statutory registration or licence, (which you are legally required to hold to provide allied healthcare services) is cancelled, suspended or terminated or has had conditions imposed during the period of insurance specified in the certificate of insurance.

Management Liability Section

This Section only forms part of your policy when Management Liability Section is shown in your certificate of insurance.

Specific Definitions applicable to Management Liability Section

In addition to the words or phrases shown as General Definitions and Specific Definitions Applicable to Part C, whenever the following words appear in bold italics in this Section, they have the meaning shown below. If there is a General Definition for the same word or phrase which is inconsistent, the following specific definition will prevail in this Section.

aggregate section limit means the maximum amount under each particular insuring clause or Automatic Extension as shown in the certificate of insurance or as may be expressly stated in the Automatic Extension that we are liable to pay in respect of the aggregate of all liability for loss and claims the subject of cover under the respective insuring clause or Automatic Extension.

APRA means the Australian Prudential Regulation Authority.

auditor means an authorised officer under Commonwealth, State or Territory legislation to conduct a tax audit.
**back-pay** means the amount you are obliged to pay an employee for the period between the time of incorrect termination of the employee's employment and the time the employee is reinstated or re-employed, following an order of reinstatement or re-employment made upon you.

**civil or bail bond expenses** means the reasonable premium (but not collateral) for a bond or other financial instrument to guarantee an insured person's contingent obligation for bail required by a Court hearing in respect of an extradition proceeding.

**claim** means:

a) any writ, summons, application cross claim, counter-claim or other legal or arbitral proceedings or process, or written demand seeking monetary or non-monetary relief and alleging any wrongful act, or employment practice breach;

b) any written notice of any proceedings, investigation or inquiry which may give rise to the imposition of a penalty;

c) any extradition proceeding against an insured person;

d) any criminal proceeding.

**Claim** does not mean an action solely for declaratory or injunctive relief where there is no demand for compensation or damages.

**client** means a customer to whom you provide goods or services for a fee or not.

**constructive dismissal** for the purposes of an employment practices breach means requiring an employee to cease their employment with you because of what you say, do or fail to do.

**contract worker** means a person engaged by you through a labour hire firm, under an agreement between you and the labour hire firm, to perform duties related to the conduct of your operations.

**crisis** means an unforeseen event which in the reasonable professional opinion of your managing director or chief executive officer and us has the potential to cause loss of your reputation and/or imminent loss of annual revenue to your operations in the twelve (12) month period immediately following the event and exceeding 30% of your reasonably expected annual revenue for such period if left unmanaged and including, but not limited to:

a) the loss of your intellectual property rights including existing patents, trademarks, or copyrights;

b) the loss of a major customer or major contract of yours for the supply of goods and/or services;

c) the traumatic death or significant impairment of a person on your premises causing emotional distress to insured persons or employees or members of the public having witnessed the injury;

d) substantial destruction of or damage to your property other than caused by a natural disaster;

e) the first apparent unauthorised intrusion into your computer facilities;

f) a recall or boycott of any product;

g) any criminal or fraud investigation.

**Crisis** is not an event that affects generally the industry in which you conduct your operations.

**crisis loss** means the reasonable fees, costs and expenses of a crisis management consultant retained by you to minimise the effects of a crisis, and such costs and expenses recommended by the crisis management consultant, but only for such advice received and steps taken within the sixty (60) day period immediately following the day on which the crisis first occurs.

**defence costs** means all reasonable costs and expenses (other than regular or overtime wages, salaries or fees of any insured person or employee) incurred by you or an insured person with our prior written consent (such consent not to be unreasonably withheld), for:

a) legal representation in defending, investigating, attending or monitoring any claim or proceedings, investigations, examinations, inquiries and the like;

b) any subsequent appeals, together with all reasonable costs of bringing such appeals; or

c) legal or professional advice or assistance incurred in the settlement of a claim.

**deprivation of assets expenses** means the payment of the following services, directly to the provider of such services, in the event of an interim or interlocutory order confiscating, controlling, suspending or freezing rights of ownership of real property or personal assets of an insured person or creating a charge over real property or personal assets of the insured person during the period of insurance:

a) housing;

b) utilities;

c) personal insurances; and

d) schooling.

Such expenses will only be payable provided that a personal allowance has been directed by the court to meet such payments and such personal allowance has been exhausted.

Expenses will be payable after thirty (30) days following the event above for a period of up to six (6) months.

**direct financial loss** means loss of money, securities or property belonging to you or in your care, custody or control, for which you are legally liable.
**director** means:

a) any natural person who was, is currently or during the **period of insurance** becomes a **director** of any legal organisation included in the definition of **you**, **your**, **yours** (by whatever name called) and whether or not such person is validly appointed to occupy or duly authorised to act in such position; and

b) any natural person who by virtue of any applicable legislation, is deemed to be acting in such a capacity;

but does not include a liquidator, external **auditor**, receiver, receiver and manager, official manager, administrator, **trustee** or person administering a compromise or scheme of arrangement of **your organisation**.

discovered means when any **director** (who is not in collusion with an **employee** who has committed or is attempting to commit a **dishonest act**) becomes aware of any facts which would cause a reasonable person to assume that a **direct financial loss** has been incurred, even though the exact amount or details of the **direct financial loss** are not known at the time of discovery. Such discovery constitutes discovery by you.

dishonest act means any dishonest, fraudulent, criminal or malicious act committed by an **employee** or **third party** (whether acting alone or in collusion with any other person) with the intent to cause **you** to sustain a **loss** or to obtain financial benefit for that **employee** or **third party** or for any other person or **organisation** intended by that **employee** or **third party** to receive the financial benefit.

employment practice breach means any actual or alleged:

a) wrongful refusal to employ a prospective **employee**;

b) misleading conduct or misrepresentation in advertising the terms and conditions of a position of employment with **you**;

c) wrongful failure to promote, wrongful demotion of, wrongful deprivation of career opportunity of, negligent evaluation of work performance of, negligent reassignment or wrongful disciplinary action against an **employee**;

d) wrongful termination of employment of an **employee** including **constructive dismissal**;

e) retaliatory treatment against an **employee** or a **contract worker** following an exercise of his or her rights and victimisation;

f) unlawful workplace harassment of an **employee** or a **contract worker** including racial, religious, sexual and other harassment as prohibited by the applicable laws of Australia or the permitting of a workplace environment which is conducive to harassment;

g) unlawful discrimination of any kind directed towards an **employee** or a prospective **employee**;

h) infliction of emotional distress, anguish or humiliation of any **employee**, a **contract worker** or a prospective **employee**;

i) oral or written publication of material that slanders, defames or libels an **employee**, a **contract worker** or unlawful interference with privacy; or

j) denial of natural justice to an **employee** concerning their employment.

For the purpose of this definition only, the term **employee** shall include any **officer** or **volunteer**.

extradition proceeding means:

a) a written request for extradition of an **insured person**, a warrant for the arrest of an **insured person** or other proceedings commenced by a writ, complaint, summons or other originating process against an **insured person** under the provisions of the Extradition Act 1988 (Cth) and/or any associated regulations; and

b) any associated appeals, including but not limited to the pursuit of judicial review proceedings, against the decision of the Attorney General or other appropriately authorised representative of the Australian Government to issue a surrender warrant under the Extradition Act 1988 (Cth); and

c) the equivalent of the above in any other jurisdiction.

geographic limits means the limits stated Specific Conditions applicable to Management Liability Section Geographic Limits or as otherwise stated in this Section.

identity fraud expenses means any reasonable fees, costs and expenses incurred by **you** in establishing that a fraudulent misrepresentation has occurred, where a **third party** first seeks to enforce an agreement against **you** during the **period of insurance**.

**insured person** means:

a) a **director**;

b) an **officer**;

c) an **employee**;

d) a **trustee**.

**insuring clause** means any of Insuring Clauses 1 to 8 of this Section provided the **insuring clause** is selected by **you** and shown in the **certificate of insurance** with a **limit of liability** and **aggregate limit of liability** of a greater than zero. We accept no liability to make any payment under this Section pursuant to or under an **insuring clause** if a zero amount or "not taken" is shown in the **limit of liability** and **aggregate limit of liability** section of the **certificate of insurance** for that **insuring clause**.
**internet activities** means all or any of the following:

a) use of electronic mail systems by you and other persons working on your behalf;

b) access through your network to the world wide web or a public internet site by you and other persons working on your behalf;

c) access to your intranet (internal company information and computing resources which is made available through the world wide web) by customers or other persons you authorise outside your organisation; and

d) the operation and maintenance of an internet site owned or operated by you or on your behalf, but not any third party internet site accessed via links to or from your internet site.

**limit of liability** means the maximum amount for each particular insuring clause or Automatic Extension in this Section and as shown in the certificate of insurance or if applicable as expressly stated in the Automatic Extension that we are liable to pay for all liability under the respective insuring clause or Automatic Extension in respect of each and every claim.

**loss** means compensation for which you and/or an insured person are legally liable and defence costs incurred by you or an insured person, and

a) in respect of Insuring Clause 4 – Employment Practices Liability, loss also includes back-pay;

b) in respect of Insuring Clause 6 – Statutory Liability, loss also includes any penalty;

c) in respect of Automatic Extension Employee Fidelity, loss also includes direct financial loss;

d) in respect of Automatic Extension Third Party Fidelity, loss also includes direct financial loss;

e) in respect of Automatic Extension Tax Audit, loss also includes tax audit fees

but loss does not include crisis loss.

**managed investment** has the meaning provided in the Corporations Act 2001 (Cth).

**mitigation costs** means any costs or expenses reasonably and necessarily incurred by you and incurred predominantly in order to avoid, diminish, reduce or limit any liability for a claim which but for such payment was otherwise likely to be covered under this Section.

**non-profit organisation** means any organisation (but not a subsidiary organisation) that is exempt from the payment of income tax under the state and/or federal laws of Australia.

**officer** means any natural person who was, is currently or becomes during the period of insurance an office bearer, a person who holds an executive or managerial office (as defined by the 2001 Corporations Act (Cth.)), a company secretary or a management committee member of yours or other person elected by you or by your governing body to represent your organisation in directing, managing or supervising your operations but does not include a trustee or a liquidator, external auditor, receiver, receiver and manager, official manager, administrator, or person administering a compromise or scheme of arrangement of your organisation.

**operations** means the business, activities or services specified in the certificate of insurance carried out in your operations from Australia.

**outside director or outside directorship** means the position of director, officer, secretary or equivalent position held by either a director or an officer in the governing body of an outside entity at your request.

**outside entity** means another organisation including a non-profit organisation not included in the definition of you, your, yours but excluding any entity that had negative net assets or a negative net worth at the inception date of this Section.

**professional fees** means the fees, cost and disbursements which are reasonably and necessarily incurred in connection with a tax audit which are payable by you to an accountant or other financial adviser, registered tax agent or legal adviser for work carried out in connection with a tax audit.

**property** means tangible property other than money and securities.

**public relations expenses** means the reasonable fees and expenses of a public relations firm which you or an insured person engages with our prior written consent (not to be unreasonably withheld) for the purpose of preventing or limiting potential adverse or negative publicity in respect of a covered claim or official investigation.

**registered tax agent** means a professional or group of professionals registered with the Australian Government Tax Agents’ Board.

**regulatory authority** means instrumentalities, entities or persons appointed to act pursuant to any Act of the Commonwealth of Australia or the States or Territories of Australia for the purposes of enforcement of such Act or any other Act.

**tax audit** means the carrying out of an audit on a return submitted by you, or on your behalf, by the Australian Tax Office or any Australian Commonwealth, State or Territory department, relevant body or agency, or authority which is authorised to conduct such an audit, and includes any inquiry or investigation by the Australian Taxation Office aimed at determining your compliance with the record keeping requirements of relevant taxation legislation, other than a return to APRA.

**tax minimisation schemes** means the arrangement of taxation and other returns, by you or on your behalf, which are designed to reduce the tax payable by you.

**third party** means any natural person, or entity other than you. For the sake of clarity, a third party can include a client.

**third party discrimination** means discrimination by an insured person against a third party referencing race, colour, creed, religion, age, sex, disability, marital status, national origin, pregnancy, sexual orientation or preference which is protected to any law anywhere in the world.
third party sexual harassment means sexual harassment by an insured person against a third party including unwelcomed sexual advances, or conduct of a sexual nature. For the purpose of this definition only third party sexual harassment does not include cover for any actual or alleged act of sexual abuse.

trust means a trust set up to manage real and other assets belonging to you and/or a retirement or superannuation or pension fund for the benefit of your officers and/or employees.

trueee means you if validly appointed to act or any natural person who is elected to administer the trust, but does not include a professional trust company or organisation or an employee of such company or organisation.

trustee responsibility breach means any actual or alleged wrongful act or omission committed, attempted or allegedly attempted by a trustee in such capacity in respect of the administration of the trust.

wrongful act means any actual or alleged act, error or omission including but not limited to any unfair or unlawful act or omission, any misstatement, misleading statement, neglect, error, breach of trust, breach of duty or offence pursuant to an Act of Parliament or common law; provided such act or omission is relevantly committed or allegedly committed or attempted in respect of each selected insuring clause as follows:

a) Insuring Clauses 1, 2, 3, 4, 6 and 7: by a director and/or officer solely in their capacity as such a director or officer;

b) Insuring Clauses 1, 4, 6 and 7: by you;

c) Insuring Clauses 4, 5, 6 and 7: by a trustee in the course of the administration of the trust.

you, your, yours means:

a) the incorporated entity, entities or organisation(s) named as the insured in the certificate of insurance;

b) each organisation that is a subsidiary organisation at the commencement date of the period of insurance and which was disclosed by you to us at the time of entering into this Section;

c) any new subsidiary organisation formed or acquired by you during the period of insurance through consolidation, merger or purchase of its assets and in respect of which you assume control during the period of insurance provided:

i) such organisation is carrying on substantially the same business as yours;

ii) any acquisition or assumption of control increasing your total gross assets under management by more than 20% is reported to us within ninety (90) days after it is effected; and

iii) that this Section does not provide cover to the organisation which has become the subsidiary organisation or to any person who has consequently become a director or officer in respect of any wrongful act, employment practice breach, direct financial loss or crisis which occurred prior to the date of such formation or acquisition.

What is covered

We will provide cover under each insuring clause and applicable Automatic Extension that is shown on your certificate of insurance, if applicable, any endorsements to this Section.

Insuring clause 1 – Organisation Liability

We will indemnify you for liability for loss arising out of any claim by reason of any wrongful act in the management of your operations, which claim is first made against you during the period of insurance and notified to us during either the period of insurance or the extended notification period.

Insuring clause 2 – Directors and Officers Liability

We will indemnify any director or officer, for liability incurred in their capacity as such a director or officer, for loss arising out of any claim by reason of any wrongful act, which claim is first made against them during the period of insurance and notified to us during either the period of insurance or the extended notification period and provided such director or officer is not indemnified by you.

Insuring clause 3 – Organisation Reimbursement

We will indemnify you for any payment which you are required and are legally permitted to make to or on behalf of any director or officer for their liability for loss incurred in their capacity as such a director or officer and arising out of any claim by reason of any wrongful act, which claim is first made against them during the period of insurance and notified to us during either the period of insurance or the extended notification period.

Insuring clause 4 – Employment Practices Liability

We will indemnify you and/or an insured person for liability for loss arising out of any claim alleging an employment practice breach, which claim is first made against you or the insured person during the period of insurance and notified to us during either the period of insurance or the extended notification period.

Insuring clause 5 – Trustees Liability

We will indemnify a trustee for liability for loss arising from any claim alleging a trustee responsibility breach, first made against the trustee during the period of insurance and notified to us during the period of insurance or during the extended notification period.
Insuring clause 6 – Statutory Liability

We agree to indemnify you and/or an insured person for:

a) any penalty which is insurable at law arising from a wrongful act by you, an insured person or trustee in the jurisdictions of, and under the laws of Australia; and

b) any defence costs incurred directly in connection with any legal proceedings, investigations or inquiry which may give rise to the imposition of such penalty.

Provided always that written notice of such legal proceedings, investigation or inquiry was first received by you or the insured person during the period of insurance and notified to us during either the period of insurance or the extended notification period.

Insuring clause 7 – Internet Liability

We will indemnify you and/or an insured person for liability for loss arising from a claim as a direct result of a wrongful act carried out without your consent and incured solely in the conduct of your internet activities which claim is first made against you and/or the insured person during the period of insurance and notified to us during either the period of insurance or the extended notification period, and for which cover is not provided under your general public and products liability insurance.

Insuring clause 8 – Organisation Crisis Cover

We agree to pay on your behalf any crisis loss which you incur by reason of a crisis which first occurs during the period of insurance and is notified to us during either the period of insurance or the extended notification period.

What is not covered

In addition to the General Exclusions applicable to all Sections of this policy, and Additional Exclusions applicable to Part C: Organisation Liability, we are not required to make any payment in respect of any loss, crisis loss or claim directly or indirectly arising out of, attributable to or in connection with:

1. Breach of professional duty
   a) The rendering or failure to render professional services and/or professional advice to a third party; or
   b) a breach or alleged breach of any contract or duty for the provision of such professional services and/or professional advice;

Provided always that this exclusion does not apply to such services provided by an insured person in his or her capacity as director, officer or trustee and in circumstances where such professional services or professional advice is provided to you and not to third parties in the course of your operations.

2. Contractual liability

Any actual or alleged liability assumed by you or an insured person under any contract, warranty or guarantee, except to the extent such liability would attach to such party in the absence of such contract, warranty or guarantee. Other than in respect of a warranty or guarantee, this exclusion does not apply to employment contracts.

3. Employment liability

Any claim by an employee arising from the employment of the person by you or arising from any employment dispute, or arising from any leave, worker’s compensation, disability benefits, unemployment benefits, redundancy or severance payments, retirement benefits, social security benefits, superannuation benefits or any similar employment obligation, other than as provided under Insuring Clause 4 – Employment Practices Liability.

4. Failure of investments

The failure of your investments or investments to perform to expectations, except where the failure is a direct result of a wrongful act unconnected with the performance of the investments and not otherwise excluded under this Section.

5. Fraud and Dishonesty
   a) any dishonest, fraudulent, criminal or malicious act or omission;
   b) an act committed with the intention of causing harm or loss of any kind or conduct intended to mislead or deceive a claimant;
   c) any act or omission committed with a reckless disregard for the consequences of such act or omission;
   d) the condoning of acts or omissions of the type referred to in this clause;
   e) any deliberate breach of any statute or regulation;
   f) improperly benefiting from securities transactions as a result of information that was not available to other sellers and/or purchasers of such securities; or
   g) gaining an illegal advantage;

by you or any person seeking the benefit of this Section; provided always that this exclusion shall not apply to cover provided to you or an innocent insured person under Automatic Extension Dishonesty of Others.

This exclusion will only apply where the conduct in question has been established by admission, court judgment or other final adjudication. No fact pertaining to conduct of, or knowledge possessed by, an insured person will be imputed to any other insured person to determine whether any part of this Exclusion applies.
This exclusion shall not apply in relation to defence costs, Automatic Extension Attendance at Official Investigations or Inquiries or Automatic Extension Occupational Health and Safety.

6. Illegal copies of programs
Any data reproduction fees, costs or expenses claimed under Automatic Extension Data Reproduction Costs where the reconstitution of data is required as a result of an insured person knowingly using illegal copies of programs.

7. Insolvency and change of ownership
Any act, error or omission which:
   a) whether actual or alleged would constitute insolvent trading contrary to the Corporations Act 2001 (Cth.);
   b) occurs after you enter liquidation, administration, receivership or any other insolvent administration; or
   c) occurs after any other entity acquires a majority or controlling interest in your organisation.

8. Insured versus Insured
Any claim brought by you, or on your behalf, against any insured person or their estates, heirs, representatives, successors or assigns or brought by any insured person against you or any other insured person, other than as provided in Automatic Extension Insured versus Insured.

9. Intellectual property rights
Any actual or alleged plagiarism, misappropriation, infringement or violation of copyright, patent, trademark, trade secret or any other intellectual property rights, provided that this exclusion shall only apply to the cover provided to you under Insuring Clause 1 – Organisation Liability.

10. Known claims or prior acts
   a) Any wrongful act, trustee responsibility breach or employment practice breach occurring prior to the retroactive date applicable to each of Insuring Clauses 1 to 8;
   b) any known circumstance; or
   c) facts or circumstances which were notified to your insurer under the provisions of any insurance policy in force prior to the commencement of this Section.

11. Lawful compliance
Any liability in respect of which we are legally prohibited from indemnifying you or an insured person under the Laws of Australia or any other country in which a claim arises.

12. Personal injury and property damage
   a) Personal injury or death of or harassment of or discrimination against any person; or
   b) property damage or the sale, supply, storage or manufacture of goods of any kind;
provided that this exclusion does not apply to the cover provided by Insuring Clause 4 – Employment Practices Liability and Automatic Extension Third Party Discrimination and Sexual Harassment.

13. Property use or ownership
   a) Land, buildings, machinery and other fixed assets; or
   b) aircraft, watercraft or vehicle of any kind.

14. Prospectus liability and securities
The offer, issue, sale, purchase or transfer of your securities or the making of any representation for or in connection with such securities or any public or private offering of securities.

15. Sexual abuse
any actual or alleged act of sexual abuse, provided this exclusion shall not apply to any alleged sexual harassment in connection with an employment practice breach.

16. Subsidiaries and related entity claims
Any claim brought by or on behalf of:
   a) an organisation or entity which is a subsidiary organisation; or
   b) an outside entity where the claim is made against you upon direct or indirect solicitation or enticement by an insured person occupying a directorship position on the board of such outside entity.

17. Third party discrimination or sexual harassment
Arising from, attributable to or in connection with third party discrimination and third party sexual harassment, other than as provided under Automatic Extension Third Party Discrimination and Sexual Harassment.
18. Trade and administration transactions
Any claim based upon or in consequence of:
   a) any trading or business debt incurred by you; or
   b) the failure to collect contributions for any superannuation or pension fund or to remit such monies to any superannuation or pension fund.

19. Trade practices
Any actual or alleged violation of the Competition and Consumer Act 2010 (Cth.) or any State Fair Trading Acts of Australia or similar legislation in any other jurisdiction relating to:
   a) penal or criminal provisions; or
   b) provisions applying to business competition, unfair trade practices or tortious interference with any business or contractual relationships.

20. Trustees liability
Any liability as a trustee or the failure of the organisation to pay into, or collect contributions for, a fund or trust as required by law and/or a fund trust deed except as provided under Insuring Clause 5 – Trustees Liability and Automatic Extension Personal Injury Cover for Trustees.

21. Additional exclusions applying to insuring clause 4 Employment Practices Liability
In respect of the cover provided under Insuring Clause 4 Employment Practices Liability, this Section does not cover loss or make any payment in connection with any claim made against you or an insured person for or in respect of:
   a) a contract of employment alleged to be unfair, harsh, unconscionable or contrary to public interest;
   b) the seeking of relief pursuant to section 127A of the Workplace Relations Act (Cth.) or similar industrial relations legislation in the other states or territories of the Commonwealth of Australia or in New Zealand;
   c) any Workers’ Compensation or Occupational Health and Safety Acts or similar workplace legislation;
   d) the cost of physical modifications to premises, plant or equipment owned or occupied by you;
   e) involves industrial disputes (whether between the entity or the insured persons or between employees or their union or generally), strike, picket, lockout, go slow or work to rule; or
   f) any amount which you are or an insured person is required to pay pursuant to a specific obligation imposed under a contract of employment, employment agreement, statute, award or otherwise.

22. Additional exclusions applying to Automatic Extension Employee Fidelity and Automatic Extension Third Party Fidelity
We will not pay for loss consisting of or which arises from or in connection with:
   a) direct financial loss arising out of or in any way connected with any dishonest acts committed, in whole or part, outside of Australia or New Zealand;
   b) direct financial loss:
      i) first discovered prior to the commencement of the period of insurance; or
      ii) first discovered after the end of the period of insurance, or the discovery period if applicable; or
      iii) in any way connected with any employee or third party from the time any director or officer (who is not in collusion with such employee or third party) had actual knowledge that the employee or third party had committed or was suspected of having committed any fraudulent or dishonest act, even if it does not constitute a dishonest act as defined; or
      iv) caused by any employee if a director or officer possessed at any time knowledge of any act or acts of theft, fraud or dishonesty committed by such employee prior to employment by you provided the act(s) involved money, securities or property valued at $10,000 or more, or such director or officer failed to make reasonable enquiries prior to employment of such employee;
   c) direct financial loss arising out of or in any way connected with any fraudulent or dishonest acts, or involving collusion by or complicity of:
      i) a director who at the time of the dishonest act owns or controls more than 5% of the issued share capital of the insured organisation; or
      ii) any shareholder who, at the time of committing such acts, had direct or indirect ownership of or control over more than 5% of the voting share capital of the insured organisation or any of its subsidiaries or any associated organisation;
   d) any indirect or consequential loss of any nature, including but not limited to:
      i) any loss of income (such as interest and dividends) not realised by the you or any other person or organisation; or
      ii) any costs incurred by you in re-writing or amending the your software programs or systems where such re-writing or amending is necessary to correct the programs or systems; or
      iii) any contractual penalties incurred by you; or
iv) any liability to a third party; or
v) any costs, fees or other expenses incurred by you in establishing a right under this Section (except as provided for under Specific Conditions applying to Management Liability Notification of Direct Financial Loss); or
vi) any costs, fees or other expenses incurred by you in prosecuting or defending any demand, claim or legal proceeding resulting from a direct financial loss which is covered under this Section;

e) direct financial loss the proof of which is dependent solely upon:
   i) a profit and loss computation; or
   ii) a comparison of inventory records with an actual physical count.

If, however, an employee is identified as having caused a direct financial loss, then inventory records and actual physical count of inventory can be submitted as partial evidence in support of proof of the direct financial loss as required by Specific Condition applicable to Management Liability – Notification of Direct Financial Loss;

f) direct financial loss arising out of or in any way connected with the accessing, use or dissemination of any confidential information including, but not limited to, proprietary information, trade secrets, computer programs, customer information, patents, trademarks, copyrights or processing methods;

g) direct financial loss arising out of or in any way connected with:
   i) the voluntary giving or surrendering of money, securities or other property in any exchange or purchase, unless such direct financial loss is directly caused by dishonest acts committed; or
   ii) the complete or partial non-payment or default under any credit arrangement including any payments made or withdrawals from any customer account involving items which are not finally paid for any reason; or
   iii) any trading in securities, whether or not in your name and whether or not in a genuine or fictitious account; or
   iv) the forgery or alteration or fraudulent use of any credit card, store card, fuel card or other form of credit issued by you to employees, unless you have fully complied with the provisions, conditions and other terms under which such credit card, store card or fuel card issued;

h) any direct financial loss occurring following forcible or violent entry to any premises occupied by you by any third party where such third party is acting alone and not in collusion with any employee;

i) any direct financial loss connected with the issuing and drawing of cheques, account withdrawals or funds transfers sustained by you by reason of the absence of or failure to have a clear segregation of duties and procedures in connection with the issuing and drawing of cheques, account withdrawals or fund transfers in excess of $5,000 in value.

Such cheques, account transactions or fund transfers must be counter signed or authorised by another authorised officer who must, independently of the employee drawing the cheque, making account withdrawals or fund transfers, examine the supporting vouchers or requisitions or verify against an authorised payment list prepared and checked independently of the drawer of the cheque, or person making the account withdrawals or fund transfers;

j) arising from your operation of or involvement in the conduct of any bank, building society, credit union, finance company, superannuation fund or banking business as defined in the Banking Act 1959 (Cth.);

k) fines, penalties or damages including aggravated or exemplary damages for which you are legally liable;

l) resulting or arising out of any computer virus or loss caused by a mechanical failure and/or programming error;

m) arising directly or indirectly from or based upon or attributable to or in consequence of any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an act of terrorism;

n) damage or destruction of any land or buildings and/or fixtures and fittings thereon.

23. Additional exclusions applicable to Automatic Extension Tax Audit

Tax Audit does not cover, and we are not required to make any payment directly or indirectly arising out of, attributable to or in connection with:

a) amended notices/additional tax/fine/legal costs;

b) the amount of any tax or other payment due or imposed by any amended notice of assessment including:
   i) primary tax; or
   ii) additional tax, duty, government impost; or
   iii) fines, interest or penalty imposed;

c) costs in legally pursuing or defending any legal action, proceeding or process in a court of law or tribunal against you which arise as a result of a tax audit;

d) an audit conducted by APRA;
e) all costs:
   i) arising directly or indirectly from or in respect of any criminal prosecution arising as a result of a tax audit; or
   ii) arising directly or indirectly from or in respect of any tax return lodged outside Australia, its states or territories;
   iii) incurred, that should have been incurred or that ordinarily would have been incurred for work done prior to or as part of the preparation of your accounts, returns, taxation and financial records prior to the lodgement of your returns, taxation and financial records or any document required by the relevant legislation in connection with your returns;

f) any tax audit where a return has been prepared lodged or submitted dishonestly or fraudulently, and where the supporting documents have been falsely created or collected;

g) prior circumstances:
   i) any claim for professional fees under this Automatic Extension arising from any circumstances known to you, or any official, employee, or volunteer acting on your behalf, prior to the period of insurance; or
   ii) verbal or written notice of an impending tax audit given to you, or any person or agent acting on your behalf, prior to the period of insurance; or
   iii) a tax audit with a commencement date prior to the period of insurance;

h) any tax audit where a return has been lodged on a date after the later of either:
   i) 90 days after the lodgement date prescribed; or
   ii) the date prescribed for lodgement by an authorised Extension;

i) any form of managed investment;

j) professional fees which:
   i) form part of an annual fixed fee or cost arrangement for taxation or accounting needs of your operations; or
   ii) are incurred after the tax audit has been completed, including fees incurred in connection with any further review; or
   iii) are ordinarily associated with the maintenance and upkeep of your business accounts, returns, taxation and financial records and the preparation prior to lodgement of accounts, returns, taxation and financial records as required by any relevant legislation;

k) any routine enquiries, or enquiries from the auditor, which are not identified as being either preliminary to, or relating to a tax audit of a return;

l) any tax minimisation schemes.

How much we will pay

The maximum we will pay under each of the insuring clauses is the relevant:

a) limit of liability; or

b) aggregate limit of liability;

shown in your certificate of insurance in respect of each insuring clause and always subject to all terms and conditions of this Section including the aggregate section limit.

The maximum we will pay under this Section of your policy is the amount of the aggregate section limit in respect of the aggregate of all payments that we would otherwise be liable to make under this Section.

Except as provided for in Automatic Extension Dedicated Excess Limit of Liability for Insured Person and subject to the aggregate section limit and the applicable aggregate limit of liability unless we state otherwise in writing, the total amount payable by us under each insuring clause of this Section and any Automatic Extension shall not exceed the limit of liability in respect of any one claim stated in the certificate of insurance as applying to that particular insuring clause or to the relevant insuring clause applicable to the particular Automatic Extension unless the Automatic Extension expressly provides otherwise. Such limit of liability forms part of and is not in addition to the relevant aggregate limit of liability and aggregate section limit shown in your certificate of insurance.

Where more than one insuring clause covers any claim or loss then only one insuring clause shall apply. The insuring clause including the applicable limit of liability and aggregate limit of liability which in that event shall apply shall be the insuring clause which first appears in the following order:

a) Insuring Clause 1 – Organisation liability;

b) Insuring Clause 2 - Directors and Officers Liability;

c) Insuring Clause 3 – Organisation Reimbursement;

d) Insuring Clause 4 - Employment Practices Liability;

e) Insuring Clause 5 – Trustees Liability;

f) Insuring Clause 6 – Statutory Liability;
g) Insuring Clause 7 – Internet Liability;

h) Insuring Clause 8 – Organisation Crisis Cover.

**Automatic Extensions**

The Automatic Extensions apply to an *insuring clause* of this Section shown in *your certificate of insurance* with a *limit of liability* and *aggregate limit of liability* of greater than zero. We accept no liability under any *insuring clause* or any Automatic Extension which applies to that *insuring clause* where a zero amount or “not taken” is shown in the *limit of liability* and *aggregate limit of liability* section of the *certificate of insurance* for that *insuring clause*.

1. Advancement of defence costs

   If we elect not to take over and conduct the investigation, defence or settlement of any *claim*, we will pay all reasonable *defence costs* associated with that *claim* as and when they are incurred provided that:

   a) we have not denied indemnity for the *claim*; and

   b) our written consent is obtained prior to you or the *insured person* incurring such *defence costs* (such consent not to be unreasonably withheld).

   We reserve the right to recover any *defence costs* paid under this Automatic Extension from you and/or an *insured person* severally according to the respective liabilities for such *defence costs*, in the event and to the extent that facts are subsequently established by judgment or other final adjudication which confirm that there was otherwise no entitlement to cover under this Section for such *defence costs*.

2. Attendance at official investigations or inquiries

   *We* will pay *defence costs* incurred with our prior consent by an *insured person* in attending any official *investigation*, examination, inquiry or other proceedings ordered or commissioned by any *official body* or institution, where the *insured person* is legally compelled by such body or institution to attend such *investigation*, examination, inquiry or proceeding and which involves an allegation of a *wrongful act* committed after the *retroactive date* and which may lead to a *claim* covered under this Section; provided always that:

   a) written notice requiring such attendance is received by the *insured person* during the *period of insurance* and is notified to us during either the *period of insurance* or the *extended notification period*; and

   b) the total amount we will pay under this Section for all *defence costs* covered pursuant to this Extension is sub-limited to $500,000 in the aggregate. This sub-limit forms part of and is not in addition to the *aggregate section limit* and the *limit of liability* and the *aggregate limit of liability* applicable to any *insuring clause* under which cover is available.

3. Civil or bail bond expenses

   *We* agree to pay on behalf of an *insured person*, civil or *bail bond expenses* incurred by an *insured person* during the *period of insurance* in connection with a *claim* that is covered under this Section; provided always that:

   the total amount we will pay under this Automatic Extension is sub-limited to $250,000 in the aggregate. This sub-limit forms part of and is not in addition to the *aggregate section limit* and the *limit of liability* and the *aggregate limit of liability* applicable to any *insuring clause* under which cover is available.

4. Continuous cover

   In the absence of fraudulent non-disclosure or misrepresentation by you or an *insured person*, we will extend cover to you or an *insured person* under this Section for liability for *loss* to the extent it would be covered but for the existence of a *known circumstance*, provided always that:

   a) we were the management liability or directors & officers liability insurers (however designated) of you and the *insured person* when you or the *insured person* first knew of such *known circumstance*;

   b) we continued without interruption to be the management liability or directors & officers liability insurers of you and the *insured person* since you or the *insured person* first knew of such *known circumstance* up until the time when this Section came into effect;

   c) we had been notified of the *known circumstance* when you or the *insured person* first knew or ought to have known of it, *you* or the *insured person* would have been covered under the policy in force at that time, but are not now covered by this Section;

   d) you and/or the *insured person* seeking indemnity under this Section would have been covered by this Section, but for the *known circumstance* exclusion; and

   e) the *claim* or *known circumstance* had not previously been notified to us or to any other insurer.

The *limit of liability* we provide under this Automatic Extension is the lesser available under the terms of the policy in force at the earlier time (as referred to in the first sub-paragraph of this clause) or that but for the *known circumstance* would apply under this Section. The terms of this Section otherwise apply and we may reduce our liability under this Section to the extent of any prejudice we suffer in connection with the failure of you or the *insured person* to notify us at an earlier date of the *known circumstance*. 
5. Court attendance costs

We agree to provide up to $500 per day for court attendance costs incurred by the insured person, if the insured person is legally compelled to attend a civil proceeding as a witness in a claim which is covered under Insuring Clause 2 – Directors and Officers Liability;

provided always that:

the total amount we will pay under this Automatic Extension is sub-limited to $100,000 in the aggregate. This sub-limit forms part of and is not in addition to the aggregate section limit and the limit of liability and the aggregate limit of liability applicable to any insuring clause under which cover is available.

6. Current outside directorships (including non-profit organisations)

Where a director or officer holds an outside directorship with your permission at the commencement of the period of insurance in any outside entity named in the certificate of insurance, or any non-profit organisation associated to the outside entity, we will extend cover to that director or officer of the outside entity or non-profit organisation under Insuring Clause 2 – Directors and Officers Liability and to you under Insuring Clause 3 – Organisation Reimbursement;

provided always that:

a) cover is not be provided for any wrongful act preceding the retroactive date shown in the certificate of insurance;

b) cover will not extend to any director or officer (by whatever name called) of the outside entity who is not also an insured person under this Section;

c) no indemnity whatsoever is available to the said outside entity or non-profit organisation under this Section;

d) the cover available by reason of this Automatic Extension shall only apply in excess of the indemnity available to the director or officer under the management liability policy (however designated) held by the non-profit organisation with another insurer covering the liability of that person; and

e) this Automatic Extension shall only apply where there is no other insurance issued by us to the said outside entity.

We will extend the indemnity granted by this Automatic Extension to any director or officer entering into such an outside directorship with your permission during the currency of the policy for an initial period being the period of sixty (60) days from the commencement date of any such appointment or until the expiry of this Section whichever is shorter; and we will maintain such coverage beyond this initial period where:

a) such outside directorship is reported to us within sixty (60) days after it is effected; and

b) we confirm continuation of the interim cover for such outside directorship, by endorsement of this Section.

7. Data reproduction expenses

We will pay any reasonable expenses, incurred by you with our written consent, to reproduce or duplicate damaged or destroyed electronic data or computer programs directly arising from any direct financial loss covered under Automatic Extension Employee Fidelity and Automatic Extension Third Party Fidelity of this Section.

If such electronic data or computer programs cannot be duplicated from other electronic data or computer programs then we will pay any reasonable expenses, incurred by you with our written consent, to purchase the replacement computer program software, or if it cannot be purchased, for the time taken for computer programmers, technical experts or consultants to restore such electronic data or computer programs to substantially the same level of operational capability existing immediately before the covered loss.

The total amount we will pay under this Automatic Extension is sub-limited to $25,000 in the aggregate. This sub-limit forms part of and is not in addition to the aggregate section limit and the limit of liability and the aggregate limit of liability applicable to any insuring clause under which cover is available. No excess shall apply to this Automatic Extension.

8. Dedicated excess limit of liability for insured person

Insuring Clause 2 – Directors and Officers Liability, Insuring Clause 3 – Organisation Reimbursement and Insuring Clause 4 – Employment Practices Liability are extended as follows:

In the event that the limit of liability and the aggregate limit of liability applicable to any insuring clause and all other indemnification available to an insured person is exhausted (including but not limited to by you or an outside entity) and any other insurance (including any policy taken out on behalf of or for the benefit of the insured person, including policies specifically excess of this Section) in respect of such loss resulting from a claim for a wrongful act, we will pay on behalf of any insured person, loss up to $1,000,000.

The aggregate limit of liability of the insurer under this Automatic Extension will not exceed during the period of insurance:

a) $1,000,000 in the aggregate for each insured person, and

b) the aggregate section limit specified in the certificate of insurance for all loss paid on behalf of all insured persons.

The cover under this Automatic Extension is in addition to, and not part of, the limit of liability under this Section. However, in respect of any sub-limit, this Automatic Extension does not operate until exhaustion of the limit of liability. No excess shall apply to this cover.

Further, we agree that this Automatic Extension cannot be cancelled by you.
9. **Deprivation of assets expenses**

We agree to extend cover under this Section by including deprivation of assets expenses arising from any claim covered by this Section; provided always that:

the total amount we will pay under this Automatic Extension is sub-limited to $20,000 in the aggregate. This sub-limit forms part of and is not in addition to the aggregate section limit and the limit of liability and the aggregate limit of liability applicable to any insuring clause under which cover is available.

10. **Directorships (non-profit organisation(s))**

We agree to extend cover under this Section by including in the definition of director and officer any director or officer who is required to hold a position in the governing body of any non-profit organisation at your request prior to or during the period of insurance;

provided always that:

a) any wrongful act giving rise to a claim occurred before the director or officer ceased holding such position;

b) cover pursuant to this Automatic Extension will not extend to any other director or officer (by whatever name called) of the non-profit organisation if they are not otherwise covered under this Section;

c) no cover whatsoever is available to the non-profit organisation under this Section;

d) for the purpose of applying Automatic Extension Insured versus Insured to the cover provided in this Automatic Extension and for no other purpose, the term you will be deemed to include the non-profit organisation; and

e) the cover available by reason of this Automatic Extension shall only apply in excess of the indemnity available to the director or officer under the management liability or directors and officers policy (however designated) held by the non-profit organisation with another insurer covering the liability of that person; and where we have issued another insurance policy to the non-profit organisation providing similar coverage allowed under this Section, this Automatic Extension shall only apply in excess of such separate coverage.

11. **Dishonesty of others**

Notwithstanding Exclusion Fraud and Dishonesty, we will extend cover to an insured person for liability for loss to the extent it would be covered under this Section provided always that:

a) the insured person seeking cover pursuant to this Automatic Extension, did not engage in, permit, knowingly assist or condone such dishonest, fraudulent, malicious or illegal act or omission;

b) the indemnity does not extend to loss of property, money, bearer bonds, coupons, stamps, bank notes, currency notes or negotiable instruments of any kind belonging to the insured person or for damage to property for which the insured person is legally responsible;

c) the loss sustained is not in consequence of any act or omission occurring after the insured person seeking cover pursuant to this Automatic Extension acquired reasonable cause for suspicion of dishonest, fraudulent, malicious or illegal conduct on the part of the defaulting insured person concerned and had the opportunity to act on the available information; and

d) indemnity is not provided to the insured person which committed the dishonest, fraudulent, malicious or illegal conduct.

12. **Emergency defence costs**

If it is not possible for you to obtain our consent prior to incurring defence costs for a claim covered under this Section, we will waive prior consent provided our consent is obtained within thirty (30) days of the first of such defence costs being incurred;

provided always that:

the total amount we will pay under this Automatic Extension is $100,000 in the aggregate. This sub-limit forms part of and is not in addition to the aggregate section limit and the limit of liability and the aggregate limit of liability applicable to any insuring clause under which cover is available.

13. **Employee fidelity**

We will indemnify you for liability for any direct financial loss by an employee committing a dishonest act against you, first discovered during the period of insurance;

provided always that:

the total amount we will pay under this Automatic Extension shall not exceed the amount of the Employee Fidelity & Third Party Fidelity sub-limit specified in the certificate of insurance. This sub-limit forms part of and is not in addition to the aggregate section limit and the limit of liability and the aggregate limit of liability applicable to any insuring clause under which cover is available.

14. **Estates and legal representatives**

The estates, heirs or legal representatives of any deceased or incompetent insured person shall be indemnified in respect of liabilities of that insured person covered by this Section provided always that any such indemnity shall be subject to all the terms and conditions of this Section in so far as they are applicable.
15. Extended claim and reporting period

If we refuse at expiry of this insurance to offer any renewal terms and conditions, you and any insured person, shall jointly (but not separately) have the right to request prior to the expiry of the period of insurance and upon payment of an amount equal to the total expiring annual premium stated in the certificate of insurance an endorsement to this Section providing for:

a) an extension of the extended notification period to a period being the period of twelve (12) months immediately following the expiry of the period of insurance; and

b) any claim made and reported to us during this endorsed extended notification period being deemed to have been made and reported to us immediately prior to the expiry of the period of insurance provided that the claim arises out of a wrongful act, trustee responsibility breach or employment practice breach which occurred prior to the expiry of the period of insurance and there is no cover for any claim arising out of a wrongful act, trustee responsibility breach or employment practice breach which occurred after the expiry of the period of insurance.

16. Fidelity investigation expenses

We will pay any reasonable expenses incurred by you with our written consent for the purposes of establishing the existence and amount of the direct financial loss covered under Automatic Extension Employee Fidelity and Automatic Extension Third Party Fidelity of this Section.

For sake of clarity reasonable costs payable under this Automatic Extension shall not include wages, salaries, time defence costs or other remuneration of any insured person, or the time or expenses incurred by your clients.

The total amount we will pay under this Automatic Extension is sub-limited to $25,000 in the aggregate. This sub-limit forms part of and is not in addition to the aggregate section limit and the limit of liability and the aggregate limit of liability applicable to any insuring clause under which cover is available. No excess shall apply to this Automatic Extension.

17. Free legal consultation

During the period of insurance you are entitled to up to two (2) hours free legal advice from the appointed firm and nominated practitioner as prescribed by us, on any matter relating to your professional operations.

This Automatic Extension is subject to the following:

a) the legal advice will be of a general nature;

b) any unused hours or consultations cannot be aggregated from one period of insurance to another;

c) we reserve the right to change the appointed firm or nominated practitioner at any time. These changes will be notified to you upon request;

d) you may not seek legal advice on this Section or other indemnity issues concerning insurance policies issued by us under this Automatic Extension.

18. Identity fraud expenses

We will pay any reasonable identity fraud expenses incurred by you with our written consent if any party other than you enters into any agreement with any third party fraudulently representing themselves as you.

The total amount we will pay under this Automatic Extension is sub-limited to $25,000 in the aggregate. This sub-limit forms part of and is not in addition to the aggregate section limit and the limit of liability and the aggregate limit of liability applicable to any insuring clause under which cover is available. No excess shall apply to this Automatic Extension.

19. Insured versus insured cover

Notwithstanding Exclusion Insured versus Insured, we will extend cover otherwise available under this Section to any individual director or officer in respect of the following:

a) a claim for contribution or indemnity by another director or officer in respect of a liability for loss which is covered under Insuring Clause 2 – Directors and Officers Liability of this Section;

b) a claim for contribution or indemnity by another trustee in respect of a liability for loss which is covered under Insuring Clause 5 – Trustees Liability of this Section;

c) any shareholder derivative action brought or maintained in his/her/its own right or on your behalf, provided the shareholder was not a director, officer or a trustee at the time of any wrongful act or trustee responsibility breach;

d) any derivative action brought or maintained by a liquidator, administrator, receiver or administrative receiver on your behalf;

e) any claim brought against the director, officer or trustee by any regulatory authority of competent jurisdiction on your behalf; or

f) a claim brought or maintained against the director, officer or trustee by another director, officer or trustee alleging an employment practice breach or discrimination, harassment or defamation but only if such conduct occurred in the performance of their duties as a director, officer or trustee;

provided always that:

a) the person or organisation bringing, making or controlling the claim acts without any prior direct or indirect solicitation or enticement of or with any other director or officer under this Section (other than co-operation legally required by any statutory or regulatory authority);
b) the claim is not brought about by or contributed to by and does not involve industrial disputes (whether between you and your employees or their union or otherwise), strike, picket, lock out, go slow or work to rule;

c) the claim does not arise from any act or omission in respect of which liability for loss is covered by under another insuring clause or Automatic Extension of this Section;

d) the claim does not arise as a result of any act or omission the subject of an Exclusion in this Section; and

e) a claim by reason of an employment practice breach is subject to the limit of liability for Insuring Clause 4 – Employment Practices Liability stated in the certificate of insurance.

20. Joint venture cover

We agree to extend cover under this Section to an insured person in respect of any claim made against that insured person arising from any joint venture but cover shall not extend to any claim brought by or on behalf of any party to the joint venture or any organisation or trust established to conduct, control or manage such joint venture.

21. Mitigation costs

We will pay mitigation costs reasonably incurred by you;

provided always that:

the total amount we will pay under this Section for any mitigation costs covered pursuant to this Extension is sub-limited to $100,000 in the aggregate. This sub-limit forms part of and is not in addition to the aggregate section limit and the limit of liability and the aggregate limit of liability applicable to any insuring clause under which cover is available.

22. Occupational health and safety

Notwithstanding Exclusion Personal Injury and Property Damage, where you or a director or any officer are legally compelled by written notice received during the period of insurance, to attend any official investigation, examination, inquiry or other proceedings ordered or commissioned by any official body or institution alleging a breach of occupational health & safety laws of any State or Territory of Australia; we agree to extend cover for any defence costs reasonably and necessarily incurred, with our prior written consent;

provided always that:

a) this Automatic Extension does not provide cover for any criminal fines, any claim for compensation by an employee or any liability for a loss in respect of a claim otherwise excluded by this Section; and

b) the total amount we will pay under this Automatic Extension $1,000,000 in the aggregate. This sub-limit forms part of and is not in addition to the aggregate section limit and the limit of liability and the aggregate limit of liability applicable to any insuring clause under which cover is available.

23. Personal Injury Cover For Trustees

Notwithstanding Exclusion Personal Injury and Property Damage, Insuring Clause 5 – Trustees Liability extends to cover liabilities for personal injury incurred by a trustee including involuntary defamation, libel or slander in the course of the administration of the trust; provided always that:

a) this cover has not been provided by a general public and products liability insurance policy purchased by the trustee; and

b) the total amount we will pay under this Automatic Extension is sub-limited to $1,000,000 in the aggregate. This sub-limit forms part of and is not in addition to the aggregate section limit and the limit of liability and the aggregate limit of liability applicable to any insuring clause under which cover is available.

24. Pollution defence costs

Notwithstanding Exclusion Pollution, we will extend cover to include defence costs incurred in respect of any claim against you or any director or officer arising out of the discharge, dispersal, release or escape of pollutants in the course of your operations that would otherwise be covered by this Section;

provided always that:

a) the total amount we will pay under this Automatic Extension is $1,000,000 in the aggregate. This sub-limit forms part of and is not in addition to the aggregate section limit and the limit of liability and the aggregate limit of liability applicable to any insuring clause under which cover is available; and

b) cover is not provided for any pollution occurring in the United States of America, the Dominion of Canada or the Territories or Protectorates of those Countries.

25. Preservation of indemnity

If an insured person is not able to obtain payment pursuant to a lawful right of indemnity from an organisation insured under this Section by reason only of the organisation having been placed in liquidation and such payment is in respect of a liability for loss that would otherwise be covered by Insuring Clause 2 – Directors and Officers Liability, then we will extend cover under Insuring Clause 2 – Directors and Officers Liability to that insured person, provided the burden of furnishing satisfactory proof to obtain the benefit of this Automatic Extension shall rest entirely with the insured person.
26. Reinstatement in the event of a recovery

Any amounts recovered by us (net of our reasonable expenses associated with such recovery) following a paid claim under this Section shall proportionally reduce the impairment of the limit of liability.

27. Retirement cover for insured persons

If you do not renew this Section or do not replace it with any other insurance providing coverage similar to that provided under Insuring Clause 2 – Directors and Officers Liability and do not purchase an extension to the extended notification period pursuant to Automatic Extension Extended Claim and Reporting Period, then any insured person who retired from all employment or office prior to expiry of the period of insurance shall but only in respect of a claim against them be entitled under this Automatic Extension to:

a) an extension of the extended notification period to a period being the period of 84 months immediately following the expiry of the period of insurance; and

b) any such claim made and reported to us during this extended extended notification period shall be deemed to have been made and reported to us immediately prior to the expiry of the period of insurance provided always that the claim arises out of a wrongful act, or employment practice breach which occurred prior to the date of their retirement and there is no cover for any claim arising out of a wrongful act, or employment practice breach which occurred after the date of their retirement.

This Automatic Extension confers no entitlement or benefit on you or any other insured person.

28. Run-off after merger or consolidation

If you merge or are consolidated with or become the subsidiary of another incorporated organisation, or sell all or substantially all your assets to another incorporated organisation, the you and all insured persons shall have jointly (but not separately) the option to:

a) an extension of the extended notification period to a period being period of twelve (12) months immediately following the expiry of the period of insurance; and

b) any such claim made and reported to us during this extended extended notification period shall be deemed to have been made and reported to us immediately prior to the expiry of the period of insurance provided always that the claim arises out of a wrongful act, or employment practice breach which occurred prior to the date of such merger, consolidation or sale and there is no cover for any claim arising out of a wrongful act, or employment practice breach which occurred after the date of such merger, consolidation or sale.

provided always that:

a) the right to this Automatic Extension is exercised in writing prior to the expiry of the period of insurance;

b) there has been and is no known circumstance or claim against you or any insured person to which this Section may respond;

c) you agree to pay each year the premium we require; and

d) in the event this Automatic Extension is exercised, Automatic Extension Extended Claim and Reporting Period will not apply.

29. Run-off cover for outside directorships

In the event that an insured person ceases to act as an outside director of an outside entity (as defined within this Section) at any time prior to or during the period of insurance, then this Section shall continue to apply with respect to any claim first made against such insured person during the period of insurance or the extended notification period (if applicable); provided always that:

a) cover is only provided with respect to any wrongful act or employment practice breach committed prior to the date such person ceased to be an outside director of such outside entity and committed during the time such person was an outside director of such outside entity; and

b) cover is not provided for any wrongful act or employment practice breach preceding the retroactive date shown in the certificate of insurance.

30. Run-off cover for subsidiary organisations

In the event that a subsidiary organisation ceases to be a subsidiary organisation during the period of insurance, then this Section shall continue to apply with respect to any claim made against such subsidiary organisation and any insured person during the period of insurance or the extended notification period (if applicable); provided always that:

a) cover is only provided in respect of any wrongful act or employment practice breach committed prior to the date such entity ceased to be a subsidiary organisation and committed during the time such entity was a subsidiary organisation;

b) cover is only provided for any direct financial loss resulting from dishonest acts committed prior to the date such entity ceased to be a subsidiary organisation and committed during the time such entity was a subsidiary organisation or otherwise covered by this Section; and

c) cover is not provided for any wrongful act or employment practice breach preceding the retroactive date shown in the certificate of insurance.
31. Spousal liability cover

We agree to pay on behalf of the lawful spouse of an insured person their liability for all loss as a result of an alleged wrongful act; provided always that we shall only indemnify the spouse in respect of loss:

a) arising from a claim made against the lawful spouse only because he or she is the lawful spouse of the insured person;

b) which is not brought by reason of the lawful spouse being knowingly or recklessly party to or involved in any wrongful act; and

c) relating to property either jointly held by the insured person and his or her lawful spouse, or transferred by that insured person to his or her lawful spouse for legitimate purposes only.

Where a conflict arises between this Automatic Extension and Exclusion Insured versus Insured of this Section, the provisions of this Automatic Extension shall prevail.

32. Tax audit

We will refund you for professional fees incurred by you following completion of a tax audit and/or in connection with such tax audit commenced or completion of a tax audit and notified to us during the period of insurance, provided you:

a) lodged any taxation and other returns for the period that is the subject of the tax audit and have paid all taxes within ninety (90) day of the time limits prescribed by relevant legislation, or if an extension is granted by the Commissioner of Taxation, within the further period granted; and

b) have made full and complete declarations of all relevant liabilities, income and capital gains derived by you and of all Commonwealth, State or Territory taxation liabilities due to be paid or remitted by you during the audited period, and all deductions including capital losses or other amounts claimed by you in respect of the same period; and

c) respond to letters, requests and enquiries from the auditor within a reasonable time.

For the purpose of this Automatic Extension, the tax audit commences at the time you or your accountant or other financial adviser, registered tax agent or legal adviser first receive notice that an auditor proposes to conduct a tax audit and is completed at the earlier of when either:

a) the auditor has given written notice to that effect; or

b) the auditor notifies you that it has made a concluded decision; or

c) the auditor has issued an assessment or an amended assessment of your returns; or

d) in the absence of any of the above, where you declare in writing that such a tax audit has been concluded.

The total amount we will pay under this Automatic Extension is sub-limited to amount specified in the schedule. This sub-limit forms part of and is not in addition to the aggregate section limit and the limit of liability and the aggregate limit of liability applicable to any insuring clause under which cover is available. No excess shall apply to this Automatic Extension.

33. Third party discrimination and sexual harassment

We will indemnify you or an insured person for liability for loss arising out of any third party claim alleging any third party discrimination or third party sexual harassment, which third party claim is first made against you or an insured person during the period of insurance and notified to us during either the period of insurance or the extended notification period; provided always that:

the total amount we will pay under this Automatic Extension is to $1,000,000 in the aggregate. This sub-limit forms part of and is not in addition to the aggregate section limit and the limit of liability and the aggregate limit of liability applicable to any insuring clause under which cover is available. This Section excess applicable to Insuring Clause 4 – Employment Practices Liability will apply for any claim made under this Automatic Extension.

34. Third party fidelity

We will indemnify you for liability for any direct financial loss by a third party committing a dishonest act against you, first discovered during the period of insurance; provided always that:

the total amount we will pay under this Automatic Extension and Automatic Extension Employee Fidelity shall not exceed the amount of the Employee Fidelity and Third Party Fidelity sub-limit specified in the certificate of insurance. This sub-limit forms part of and is not in addition to the aggregate section limit and the limit of liability and the aggregate limit of liability applicable to any insuring clause under which cover is available.

For the purposes of this Automatic Extension, third party may include a volunteer.

35. Waiver of excess

No excess shall apply or we agree to reimburse an insured person for any payments made within the excess, in relation to a claim where final judgement is obtained and no insured person is liable in respect of that claim provided always that this Automatic Extension does not apply to any claim that is settled prior to such final judgement being obtained.
Specific Conditions applicable to Management Liability Section

Excess

1. If in respect of any one or more insuring clause and Automatic Extension an excess is shown in the certificate of insurance then subject to all of the terms and conditions of this Section including the applicable limit of liability, aggregate limit of liability and aggregate section limit we shall only be liable for amounts otherwise covered by this Section exceeding that excess.

2. Should any one wrongful act, trustee responsibility breach or employment practice breach result in more than one claim being made against you or an insured person only one excess will apply. This excess will be the highest of any excess noted in the certificate of insurance which applies to any relevant insuring clause or Automatic Extension under which cover is available in respect of those claims.

3. With respect to Automatic Extension Employee Fidelity, Automatic Extension Third Party Fidelity and Automatic Extension Fidelity Investigation Expenses, a series of related, repeated or continuous dishonest acts shall be treated as giving rise to a single direct financial loss and, as such, a single excess is payable.

4. In the event of a claim being based on separate, different or additional wrongful acts, trustee responsibility breaches or employment practice breaches then the applicable excess shall apply in respect of each wrongful act, trustee responsibility breach or employment practice breach.

5. Defence costs are subject to the excess applicable to each selected insuring clause or Automatic Extension under which they are otherwise covered.

6. All claims arising from:
   a) a single wrongful act, trustee responsibility breach or employment practice breach by you or an insured person;
   b) multiple but interrelated wrongful acts, trustee responsibility breaches or employment practice breaches by you or an insured person; or
   c) wrongful acts, trustee responsibility breaches or employment practice breaches by you or an insured person which arise from the same or a related source;

   shall be deemed one claim and such claim shall be deemed to have been made at the time when the earliest of the claims was first made against you or an insured person.

7. You will be responsible for the first 20% of each crisis loss in respect of Insuring Clause 8 – Organisation Crisis Cover, such amount not exceeding $5,000 or such other maximum excess for this coverage as shown in the certificate of insurance. All interrelated crises shall be deemed as one and the same crisis and also deemed to have occurred at the earliest time of the first crisis.

Geographic limits

Except for claims arising under Insuring Clause 4 – Employment Practices, Insuring Clause 6 – Statutory Liability, Automatic Extension Employee Fidelity, and Automatic Extension Third Party Fidelity, the indemnity provided by this Section shall apply to wrongful acts occurring anywhere in the world;

provided always that indemnity does not extend to:
   a) actions brought in or determined pursuant to the law of, the United States of America or the Dominion of Canada, or their Territories or Protectorates;
   b) any claim arising out of the enforcement of judgments, orders or awards obtained in or determined pursuant to the laws of the United States of America or the Dominion of Canada, or their Territories or Protectorates; or
   c) any country where you are required by the law of that country to have in force a local policy of insurance covering liability arising from any such wrongful acts.

For claims arising under Insuring Clause 4 – Employment Practices, Insuring Clause 6 – Statutory Liability, Automatic Extension Employee Fidelity and Automatic Extension Third Party Fidelity, cover is restricted to wrongful acts, employment practices breaches and direct financial losses occurring within Australia.

Merger or consolidation

If you merge or are consolidated with or become the subsidiary company of another entity during the period of insurance, we will continue to provide the indemnities available under this Section to you, your subsidiary companies and insured persons, until the expiry of the period of insurance or prior cancellation of this Section in respect of wrongful acts preceding the time of such merger, consolidation or acquisition.

Settlement of claims, co-operation and conduct of proceedings

You must not make any admission of liability, offer, and promise of payment, take any action that may be considered to be an admission of liability, settle or repudiate a claim or incur any costs and expenses without our prior written consent, such consent which cannot be unreasonably withheld.

We will have full discretion in the conduct and defence, in your name and on your behalf (including to take over and conduct), of any proceedings in connection with, and in the settlement of any claim and you shall give all such information and assistance as we may require.

You must immediately give all such information and assistance to us as we may reasonably require to enable us to investigate and to defend the claim and/or to enable us to determine our liability under this Section.
We may take whatever action that we consider appropriate in respect of the claim against you and such action by us will not be regarded in any way prejudicing our position under this Section and no admission of the entitlement to indemnity under this Section shall be implied.

We will be entitled to attend any investigation or fatal accident inquiry in respect of which there may arise any liability under this Section.

Notification of direct financial loss

You, as a condition precedent to our obligations under this Section, give written notice to us of any direct financial loss as soon as practicable within the period of insurance, or within the discovery period if applicable, but in any event not later than sixty (60) days after any direct financial loss is first discovered. You may offer a comparison between your inventory records and actual physical counts of its inventory to prove the amount of loss only where you establish that, wholly apart from such comparison, you have sustained a covered loss caused by an employee.

You must, at your own cost, also:

a) provide us with affirmative proof of the direct financial loss with full particulars within six (6) months of the direct financial loss being first discovered, and

b) provide us with all requested information and documents and co-operate with us in all matters pertaining to the direct financial loss.

Basis of valuation of direct financial loss

For any direct financial loss covered under this Section, we are not liable for more than:

a) the actual market value of securities and money at the close of business on the day the direct financial loss was first discovered (determined by the value published in the Australian Financial Review), or the actual cost of replacing securities and money, whichever is less;

b) the actual cash value of other property (not referred to in (a) above) at the close of business on the day the direct financial loss was first discovered, or the actual cost of replacing the property of like quality or value, whichever is less;

c) the cost of blank books, blank pages or other materials plus the cost of labour and computer time for the actual transcription or copying of data furnished by you in order to reproduce books of account and other records.

Settlement of direct financial loss

If you notify us of a direct financial loss and we accept the notification under this Section, subject to your compliance with Exclusion Known Circumstances or Prior Acts applicable to Part C, a loss adjustor will be appointed by us to establish proof of any element or part of the direct financial loss not yet accepted by us.

The loss adjustor shall:

a) investigate the facts behind such unproven direct financial loss; and

b) determine the quantum of such unproven direct financial loss, and

c) advise when and how your controls were or may have been breached; and

d) provide recommendations which may prevent future similar direct financial loss; and

e) issue their findings in a report format approved by us; and

f) provide a copy of the report to you and to us.

The report of the loss adjustor will not be binding and definitive as to the facts and quantum of such unproven direct financial loss.

We will pay for the reasonable and necessary fees, costs and expenses of the loss adjustor provided the unproven direct financial loss is ultimately determined to be covered under this Section. If that part of the direct financial loss is determined not to be covered under this Section, you will pay the said fees, costs and expenses of the loss adjustor.

Any amount of the loss adjusting fees paid by us under this Section of the policy will be paid in addition to the limit of liability, and will not be the subject of any excess.