



Protecting and supporting your community



# Commercial Property Owners Insurance

Product Disclosure Statement  
and Policy Wording

# Table of Contents

<b>About Ansvar</b>	<b>4</b>		
<b>Insurance from one of Australia's leading specialist insurers</b>	<b>4</b>		
About Ansvar	4		
Our approach	4		
Supporting our community	4		
Contact us	4		
<b>Important information</b>	<b>5</b>		
About this Product Disclosure Statement	5		
Changes to the PDS	5		
Cooling off period	5		
Significant features and benefits	5		
Act of Terrorism	6		
Costs	7		
Excess	7		
Code of Practice and Privacy Act	7		
Complaints and disputes	7		
Critical documents	8		
Your duty of disclosure	8		
Goods and Services Tax	8		
Financial Claims Scheme	8		
<b>The contract between you and Ansvar Insurance</b>	<b>9</b>		
<b>General Definitions applicable to all Sections of the policy</b>	<b>9</b>		
<b>General Exclusions applicable to all Sections of the policy</b>	<b>12</b>		
<b>General Conditions applicable to all Sections of the policy</b>	<b>13</b>		
Additional parties	13		
Advancement of defence costs	14		
Allocation of costs	14		
Authorisation clause	14		
Automatic reinstatement of limit of liability or sum insured	14		
Cancellation	14		
Changes	14		
Claims preparation costs	15		
Credit Provider's right	15		
Excess	15		
Goods and Services Tax	15		
Headings	15		
Governing law and jurisdiction	15		
Limit of liability	15		
Monthly instalments	16		
Notices	16		
Payment of rewards	16		
		Precautions by insured	16
		Service of legal process	16
		Spouse, estate and legal representatives	16
		Third party interests	16
		Unoccupied and/or unused location(s)	16
		Waiver of rights	17
		<b>Claim Conditions applicable to all Sections of the policy</b>	<b>17</b>
		Your responsibility when making a claim	17
		Conduct of claims	17
		Letters of demand, other proceedings	18
		Allocation of Subrogation Proceeds	18
		Fraudulent claims	18
		<b>Part A: Property and Income Protection</b>	<b>19</b>
		<b>Property Protection Section</b>	<b>19</b>
		Specific Definitions applicable to Property Protection Section	19
		What is covered	19
		What damage is not covered	19
		What property is not covered	21
		How much we will pay	21
		Basis of settlement – what we will pay	22
		Extensions	25
		Further Extensions	26
		Specific Condition applicable to Property Protection Section	29
		<b>Breakdown of Mechanical and Electronic Equipment Section</b>	<b>29</b>
		Specific Definitions applicable to Breakdown of Mechanical and Electronic Equipment Section	29
		Specific Conditions applicable to Breakdown of Mechanical and Electronic Equipment Section	29
		Cover A – Breakdown of Mechanical Equipment	30
		What is covered	30
		What is not covered	30
		Basis of settlement – what we will pay	32
		Optional Extension	32
		Cover B – Breakdown of Electronic Equipment	33
		What is covered	33
		What is not covered	33
		Basis of settlement – what we will pay	33
		Optional Extensions	34
		<b>Money Section</b>	<b>34</b>
		Specific Definitions	34
		What is covered	35
		What is not covered	35

Basis of settlement – what we will pay	35
Extensions	35
<b>Theft Section</b>	<b>36</b>
Specific Definitions	36
What is covered	36
What loss or damage is not covered	36
What property is not covered	36
Basis of settlement – what we will pay	37
Extensions	37
Further Extensions	38
<b>Income Protection Section</b>	<b>38</b>
Specific Definitions applicable to Income Protection Section	38
What is covered	39
What loss of income is not covered	39
How much we will pay	39
Basis of settlement – what we will pay	39
Extensions	40
Optional Extensions	41
Specific Condition applicable to Income Protection Section	41
<b>Part B: General Liability</b>	<b>42</b>
Specific Definitions applicable to Part B: General Liability	42
<b>General Public and Products Liability Section</b>	<b>42</b>
What is covered	42
What is not covered	43
How much we will pay	47
Optional Extensions	48
<b>Part C: Tax Audit</b>	<b>49</b>
<b>Tax Audit Section</b>	<b>49</b>
Specific Definitions applicable to Tax Audit Section	49
What is covered	49
What is not covered	50

# About Ansvar

## Insurance from one of Australia's leading specialist insurers

Our Commercial Property Owners Insurance Policy has been specifically designed to protect your property against damage, and loss of income as a result of damage to your property. It also includes options to cover your Public Liability in relation to ownership of commercial property, costs incurred in relation to tax audits, and legal costs incurred in defending Occupational Health and Safety penalties issued in relation to an occurrence under the policy.

### 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.

### 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 Insurance), ABN 21 007 216 506, is the issuer of this insurance policy. The registered office of Ansvar Insurance is Level 5, 1 Southbank Boulevard, Southbank, Victoria. The Ansvar Insurance 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](mailto:insure@ansvar.com.au)

Website: [www.ansvar.com.au](http://www.ansvar.com.au)

# Important information

## 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 Commercial Property Owners Insurance Policy.

### 2. The Contract between you and Ansvar Insurance

Details what your policy covers, what your policy doesn't cover, and the terms and conditions of your Commercial Property Owners Insurance Policy.

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

The Commercial Property Owners 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 prepared in April 2017 and updated in August 2020 .

## 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](http://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 Insurance 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 seven Sections. You must select the Property Insurance Section, and you may also select the additional 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).

Cover Available	Summary of cover	Additional Benefits
<b>PART A: PROPERTY AND INCOME</b>		
Property Insurance Section	<p>This Section covers you for accidental damage to your insured property at the declared location(s).</p> <p>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.</p>	<p>We also provide cover for:</p> <ul style="list-style-type: none"><li>• Accidental glass breakage</li><li>• Buildings of architectural or historic interest</li><li>• Catastrophe escalation costs</li><li>• Contents temporarily removed from the location</li><li>• Discharge of mortgage costs</li><li>• External fixtures and fittings including landscaping</li><li>• Flood</li><li>• Personal effects</li><li>• Property in the open air</li><li>• Temporary protection</li></ul>

Cover Available	Summary of cover	Additional Benefits
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: <ul style="list-style-type: none"> <li>• Deterioration of refrigerated goods</li> <li>• Data medial material and records</li> <li>• Increase in cost of working</li> </ul>
Money Section	This Section covers you for loss of money which occurs during the period of insurance.	We also provide cover for: <ul style="list-style-type: none"> <li>• Clothing and personal effects</li> <li>• Funeral expenses</li> <li>• Replacement of safes, locks and keys</li> </ul>
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: <ul style="list-style-type: none"> <li>• Clothing and personal effects</li> <li>• Funeral expenses</li> <li>• Metered water</li> <li>• Replacement of safes, locks and keys</li> </ul>
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 Section, Money Section and/or Theft Section in order for a claim to be triggered under this Section.	We also provide cover for: <ul style="list-style-type: none"> <li>• Access prevention</li> <li>• Additional accounting and other professional costs</li> <li>• Additional increase in cost of working</li> <li>• Additional severance pay</li> <li>• Book debts</li> <li>• Catastrophe escalation costs</li> <li>• Claims preparation costs</li> <li>• Fines and penalties</li> <li>• Property in the vicinity</li> </ul>
<b>PART B: GENERAL LIABILITY</b>		
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: <ul style="list-style-type: none"> <li>• Legal costs for Occupational Health and Safety Breaches</li> <li>• Public relations expenses</li> <li>• Trauma counselling costs</li> </ul>
<b>PART C: TAX AUDIT</b>		
Tax Audit Section	This section covers you for the cost of a professional engaged with our consent incurred by you in connection with a tax audit commenced during the policy period.	

## 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](http://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.

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

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/](http://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](mailto: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](http://www.afca.org.au)

Phone: 1800 931 678

Email: [info@afca.org.au](mailto: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:

- a) this document;
- b) your current Certificate of insurance;
- c) 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:

- a) by you in relation to premiums;
- b) by us in relation to claims.

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.

## 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 Insurance

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 of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- 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, 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 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**.

**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 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 but excluding glass forming part of **stock** or merchandise.

**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**.

**landscaping** means decorative trees, shrubs, plants and rockwork.

**liability claims** means **claims** which are lodged against any Section of Part B: General Public and Products 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.

**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.

**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 ownership of commercial premises and any other activities specified in the **certificate of insurance** and includes:

- a) the provision by **you** of catering, social or welfare facilities and first aid services for **your employees**;
- b) 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;
- c) the repair or maintenance of commercial **location(s)** belonging to **you** or for which **you** are responsible;
- d) 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.

**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**.

**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.

**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.

**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.

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. Disease

Any highly pathogenic avian or animal influenza in humans, or disease determined to be a 'listed human disease' under the Biosecurity Act 2015 (Cth) as amended from time to time or any disease that is determined, listed or otherwise specified in an equivalent manner under any legislation that either replaces the Biosecurity Act 2015 or has an equivalent object or objects.

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.

**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: Tax Audit; or
  - c) 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 Part C: 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, 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:

- 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
- 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:

- General Public and Products Liability Section for legal liability arising out of **your products**;
- Part C: Tax Audit; 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 and Theft of Insured Property 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, **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. 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. 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.
6. 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 **caused by** any of the circumstances referred to in this Exclusion.
7. **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.
8. cessation of work or **your operations** whether total or partial as a result of strikes, labour disturbances or locked out workers.
9. kidnapping, threat, hoax or extortion or the attempt thereof but not **damage to insured property** otherwise covered under this **policy** (and not otherwise excluded).
10. hydrostatic pressure to swimming pools or similar structures.
11. 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.
12. 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.
13. **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.
14. 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. 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.
13. **money**.
14. 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:

- a) pay **you** the value of the **insured property** at the time of its destruction; or
  - b) pay **you** the amount of the **damage**; or
  - c) pay **you** the cost to reinstate or repair the **damaged insured property** to the same (not better) condition existing at the time when the **damage** occurred; or
  - d) reinstate or replace the **damaged insured 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 *insured property* covered by this Section:

<i>We</i> will pay for:	<i>We</i> will not pay:
<p><b>1. Rebuilding, replacement or repair</b></p> <p>a) the cost to dismantle, demolish and rebuild, replace or repair any <b>damaged insured property</b> to the same condition as when it was new.</p> <p>b) <i>You</i> can rebuild a <b>building</b> or replace the <b>damaged insured property</b> on another site and in a manner suitable to <i>you</i>.</p> <p><i>You</i> must commence to rebuild, replace or repair within a reasonable time of the loss or <b>damage</b> after <i>we</i> give consent. If <i>you</i> do not, <i>we</i> 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.</p>	<p>a) for any additional costs in rebuilding at another site;</p> <p>b) if <i>you</i> unreasonably delay in commencing and completing rebuilding, replacing or repairing the <b>damaged insured property</b>, more than the cost that would have been incurred if <i>you</i> had not caused such delay;</p> <p>c) in respect of items of <b>insured property</b> that have fallen into disuse by <i>you</i> or are no longer manufactured, more than the <b>indemnity value</b>;</p> <p>d) in respect of <b>insured property</b> 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;</p> <p>e) in respect of items of <b>insured property</b> that form part of a pair or set, more than the value of the part of the pair or set which is <b>damaged</b>, 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.</p>
<p><b>2. Extra costs of reinstatement</b></p> <p>a) extra costs of reinstatement incurred by <i>you</i> (including any required demolition or dismantling of the <b>insured property</b> to comply with the requirements of any Act of Parliament or regulation or by-law of any municipal or other statutory authority imposed after the <b>damage</b>, including orders in relation to undamaged portions of the <b>building</b> or premises at the <b>location</b></p> <p>b) extra costs incurred by <i>you</i> if <i>you</i> choose to repair or replace <b>damaged insured property</b> with more environmentally friendly technology, products or materials that improve the energy and water efficiency of the <b>insured property</b>.</p>	<p>a) any extra costs of reinstatement if <i>you</i> were required to and did not comply with any <b>Act of Parliament</b> or regulation or by-law of any municipal or other statutory authority (including demolition or dismantling of the <b>insured property</b>) prior to the <b>damage to insured property</b> occurring;</p> <p>b) more than 20% of the <b>declared value</b> of the <b>damaged insured property</b> at the <b>location(s)</b> where <b>damage</b> occurs or the amount shown in <i>your certificate of insurance</i>.</p>
<p><b>3. Fees and costs</b></p> <p>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 <b>damaged insured property</b>.</p>	<p>a) for costs, fees and salaries incurred by <i>you</i> in preparing a <b>claim</b> under this Section.</p>
<p><b>4. Floor space ratio index</b></p> <p>a) when the cost of reinstatement is more than 50% of the <b>replacement value</b> of the entire <b>building</b> and reinstatement is only permissible subject to a reduced floor space ratio index, then <i>we</i> will also pay:</p> <p>i) the cost of reinstatement that would have been incurred had a reduced floor space ratio index not been applicable; less</p> <p>ii) the actual incurred cost of reinstatement in accordance with the reduced floor space ratio index.</p> <p>The above amounts shall include the additional costs incurred to meet the requirements of any Act of Parliament or regulation or by-law of any municipal or other statutory authority as described in Extra costs of reinstatement.</p>	<p>a) more than 15% of the <b>declared value</b> of each specified <b>building</b> at the <b>location</b> where <b>damage</b> occurs, unless a different amount is shown in <i>your certificate of insurance</i>.</p>



<b>We will pay for:</b>	<b>We will not pay:</b>
<p><b>5. Loss of land value</b></p> <p>a) when there is loss of land value following insured <b>damage</b> to <b>insured property</b> due to the requirements of any Act of Parliament or regulation or by-law of any municipal or other statutory authority, <b>we</b> will also pay the difference between the value of the land just before the <b>damage</b> occurred and the value of the land just after the <b>damage</b> occurred, less any amount that <b>you</b> receive as compensation for the loss.</p>	<p>a) more than the <b>limit of liability</b> including these costs and expenses.</p>
<p><b>6. Removal of debris</b></p> <p>a) the cost to remove, store and/or dispose of debris;</p> <p>b) the cost to demolish, dismantle, shore up, prop up, underpin or carry out other temporary repairs;</p> <p>c) the cost to clean up the <b>location</b> and any other location where <b>you</b> are legally required to remove debris from or clean up, provided <b>you</b> do not own property there and <b>your</b> liability does not arise from an agreement made after the commencement of the <b>period of insurance</b> unless <b>you</b> were otherwise liable at law for these costs.</p>	<p>a) more than 20% of the <b>total declared values</b> for the <b>insured property</b> at the <b>location(s)</b> or \$500,000, whichever is the lesser, unless a different percentage or amount is shown in the <b>certificate of insurance</b> for this Extension for any one event.</p>
<p><b>7. Buildings of architectural or historic interest</b></p> <p>a) the cost to rebuild, replace or repair any <b>damaged buildings</b> 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 <b>building</b> is heritage listed.</p> <p>b) if <b>you</b> are not required to comply with standards imposed by any lawful heritage protection authority, <b>you</b> shall have the option to use:</p> <p>i) modern design, current construction methods and available and/or modern materials resulting in a modern appearance;</p> <p>ii) modern design, current construction methods and available and/or modern materials resulting in an original appearance; or</p> <p>iii) modern design, current construction methods and original materials if available, resulting in an original appearance.</p>	<p>a) more than the cost necessary to rebuild, replace or repair any such <b>building</b> to a reasonably equivalent appearance and capacity using original design and suitable modern equivalent materials if the original materials are not available.</p>
<p><b>8. Collections, trophies, curios, works of art, pictures, antiques</b></p> <p>a) where the <b>damaged</b> 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;</p> <p>b) where the <b>insured property</b> is physically lost or destroyed and can be replaced, the cost of replacement;</p> <p>c) where the <b>insured property</b> is physically lost or destroyed and cannot be replaced, the higher of the market value immediately prior to the occurrence of the <b>damage</b> or loss and the value as evidenced by a recent valuation.</p>	<p>a) more than the market value of such <b>insured property</b> immediately prior to the occurrence of the <b>damage</b>; or</p> <p>b) if <b>you</b> provide written evidence of a professional valuation not older than 3 years at the date of <b>damage</b>, the amount of that valuation; or</p> <p>c) more than \$5,000 any one item, set or collection, or the amount shown in <b>your certificate of insurance</b> for such <b>insured property</b>.</p>
<p><b>9. Expediting expenses</b></p> <p>a) the costs and expenses incurred by <b>you</b> for express carriage rates and extra payments for overtime or out of hours work incurred in connection with the repair or reinstatement of the <b>insured property</b> that is <b>damaged</b>.</p>	<p>a) more than 50% of the cost of repairing the item or \$25,000 whichever is the lesser.</p>

<i>We will pay for:</i>	<i>We will not pay:</i>
<p><b>10. Output replacement</b></p> <p>a) for any <b>insured property</b> 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, <b>we</b> will pay <b>your claim</b> as follows:</p> <p>i) if <b>insured property</b> is to be replaced by an item which has the same or lesser total function, capability or output, the amount <b>we</b> will pay is the new installed cost of such replacement item or items;</p> <p>ii) if <b>insured property</b> 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 <b>damaged insured property</b>, <b>we</b> will pay the new installed costs of the item or items replaced; or</p> <p>iii) if <b>insured property</b> 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 <b>damaged</b> item, the amount <b>we</b> 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 <b>damaged insured property</b> bears to the output of the replacement item or items.</p>	<p>a) more than the <b>limit of liability</b> including these costs and expenses.</p>
<p><b>11. Playing surfaces</b></p> <p>a) the cost of repairing <b>damage</b> to outdoor playing surfaces at the <b>location</b> caused by:</p> <p>i) vandals or malicious persons;</p> <p>ii) fire occurring to property at the <b>location</b> for which <b>we</b> have admitted liability under this Section; or</p> <p>iii) the action of the firefighting services, police or other emergency services in attending to their duties at the <b>location</b>.</p>	<p>a) more than \$50,000 or the amount shown in the current <b>certificate of insurance</b>.</p>
<p><b>12. Removal of trees and branches</b></p> <p>a) the reasonable costs incurred by <b>you</b> to remove and dispose of any branch or tree that has fallen causing impact damage to <b>insured property</b>. <b>We</b> will also pay the cost of stump removal when required.</p>	<p>a) more than the <b>limit of liability</b> including these costs.</p>
<p><b>13. Taking inventory</b></p> <p>a) the cost and expenses of taking inventory including unpacking, repacking and restacking not otherwise insured, to identify, quantify and value any <b>damaged insured property</b> including examination of property not belonging to <b>you</b> but in <b>your</b> care, custody or control.</p>	<p>a) more than the actual costs necessarily and reasonably incurred by <b>you</b>;</p> <p>b) more than the <b>limit of liability</b> including these costs and expenses.</p>
<p><b>14. Undamaged portions of buildings</b></p> <p>a) where a <b>building</b> that is <b>damaged</b> has to be rebuilt at another site than the <b>location</b> because the requirements of any lawful authority prevent the rebuilding or replacement of the <b>building</b> at the location, then the abandoned undamaged portion of the <b>building</b> including the foundations and services will be deemed to be destroyed.</p>	<p>a) more than the <b>limit of liability</b> applicable to the <b>insured property</b> at the <b>location</b> less any increased sale value of the original site due to the presence of the undamaged portion of the <b>building</b> which shall be regarded as salvage payable to <b>us</b> on the sale of the site or deducted from the amount of <b>our claim</b> payment.</p> <p>Should the site not be sold, then the increased site value, if applicable, shall be agreed between <b>us</b>, or if in default as to the amount, will be referred to mediation for a resolution with each party sharing the costs of mediation.</p>

## 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**:

<b>We will pay:</b>	<b>We will not pay:</b>
<p><b>1. Catastrophe Escalation Cost</b></p> <ul style="list-style-type: none"> <li>a) if any of <b>your buildings</b> are destroyed or <b>damaged</b> and cover is not otherwise excluded by this <b>policy</b>, and</li> <li>b) <b>we</b> classify such destruction or <b>damage</b> as a total loss, and</li> <li>c) the event causing the destruction or <b>damage</b> causes any competent authority to declare a state of emergency in the area where <b>your building</b> is situated,</li> </ul> <p>we will:</p> <ul style="list-style-type: none"> <li>a) increase the amount <b>you</b> declared as the value of <b>your buildings</b> and cover for Extra Costs of Reinstatement and Removal of Debris under this Section by up to 20% provided that <b>your building</b> is rebuilt, and</li> <li>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.</li> </ul> <p>Increase in building costs means the difference between the cost of reinstatement actually incurred in accordance with the <b>basis of settlement</b> provisions of this Section of the <b>policy</b> and the cost of reinstatement that would have applied had the event not occurred.</p>	<ul style="list-style-type: none"> <li>a) for damage to <b>insured property</b> other than <b>buildings</b>;</li> <li>b) more than the increased building costs which are actually incurred by <b>you</b>;</li> <li>c) any amount under this Extension until <b>you</b> have incurred costs exceeding the <b>limit of liability</b> under this Section;</li> <li>d) more than the amount specified in this Extension for increased cover.</li> </ul>
<p><b>2. Damage to external fixtures and fittings including landscaping</b></p> <ul style="list-style-type: none"> <li>a) <b>damage</b> to gates, fences, <b>landscaping</b>, retaining walls, signs, textile awnings, shade sails, shades or blinds as a direct result of wind, water, hail, snow or sleet.</li> </ul>	<ul style="list-style-type: none"> <li>a) more than \$25,000 for any one event or the amount shown in the <b>certificate of insurance</b>.</li> </ul>
<p><b>3. Discharge of mortgage cost</b></p> <ul style="list-style-type: none"> <li>a) the legal costs associated with the discharge of a mortgage or mortgages on <b>buildings</b> following settlement of a <b>claim</b> on a total loss basis.</li> </ul>	<ul style="list-style-type: none"> <li>a) more than \$50,000 any one event.</li> </ul>
<p><b>4. Fire extinguishment costs and sprinkler head replacement and other Authority costs</b></p> <ul style="list-style-type: none"> <li>a) the reasonable costs of fighting a fire at <b>your location(s)</b> or a fire which threatens <b>your insured property</b> including the cost of replenishing <b>your</b> firefighting appliances.</li> <li>b) the cost to replace sprinkler heads activated following a loss covered by this Section.</li> <li>c) the necessary costs to prevent or diminish imminent <b>damage to your insured property</b> by any other insured event.</li> <li>d) the additional costs payable by <b>you</b> to a fire brigade or other authorised government authority for attendance at a chemical emergency involving <b>insured property</b>.</li> </ul>	<ul style="list-style-type: none"> <li>a) more than \$100,000 for any one event.</li> </ul>
<p><b>5. Locating the source of a leak</b></p> <ul style="list-style-type: none"> <li>a) the reasonable costs necessarily incurred by <b>you</b> with <b>our</b> prior consent in locating the source of a leakage of liquid or gas which has caused or is likely to cause <b>damage to insured property</b> at <b>your location(s)</b> and the cost of reinstating <b>insured property</b> disturbed or <b>damaged</b> in the course of locating such source.</li> </ul>	<ul style="list-style-type: none"> <li>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;</li> <li>b) for <b>damage to insured property</b> 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;</li> <li>c) for <b>damage to insured property</b> arising over a prolonged period of time resulting from failure on <b>your</b> part to properly maintain <b>your</b> property;</li> <li>d) more than \$35,000 for any one event.</li> </ul>

<i>We will pay:</i>	<i>We will not pay:</i>
<b>6. Metered water</b> a) the additional cost of consumer metered water charges for which <b>you</b> are responsible caused by or resulting from an event covered under this Section.	a) for any <b>claim</b> under this Extension if <b>you</b> are covered under Theft Section for such additional costs of metered water charges for which <b>you</b> have claimed an indemnity; b) more than \$15,000 for any one event.
<b>7. Personal effects of officials or employees</b> a) damage to <b>personal effects</b> belonging to <b>your officials</b> or <b>employees</b> , but only if they are damaged whilst in the <b>buildings</b> at the <b>location(s)</b> or whilst such <b>officials, employees, members</b> or <b>volunteers</b> are engaged in activities for <b>your</b> benefit.	a) more than \$5,000 for the <b>personal effects</b> of one person in any one <b>period of insurance</b> ; b) for <b>damage</b> to such <b>personal effects</b> that is insured under another insurance policy except in excess of the <b>total declared values</b> under such policy for such <b>damage</b> ; c) more than \$25,000 in the aggregate any one event.
<b>8. Service pipes, cables, sewers and drains</b> 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.
<b>9. Temporary protection</b> a) the cost of temporary protection of any <b>damaged insured property</b> and make safe works pending repair or replacement.	a) where the <b>limit of liability</b> is not otherwise exhausted, more than the balance of the unused amount; or b) where the <b>limit of liability</b> is exhausted, more than \$100,000 for any one event; c) for any costs expended in excess of \$5,000 without <b>our</b> 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:

<i>We will cover:</i>	<i>We will not pay:</i>
<b>1. Additional Locations</b> a) for <b>damage</b> to <b>buildings</b> or <b>contents</b> that <b>you</b> acquire during the <b>period of insurance</b> for 30 days from the date <b>you</b> acquire the <b>buildings</b> or <b>contents</b> .  <b>You</b> must notify <b>us</b> of this additional property within 30 days of acquisition, and if <b>we</b> agree to cover the additional property <b>you</b> must pay any additional <b>premium</b> <b>we</b> ask for.	a) for <b>damage</b> that occurs after the <b>period of insurance</b> has ended; b) for <b>damage</b> to additional property that <b>you</b> have advised <b>us</b> of, unless <b>we</b> agree to cover this additional property; c) more than \$250,000 for each <b>location</b> unless <b>we</b> have agreed to a higher amount and this is noted on <b>your certificate of insurance</b> .
<b>2. Contents temporarily removed</b> a) accidental <b>damage</b> to <b>contents</b> (including any items specified in the <b>certificate of insurance</b> ) whilst temporarily removed from <b>your location(s)</b> and situated in another building within the <b>geographic limits</b> .	for <b>damage</b> to such <b>contents</b> : a) caused by wind, water, hail, snow, sleet which occurs whilst they are not contained within a fully enclosed building; b) which occurs whilst they are in transit; c) which have been removed from the <b>location(s)</b> for more than 90 consecutive days at the time they are <b>damaged</b> , except that this restriction shall not apply to <b>your contents</b> used in <b>your operations</b> whilst at the home of any of <b>your officials</b> ; d) more than 20% of the <b>declared value</b> of the <b>contents</b> shown in the <b>certificate of insurance</b> for any one event.

We will cover:	We will not pay:
<p><b>3. Frozen or refrigerated food</b></p> <p>following an event covered by Further Extension Fusion of Electric Motors:</p> <ul style="list-style-type: none"> <li>a) the cost to replace <b>your</b> frozen or refrigerated food spoiled as a direct result of the fusion of the motor;</li> <li>b) the reasonable cost of hiring alternative freezer or refrigeration space pending necessary repairs.</li> </ul>	<ul style="list-style-type: none"> <li>a) more than \$10,000 for any one event unless a higher amount is shown in the <b>certificate of insurance</b>;</li> <li>b) for frozen or refrigerated food that is beyond its use by date.</li> </ul>
<p><b>4. Furniture and equipment in transit</b></p> <p><b>damage</b> to furniture or equipment (not <b>stock</b>):</p> <ul style="list-style-type: none"> <li>a) whilst in transit in or on a <b>vehicle</b> owned or operated by <b>you</b> or by any person authorised by <b>you</b> between <b>location(s)</b> within the <b>geographic limits</b> utilised by <b>you</b> for the purposes of <b>your operations</b> caused by fire, lightning, explosion, earthquake, impact, riots, strikes, malicious damage, storm and/or tempest, <b>flood</b> or accident to, collision or overturning of the <b>vehicle</b>;</li> <li>b) during loading and unloading to or from such <b>vehicle</b>;</li> <li>c) including the cost of removal of <b>debris</b> and/or cleaning up following the <b>damage</b></li> </ul>	<ul style="list-style-type: none"> <li>a) for <b>damage</b> to any other items of <b>contents</b> 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, <b>sporting equipment</b> or <b>money</b>;</li> <li>b) for loss or <b>damage</b> to such furniture or equipment caused by: <ul style="list-style-type: none"> <li>i) delay;</li> <li>ii) mechanical or electrical derangement unless directly as a result of a specified peril;</li> <li>iii) reduction in value because of repair to <b>insured property</b>;</li> </ul> </li> <li>c) more than 25% of the <b>total declared value</b> for that category of property at the <b>location</b> of departure or \$50,000, whichever is the lesser, for any one event;</li> </ul>
<p><b>5. Fusion of electric motors</b></p> <ul style="list-style-type: none"> <li>a) the cost of repairing or replacing any burnt out motor following electrical current damage, but not exceeding its current value.</li> </ul> <p>If the motor is more than 3 years old, <b>we</b> will deduct 15% for each year of age up to a maximum of 80% from the <b>replacement value</b> to arrive at the current value. Depreciation will not be applied to labour costs.</p>	<ul style="list-style-type: none"> <li>a) for <b>damage</b> to motors for which <b>you</b> are covered under Breakdown of Mechanical and Electronic Equipment Section;</li> <li>b) for <b>damage</b> to rectifiers, radio, television, microwave ovens, computers, amplifying or electronic equipment of any description;</li> <li>c) for <b>damage</b> to motors for which any manufacturer is liable under the provisions of any guarantee, warranty or agreement;</li> <li>d) for <b>damage</b> to lighting or heating elements, fuses or protective devices, gas or seals, electrical contacts at which sparking or arcing occurs in ordinary working;</li> <li>e) for <b>damage</b> to motors of more than 7 kW;</li> <li>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;</li> <li>g) for retrieval, extracting and reinstating of below ground equipment;</li> <li>h) more than the current value of the motor or \$10,000 for any one event whichever is the lesser.</li> </ul>

We will cover:	We will not pay:
<p><b>6. Glass breakage</b></p> <ul style="list-style-type: none"> <li>a) the actual cost of replacing and fixing <b>glass</b> 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 <b>glass</b>;</li> <li>b) the additional costs incurred by <b>you</b> in arranging temporary boarding, after hours services, express delivery and labour at overtime rates to replace the broken <b>glass</b>.</li> </ul>	<ul style="list-style-type: none"> <li>a) for improvements and embellishments required at the time of repair other than required by regulations;</li> <li>b) for wear and tear including scratching, cracking, chipping, disfiguration or any <b>damage to glass</b> other than its actual <b>breakage</b>;</li> <li>c) for <b>breakage</b> of <b>glass</b> carried by hand;</li> <li>d) for <b>glass</b> which is or was cracked, chipped or imperfect prior to the commencement of this Section of the <b>policy</b>;</li> <li>e) for <b>glass</b> when in transit or while being fitted into position or removed from its fitting;</li> <li>f) for <b>glass</b> at any <b>location</b> undergoing demolition;</li> <li>g) for <b>glass</b> for which a <b>tenant</b> is liable under the terms of a lease or similar agreement, except for when the <b>tenant</b> does not have the <b>glass</b> insured or the <b>tenant's</b> claim under their insurance is rejected;</li> <li>h) more than \$10,000 for <b>damage</b> to: <ul style="list-style-type: none"> <li>i) window frames or door frames surrounding the broken <b>glass</b>; and</li> <li>ii) fittings and tiled shop fronts; and</li> <li>iii) illuminated signs including perspex and plastic signs; unless a higher amount is shown in the certificate of insurance;</li> </ul> </li> <li>i) 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 <b>certificate of insurance</b>;</li> <li>j) more than \$10,000 for the reasonable costs necessarily incurred to repair or replace <b>your contents</b> as a result of <b>damage</b> to them caused by <b>breakage of glass</b>.</li> </ul>
<p><b>7. Property in the open air</b></p> <ul style="list-style-type: none"> <li>a) accidental <b>damage</b> caused by an event not otherwise excluded by this Section to furniture and other <b>insured property</b> in the open air at <b>your location(s)</b>.</li> </ul>	<ul style="list-style-type: none"> <li>a) more than \$25,000 for any one event or the amount shown in the <b>certificate of insurance</b>;</li> <li>b) for <b>damage to stock</b> in the open air at <b>your location(s)</b>.</li> </ul>
<p><b>8. Rewriting or reconstruction of records</b></p> <ul style="list-style-type: none"> <li>a) the reasonable costs necessarily incurred in rewriting or restoring records as a result of loss or <b>damage</b> not otherwise excluded by this Section to such records, including the loss of <b>electronic data</b> following <b>damage</b> to the data media on which such <b>electronic data</b> is contained.</li> </ul>	<ul style="list-style-type: none"> <li>a) more than \$50,000 for any one event unless a higher amount is stated in the <b>certificate of insurance</b>;</li> <li>b) more than the <b>replacement value</b> of non-proprietary documents and records which are able to be purchased on the market;</li> <li>c) more than the cost of the record media as blank material when reinstatement is not commenced within a reasonable time of <b>us</b> granting <b>our</b> consent;</li> <li>d) for the value to <b>you</b> of the information on the lost or <b>damaged</b> records;</li> <li>e) any financial loss caused to <b>you</b> by the loss of <b>your</b> records;</li> <li>f) rewriting or reconstructing records unless <b>you</b> maintain and regularly update duplicate files stored at alternative location;</li> <li>g) recreating computer media data records not backed up and more than 5 days old at the time of the <b>damage</b>.</li> </ul>
<p><b>9. Works of art, pictures, curios and antiques</b></p> <ul style="list-style-type: none"> <li>a) accidental <b>damage</b> caused by an event not otherwise excluded by this Section to works of art, pictures, curios and antiques whilst at any location(s) within the <b>geographical limits</b>.</li> </ul>	<ul style="list-style-type: none"> <li>a) for <b>damage to stock</b></li> <li>b) more than \$5,000 for any one such item, pair, set or collection unless a higher amount is shown in the <b>certificate insurance</b>;</li> <li>c) more than 20% of the <b>declared values</b> for <b>contents</b> at the <b>location(s)</b> or \$50,000, whichever is lesser for any one event unless a higher amount is shown in the <b>certificate of insurance</b>.</li> </ul>



## Specific Condition applicable to Property Protection Section

### Coinurance

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, or other Valuer as approved by Ansvar in writing.

## 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, 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, atmosphere 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:

We will pay for:	We will not pay:
<ol style="list-style-type: none"> <li>the cost of repairs necessary to return the <b>damaged</b> item or part of the item to its former state of serviceability including any necessary dismantling and re-erection; or</li> <li>the additional expenditure reasonably and necessarily incurred by <b>you</b> for: <ol style="list-style-type: none"> <li>temporary repairs;</li> <li>hire of alternative equipment;</li> <li>labour, overtime and work on public holidays incurred in expediting the repairs;</li> <li>freight within Australia, including transportation as freight by any recognised airlines' scheduled service;</li> <li>removing, storing and disposing of debris being residue of <b>damaged mechanical equipment</b>;</li> <li>consulting engineers fees incurred with our prior written consent, in the reinstatement of <b>damaged mechanical equipment</b>.</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>more than the cost of repairing or replacing the <b>damaged</b> part of an item of equipment including any necessary costs of dismantling and re-erection when <b>damage</b> is confined to that part, but not: <ol style="list-style-type: none"> <li>more than the <b>sum insured</b> for the item of equipment, if any, shown in the <b>certificate of insurance</b>; or</li> <li>more than the <b>limit of liability</b> for any one item of equipment for Cover A shown in the <b>certificate of insurance</b>; or</li> <li>more than the pre-breakdown market value of the item of <b>mechanical equipment</b> where the <b>mechanical equipment</b> 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;</li> </ol> <p>whichever is the lesser.</p> </li> <li>for any costs to remove <b>pollutants</b> beyond the boundaries or <b>your location(s)</b>.</li> <li>for any additional expenditure exceeding more than 50% of the repair or <b>replacement value</b> of the <b>damaged</b> equipment or the <b>limit of liability</b> for any one item of equipment shown in the <b>certificate of insurance</b>, whichever is the lesser.</li> </ol>

## Optional Extension

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

Following an event covered by Cover A:

We will also pay:	We will not pay:
<ol style="list-style-type: none"> <li>Deterioration of <b>refrigerated goods</b> cover <ol style="list-style-type: none"> <li>following <b>breakdown</b> of refrigeration equipment covered under this Cover A and for which a <b>claim</b> has been admitted, or temporary refrigeration plant at the <b>location</b> for a period not exceeding 60 days; for <ol style="list-style-type: none"> <li>the cost of replacing <b>refrigerated goods</b> rendered inedible or un-saleable including the cost of disposing of the <b>damaged</b> goods; and</li> <li>the expenses reasonably incurred to avoid, diminish or minimise the deterioration or putrefaction of the <b>refrigerated goods</b>.</li> </ol> </li> </ol> <p>For the purposes of this Optional Extension, we will also cover such costs and expenses incurred as a result of:</p> <ol style="list-style-type: none"> <li>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, <b>flood</b>, storm or any other natural cause;</li> <li>failure of temperature control or protective devices within refrigeration units or sudden leakage of refrigerant from the refrigeration machinery and associated piping system;</li> <li>contamination of stored stock by accidental escape of coolant or refrigerant into the cold chamber.</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>more than \$10,000 following any one <b>breakdown</b> or such other amount as shown in the <b>certificate of insurance</b>;</li> <li>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);</li> <li>for deterioration of <b>refrigerated goods</b> due to the mis-operation or failure of thermostats, pressure controls or limiting devices due to operator error when setting such devices;</li> <li>for loss or <b>damage</b> caused by shrinkage, inherent defects, natural deterioration or natural putrefaction of <b>refrigerated goods</b>; or</li> <li>for the costs of replacement of <b>refrigerated goods</b> that are beyond their use by date.</li> </ol>

## 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:

We will pay for:	We will not pay:
<ol style="list-style-type: none"><li>1. the cost of repairs necessary to return the <b>damaged</b> item or part of the item to its former state of serviceability, including any necessary dismantling and re-erection; or</li><li>2. the replacement cost of the item but where the equipment is more than three years old, <b>we</b> 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</li><li>3. the additional expenditure reasonably and necessarily incurred by <b>you</b> for:<ol style="list-style-type: none"><li>a) removing, storing and disposing of debris being residue of <b>damaged electronic equipment</b>;</li><li>b) temporary repairs;</li><li>c) labour, overtime and work on public holidays incurred in expediting the repairs;</li><li>d) freight within Australia, including transportation as freight by any recognised airlines' scheduled service;</li><li>e) customs duties and dues, if any, to the extent that such expenses have been included in the <b>sum insured</b> for the item shown in the <b>certificate of insurance</b> for this Cover B;</li><li>f) consulting engineers fees incurred with our prior written consent, in the reinstatement of <b>damaged electronic equipment</b>.</li></ol></li></ol>	<ol style="list-style-type: none"><li>1. more than the cost of repairing or replacing the <b>damaged</b> part of an item of equipment including any necessary costs of dismantling and re-erection when <b>damage</b> is confined to that part;</li><li>2. more than the <b>sum insured</b> for the item of equipment, if any, shown in the <b>certificate of insurance</b>;</li><li>3. more than the <b>limit of liability</b> for any one item of equipment for Cover B shown in the <b>certificate of insurance</b>;</li><li>4. more than the pre-breakdown market value of the item of <b>electronic equipment</b> where the <b>electronic equipment</b> 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;</li><li>5. for any additional expenditure exceeding more than 50% of the repair or <b>replacement value</b> of the <b>damaged</b> equipment or the <b>limit of liability</b> for any one item of equipment shown in the <b>certificate of insurance</b>, whichever is the lesser.</li></ol>

## Optional Extensions

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

Following an event covered by Cover B:

<i>We will also pay:</i>	<i>We will not pay:</i>
<p><b>1. Data media material and records</b></p> <p><i>We will cover you if data media material suffers loss or <b>damage</b> during the <b>period of insurance</b> following an event covered under Cover B and not otherwise excluded by this Section. <i>We will pay for:</i></i></p> <ul style="list-style-type: none"> <li>a) the actual cost necessarily incurred by <i>you</i> to replace lost or <b>damaged</b> data media by new unused materials;</li> <li>b) charges for labour, overtime and work on public holidays incurred by <i>you</i> in expediting the restoration of <i>your electronic data</i> and/or records;</li> <li>c) any reasonable expenses which can be proved to have been incurred by <i>you</i> strictly for the purpose of restoring <i>your electronic data</i> or information in a condition equivalent to that existing prior to the occurrence of the damage to the data media.</li> </ul> <p>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.</p>	<ul style="list-style-type: none"> <li>a) for loss or distortion of data, information or records which does not arise from <b>breakdown</b> covered under Cover B;</li> <li>b) for loss or <b>damage</b> caused by atmospheric moisture or temperature unless directly resulting from <b>damage</b> to or malfunction of air-conditioning equipment;</li> <li>c) for the cost of replacement of component parts worn through normal use or operation;</li> <li>d) for loss or <b>damage</b> due to faults or defects known to <i>you</i> or any of <i>your officials, employees or volunteers</i> at the time of commencement of this Section of the <i>policy</i> and not disclosed to <i>us</i>;</li> <li>e) more than the <b>replacement value</b> of lost data and records which are able to be purchased on the market;</li> <li>f) more than the cost of the record media as blank material when reinstatement is not commenced within a reasonable time of <i>us</i> granting <i>our</i> consent;</li> <li>g) for the value to <i>you</i> of the lost or <b>damaged</b> data and records.</li> </ul>
<p><b>2. Increase in cost of working cover</b></p> <p><i>We will cover you for the cost of alternative computer equipment and any increase during the <b>indemnity period</b> in <i>your</i> cost of working if the normal operation of the items covered under Cover B is interrupted as a direct result of <b>breakdown</b> covered under this Cover B. <i>We will pay for:</i></i></p> <ul style="list-style-type: none"> <li>a) the cost of alternative equipment to replace the <b>damaged</b> equipment pending repair or replacement; and</li> <li>b) all actual additional expenditure <i>you</i> can prove has been necessarily and reasonably incurred during the <b>indemnity period</b> over and above the normal expenses which <i>you</i> would have incurred in the operation of the items covered under this Cover B.</li> </ul>	<ul style="list-style-type: none"> <li>a) for expenses incurred: <ul style="list-style-type: none"> <li>i) during interruption periods for cleaning, adjustment, maintenance or overhaul or alterations, additions or improvements to the insured items;</li> <li>ii) after the <b>indemnity period</b> has expired;</li> </ul> </li> <li>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: <ul style="list-style-type: none"> <li>i) the delay in the completion of repair or restoration of items of foreign manufacture;</li> <li>ii) measures, restrictions or regulations imposed by any government authority;</li> <li>iii) the time required to procure replacement component parts or complete items overseas;</li> <li>iv) the time required to transport parts or complete items between the <b>location(s)</b> and the overseas place of repair or restoration;</li> <li>v) time required to engage and transport overseas specialists or consultants to attend local repairs.</li> </ul> </li> </ul>

## 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 authorised 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**.
2. in a securely locked **safe**.
3. in **your buildings** during and outside **your business hours**.
4. in **your** private residence or that of a person authorised by **you** to take the **money** to their residence until the end of the next bank business day
5. in the custody of **your** real estate agent, property manager or legal representative.

## 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 \$5,000 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. more than \$5,000 for loss of **money** while the **money** is in the custody of **your** real estate agent, property manager or legal representative.
3. 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) 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:

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

## 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:

We will:	We will not pay:
<b>1. Clothing and personal effects</b> pay for the repair or replacement of clothing and <b>personal effects</b> belonging to <b>your employees</b> or others where these items are <b>damaged</b> during any theft or attempted theft of <b>your money</b> .	a) more than \$10,000 for any one event in addition to the Section <b>sum insured</b> but if <b>you</b> 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.
<b>2. Death benefits</b> pay death benefits for any person protecting or attempting to protect <b>money</b> 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 <b>you</b> are also insured under Theft Section the benefit offered under this Extension will not be cumulative with Extension Death Benefits of Theft Section.



<b>We will pay:</b>	<b>We will not pay:</b>
<b>3. Safes, locks and keys</b> pay for the cost to open, repair or replace <b>safes</b> , locks, keys and combinations to a <b>safe</b> or money bag(s) necessarily and reasonably incurred by <b>you</b> following theft or attempted theft of <b>money</b> in addition to the <b>sum insured</b> applicable under this Section.	a) more than \$10,000 for any one event in addition to the Section <b>sum insured</b> but if <b>you</b> 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.
<b>4. Security services</b> pay the charges incurred by <b>you</b> for services rendered by <b>your</b> security provider following the event including reinstating security at the <b>location</b> and any other reasonable and necessary costs in arranging temporary protection, or the employment of security guards or watchman to safeguard <b>money</b> at the <b>location</b> .	a) more than \$10,000 for any one event but if <b>you</b> are also insured under Theft Section the benefit offered under this Extension will not be cumulative with Extension Security Section of Theft Section.
<b>5. Theft by employees</b> pay for loss of <b>money</b> from acts of fraud or dishonesty committed during the <b>period of insurance</b> by an <b>employee</b> or group of <b>employees</b> acting in collusion, provided that: <ul style="list-style-type: none"> <li>a) the <b>employee</b> or <b>employees</b> are charged in connection with the loss; and</li> <li>b) <b>you</b> take all reasonable steps to recover the <b>money</b>.</li> </ul>	a) more than \$2,000 during any one <b>period of insurance</b> ; b) for loss of <b>money</b> arising from an act of fraud or dishonesty committed by an <b>employee</b> after <b>you</b> have knowledge of, or reasonable cause to suspect, the <b>employee</b> committing such act.

## 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.

**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** or **employees**.
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** or **employees** 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:

We will pay:	We will not pay:
<ol style="list-style-type: none"> <li>1. for the <b>insured property</b> which suffers loss or <b>damage</b> caused by a defined event, for the cost to: <ol style="list-style-type: none"> <li>a) replace the <b>insured property</b> if it is not found within a reasonable time; or</li> <li>b) repair the <b>insured property</b> if it can be economically repaired; or</li> <li>c) replace the <b>insured property</b> if it cannot be economically repaired.</li> </ol> </li> <li>2. extra costs incurred by <b>you</b> if <b>you</b> choose to repair or replace <b>damaged insured property</b> with more environmentally friendly technology, products or materials that improve the energy and water efficiency of the <b>insured property</b>.</li> </ol>	<ol style="list-style-type: none"> <li>a) more than the <b>sum insured</b> in respect of this Section or the repair cost or <b>replacement value</b>, whichever is less;</li> <li>b) more than \$10,000 in respect of loss or <b>damage</b> caused by theft of <b>insured property</b> in the open air;</li> <li>c) in respect of <b>insured property</b> that forms part of a pair or set, more than the value of the part of the pair or set which is lost or <b>damaged</b>, 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.</li> </ol>
	<ol style="list-style-type: none"> <li>a) more than 20% of the amount <b>we</b> would have paid for repair or replacement of the <b>damaged insured property</b> without the environmental upgrade.</li> </ol>

### 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:

We will also:	We will not pay:
<ol style="list-style-type: none"> <li>1. <b>Clothing and personal effects</b> pay for the repair or replacement of clothing and <b>personal effects</b> belonging to <b>your employees</b> or others where these items are <b>damaged</b> during any theft or attempted theft of <b>your insured property</b>.</li> </ol>	<ol style="list-style-type: none"> <li>a) more than \$10,000 for the <b>personal effects</b> of all <b>your</b>, or others in any one event but if <b>you</b> 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.</li> </ol>
<ol style="list-style-type: none"> <li>2. <b>Death benefits</b> pay death benefits for any person protecting or attempting to protect <b>insured property</b> other than <b>money</b> from theft or attempted theft who is injured in the occurrence and death results from the injury within 12 months.</li> </ol>	<ol style="list-style-type: none"> <li>a) more than \$10,000 for any one person but if <b>you</b> are also insured under Money Section the benefit offered under this Extension 4 will not be cumulative with Extension Death Benefits of Money Section.</li> </ol>
<ol style="list-style-type: none"> <li>3. <b>Metered water</b> pay the cost of metered water charges for which <b>you</b> are responsible arising directly from the theft of <b>insured property</b> or water at the location.</li> </ol>	<ol style="list-style-type: none"> <li>a) more than \$10,000 any one event but if <b>you</b> 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.</li> </ol>
<ol style="list-style-type: none"> <li>4. <b>Safes, locks and keys</b> pay to replace keys, locks, combinations and/or the cost of opening a <b>safe</b> where the keys and/or combinations have been stolen.</li> </ol>	<ol style="list-style-type: none"> <li>a) more than \$10,000 for any one event but if <b>you</b> 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.</li> </ol>
<ol style="list-style-type: none"> <li>5. <b>Security services</b> pay the charges incurred by <b>you</b> for services rendered by <b>your</b> 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 <b>insured property</b> at the location.</li> </ol>	<ol style="list-style-type: none"> <li>a) more than \$10,000 for any one event but if <b>you</b> are also insured under Money Section the benefit offered under this Extension will not be cumulative with Extension Security Services of Money Section.</li> </ol>

## 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.

We will also pay for:	We will not pay:
<b>1. Furniture and equipment in transit</b> loss of or <b>damage</b> to <b>your</b> furniture and equipment other than musical instruments, computers, jewellery, valuables, electronic and <b>sporting equipment</b> as a result of theft whilst in transit between <b>location(s)</b> utilised by <b>you</b> for <b>your operations</b> within the <b>geographic limits</b> in or on a <b>vehicle</b> owned or operated by <b>you</b> or by any person authorised by <b>you</b> .	a) more than 20% of the <b>sum insured</b> shown in the <b>certificate of insurance</b> for Theft Section.
<b>2. Insured property temporarily removed</b> loss of or <b>damage</b> to <b>insured property</b> (other than <b>money</b> and <b>stock</b> ) temporarily removed from the <b>location(s)</b> and situated in another building within the <b>geographic limits</b> .	a) more than 20% of the <b>sum insured</b> shown in the <b>certificate of insurance</b> for Theft Section; or b) for loss or <b>damage</b> to such <b>insured property</b> : i) not contained within a fully enclosed building ii) in a <b>vehicle</b> ; iii) whilst in transit (except as stated in Extension Furniture and equipment in transit); c) which has been removed from the <b>location(s)</b> for more than 90 consecutive days at the time of the loss or <b>damage</b> except that this restriction shall not apply to <b>your contents</b> used in <b>your operations</b> whilst at the home of any of <b>your officials</b> ;
<b>3. Theft without forcible or violent entry</b> loss of or <b>damage</b> to <b>insured property</b> resulting from theft without evidence of forcible or violent entry, but only if the theft or attempted theft was not committed by <b>you</b> or any of <b>your officials, employees</b> or <b>volunteers</b> .	a) more than \$5,000 for any one event.

## 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 Sections, 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:

We will also pay for:	We will not pay:
<ol style="list-style-type: none"><li>1. an amount equal to the amount by which the <b>income</b> earned during the <b>indemnity period</b> falls short of the <b>standard income</b> because of the interruption or interference; plus</li><li>2. any reasonable expenditure certified by <b>your</b> accountant which <b>you</b> incur during the <b>indemnity period</b> for the purpose of minimising interruption to the carrying out of <b>your operations</b> but not exceeding the amount of <b>income</b> saved; less</li><li>3. any sum saved during the <b>indemnity period</b> in respect of charges and expenses payable out of <b>income</b> as may cease or be reduced in consequence of the <b>damage</b>; and</li><li>4. any sum received or receivable in respect of services rendered elsewhere than at the <b>location(s)</b> either by <b>you</b> or by others on <b>your</b> behalf for your benefit in the carrying out of <b>your operations</b>.</li></ol>	<ol style="list-style-type: none"><li>a) for any <b>claim</b> under this Section after:<ol style="list-style-type: none"><li>i) <b>you</b> have been bankrupted, dissolved or wound up or have ceased to operate;</li><li>ii) a liquidator, receiver, administrator or trustee in bankruptcy has been appointed to <b>you</b>;</li></ol>unless such events arise directly as a result of the interruption of or interference with <b>your operations</b> from a cause covered by this Section, in which case <b>we</b> will make an equitable settlement.</li></ol>

## 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**:

Caused by:	We will not pay:
<p><b>1. Catastrophe Escalation Costs</b></p> <p>When Extension Catastrophe Escalation Costs under Property Protection Section applies, and the <b>indemnity period</b> stated in the schedule is 12 months or more, <b>we</b> will increase the <b>indemnity period</b> by a further 3 months, providing that <b>you</b> undertake the reinstatement of <b>your</b> business at the existing <b>location</b> or at an alternative location without unreasonable delay on <b>your</b> part.</p> <p>NOTE:</p> <p>This increase in <b>your indemnity period</b> 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 <b>insured damage</b>.</p>	<p>a) more than the <b>limit of liability</b> for this Section in total.</p>
<p><b>2. Property in the vicinity</b></p> <p><b>insured damage</b> to property within 30 kilometres of your <b>location(s)</b> which prevents or hinders access to the <b>location(s)</b> or restricts <b>your</b> ability to carry out <b>your operations</b>.</p>	<p>a) for loss of <b>income</b> unless the period of interference or interruption following the <b>damage</b> exceeds 48 hours.</p>
<p><b>3. Service suppliers</b></p> <p><b>insured damage</b> 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 <b>your operations</b> or the operations of <b>your</b> suppliers and customers.</p>	<p>a) for loss of <b>income</b> unless the period of interference or interruption following the <b>damage</b> exceeds 48 hours;</p> <p>b) more than 20% of the <b>limit of liability</b> any one event.</p>
<p><b>4. Access prevention by public authority</b></p> <p><b>your location(s)</b> being rendered inaccessible to the public due to an order or direction made during the <b>period of insurance</b> by a government authority or official body acting with legislative authority that directly or indirectly results from or arises out of or is in connection with:</p> <p>a) health, safety or <b>infectious disease</b> concerns (other than any concerns that directly or indirectly result from or arise out of or are in connection with any highly pathogenic avian or animal influenza in humans, or any disease determined to be a 'listed human disease' under the Biosecurity Act 2015 (Cth) as amended from time to time or any disease that is determined, listed or otherwise specified in an equivalent manner under any legislation that either replaces the Biosecurity Act 2015 or has an equivalent object or objects);</p> <p>b) murder or suicide;</p> <p>c) foreign or injurious matter in food or drink provided from or on <b>your location(s)</b>; or</p> <p>d) <b>damage</b> to or threat of damage to property or injury or threat of injury within a 50 kilometre radius of <b>your location(s)</b>.</p>	<p>a) for loss of <b>income</b> unless the period of interference or interruption following the order exceeds 48 hours.</p>
<p><b>5. Computer data</b></p> <p><b>insured damage</b> to computer installations, including ancillary equipment and data processing media utilised by <b>you</b> in <b>your operations</b>.</p>	<p>a) more than 20% of the <b>limit of liability</b> any one event.</p>

## Optional Extensions

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

What we will pay:	We will not pay:
<b>1. Additional increase in cost of working</b> for additional increase in the cost of working (not otherwise recoverable under this Section or from any other source) necessarily and reasonably incurred by <i>you</i> , including temporary accommodation and relocation costs of <i>employees</i> during the <i>indemnity period</i> for the purpose of avoiding or diminishing a reduction in income and/or resuming <i>your</i> normal <i>operations</i> .	a) more than the amount shown in the <i>certificate of insurance</i> for this Optional Extension for any one event.
<b>2. Additional Accounting and other professional costs</b> for professional fees and other reasonable expenses necessarily incurred by <i>you</i> for preparation of <i>claims</i> 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 <i>certificate of insurance</i> for this Optional Extension for any one event.
<b>3. Fines and Penalties</b> for such sum or sums as <i>you</i> are legally liable to pay in discharge of fines and/or damages incurred in consequence of the <i>insured damage</i> 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 <i>certificate of insurance</i> for this Optional Extension for any one event.
<b>4. Book Debts</b> if, following <i>insured damage</i> to <i>your</i> accounts receivable records or other books of account or other records at the <i>location(s)</i> by an event covered under Property Protection Section, <i>you</i> are unable to collect outstanding debit balances owed to <i>you</i> : a) for the difference between such debit balances and the total of the amounts received or traced by <i>you</i> in respect of such balances; b) for the additional expenditure incurred by <i>you</i> with <i>our</i> prior consent in tracing and establishing debit balances owed to <i>you</i> after the <i>insured damage</i> ; c) for the reasonable professional accounting fees necessarily incurred by <i>you</i> in providing any evidence required by <i>us</i> in support of a <i>claim</i> under this Optional Extension. For this Optional Extension to apply, <i>you</i> must establish back-up records of <i>your</i> debtors at the close of each month and remove or save these to a secure site and place of storage away from <i>your location(s)</i> .	a) for any loss arising from misfiling, erasure, distortion, deliberate falsification of records; b) for any amount representing bad debts or provisioning for bad debts; c) more than the amount shown in the <i>certificate of insurance</i> for this Optional Extension for any one event.

## 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*:

- 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*;
- claim* is less than 10% of the *limit of liability*; or
- declared *income* stated in the *certificate of insurance* has been calculated using a Business Interruption Calculator approved by *us*.

# Part B: General Liability

## 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**.

**geographic 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**.

**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** and **employees** of the party or parties designated above but only whilst acting within the scope of their duties in such capacity;
- c) any principal in respect of his/her/its liability arising out of the performance by the insured designated in a) or b) above of any contract or agreement for such principal, but only to the extent required by such contract or agreement.

## 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 of 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) 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, reinstallation 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, imposts or duties imposed by a court of law or under any statute, regulation or other legislation.

#### 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) veterinary **products** which are required to be prescribed and administered by a qualified veterinarian;
- b) fireworks, ammunition, fuses, cartridges, gun powder, nitro-glycerine or any explosives (other than the sale or supply of fertiliser, fuel, or ammonium nitrate provided it is incidental to **your** main operation);
- c) medicines which are required to be prescribed by a registered **medical practitioner**;
- d) herbicides, insecticides, defoliants or stock feed;
- e) tobacco;
- f) blood and/or blood components as defined within the Therapeutic Goods Act 1989 (Cth); or
- g) second-hand electrical goods unless appropriately tested and certified as complying with any applicable legislation, regulations or standards.

### 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, nitro-glycerine 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 health care facilities or by organisations that provide assisted living care subject to the storage and transport of medical gases being compliant with Australian 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

the rendering of or failure to render professional advice or service by *you* or on *your* behalf, including any error or omission connected with such advice or service, but this exclusion will not apply to the provision of emergency first aid. *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*.

## 22. Sexual Abuse

any actual or alleged *sexual abuse*.

## 23. 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.

## 24. 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** 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 Coronal 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.

## Optional Extensions

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

What is covered:	What is not covered:
<p><b>1. Occupational Health and Safety Breaches</b></p> <p>Legal costs and expenses <i>you</i> incur in appealing against:</p> <ul style="list-style-type: none"> <li>a) the imposition of a fine;</li> <li>b) a prohibition notice; or</li> <li>c) a determination by any court or tribunal,</li> </ul> <p>under any workplace occupational health and safety legislation or similar legislation that arises out of an <b>occurrence</b> in connection with <i>your operations</i> happening within the <b>geographical limits</b> during the <i>period of insurance</i>.</p> <p>Provided that:</p> <ul style="list-style-type: none"> <li>a) <i>you</i> have obtained <i>our</i> consent in writing and <i>you</i> satisfy us that there are reasonable grounds of success for pursuing or defending the legal proceedings.</li> <li>b) <i>you</i> advise <i>us</i> of <i>your</i> intention to appeal and the reasons for making the appeal at least five business days before the time for making an appeal expires.</li> </ul> <p>For the purposes of this Extension, the following definitions apply:</p> <p><b>geographical limits</b> means the Commonwealth of Australia</p> <p><b>occurrence</b> means an event or series of events, including continuous or repeated exposure to substantially the same general conditions, which results in <b>personal injury</b> or <b>property damage</b> neither expected nor intended from <i>your</i> standpoint. An <b>occurrence</b> may include <b>personal injury</b> to an <b>employee</b>.</p>	<ul style="list-style-type: none"> <li>a) more than \$100,000 for any one <b>claim</b> and in the aggregate for all claims in any one period of insurance</li> <li>b) legal costs and expenses in connection with any actual or alleged <b>claim</b> in relation to: <ul style="list-style-type: none"> <li>i) proceedings brought by <i>you</i> or on <i>your</i> behalf;</li> <li>ii) any proceedings brought by <i>us</i>;</li> <li>iii) a deliberate act including a deliberate act of fraud or dishonesty committed by <i>you</i> or on <i>your</i> behalf;</li> <li>iv) libel, slander or defamation;</li> <li>v) an <b>occurrence</b> in respect of which <i>you</i> are or would be entitled to indemnity under any policy of insurance, fund, scheme or self-insurance pursuant to or required by any legislation whether or not such policy, fund, scheme or self-insurance has been effected;</li> </ul> </li> <li>c) legal costs and expenses incurred without <i>our</i> prior written consent;</li> <li>d) any matter where insurance cover is available under another Section of this <b>policy</b>, whether or not <i>you</i> have selected such Section;</li> <li>e) any legal costs or expenses of others that are awarded against <i>you</i> or that <i>you</i> agree to pay;</li> <li>f) any legal costs or expenses if <i>you</i> withdraw from defending legal proceedings brought against <i>you</i>.</li> </ul>
<p><b>2. Trauma Counselling Costs Extension</b></p> <p>Reimbursement of <i>your</i> costs to provide trauma counselling services to insured persons, <b>employees</b> or members of the public who have witnessed the accidental, unexpected and unforeseen traumatic death or significant physical impairment of a person on <i>your</i> premises or in <i>your</i> care.</p> <p>Provided that:</p> <ul style="list-style-type: none"> <li>a) the trauma counselling services are deemed necessary in the reasonable opinion of <i>your</i> managing director or chief executive officer to prevent damage to <i>your</i> reputation and/or to assist with prevention of long term psychological disorders;</li> <li>b) the trauma counselling services are being provided by a professional Trauma Counselling Service provider, independent to the insured; and</li> <li>c) the trauma counselling service provider is engaged within a 30 day period immediately following the day on which the event occurred.</li> </ul>	<ul style="list-style-type: none"> <li>a) more than \$10,000 for any one <b>claim</b> and in the aggregate for all <b>claims</b> in any one <i>period of insurance</i>.</li> </ul>



# Part C: Tax Audit

## Tax Audit Section

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

### Specific Definitions applicable to Tax Audit 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.

**APRA** means the Australian Prudential Regulation Authority.

**auditor** means an authorised officer under Commonwealth, State or Territory legislation to conduct a **tax audit**.

**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**.

**managed investment** has the meaning provided in the Corporations Act 2001.

**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
- g) any consequential or economic loss.

**registered tax agent** means a professional or group of professionals registered with the Australian Government Tax Agents' Board.

**tax audit** means the carrying out of an audit on a return submitted by **you**, or on **your** behalf, by the Australian Tax Office ("ATO"), or any Australian Commonwealth, State or Territory department, relevant body or agency, or authority which is authorised to conduct such an audit, other than a return to **APRA**.

**tax minimisation scheme** means the arrangement of taxation and other returns, by **you** or on **your** behalf, which are designed to reduce the tax payable by **you**.

### What is covered

**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 Section, 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 Section is limited to \$20,000 or the amount specified in the **certificate of insurance**. No **excess** shall apply to this Section.

## What is not covered

This Section 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 Section 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**.



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