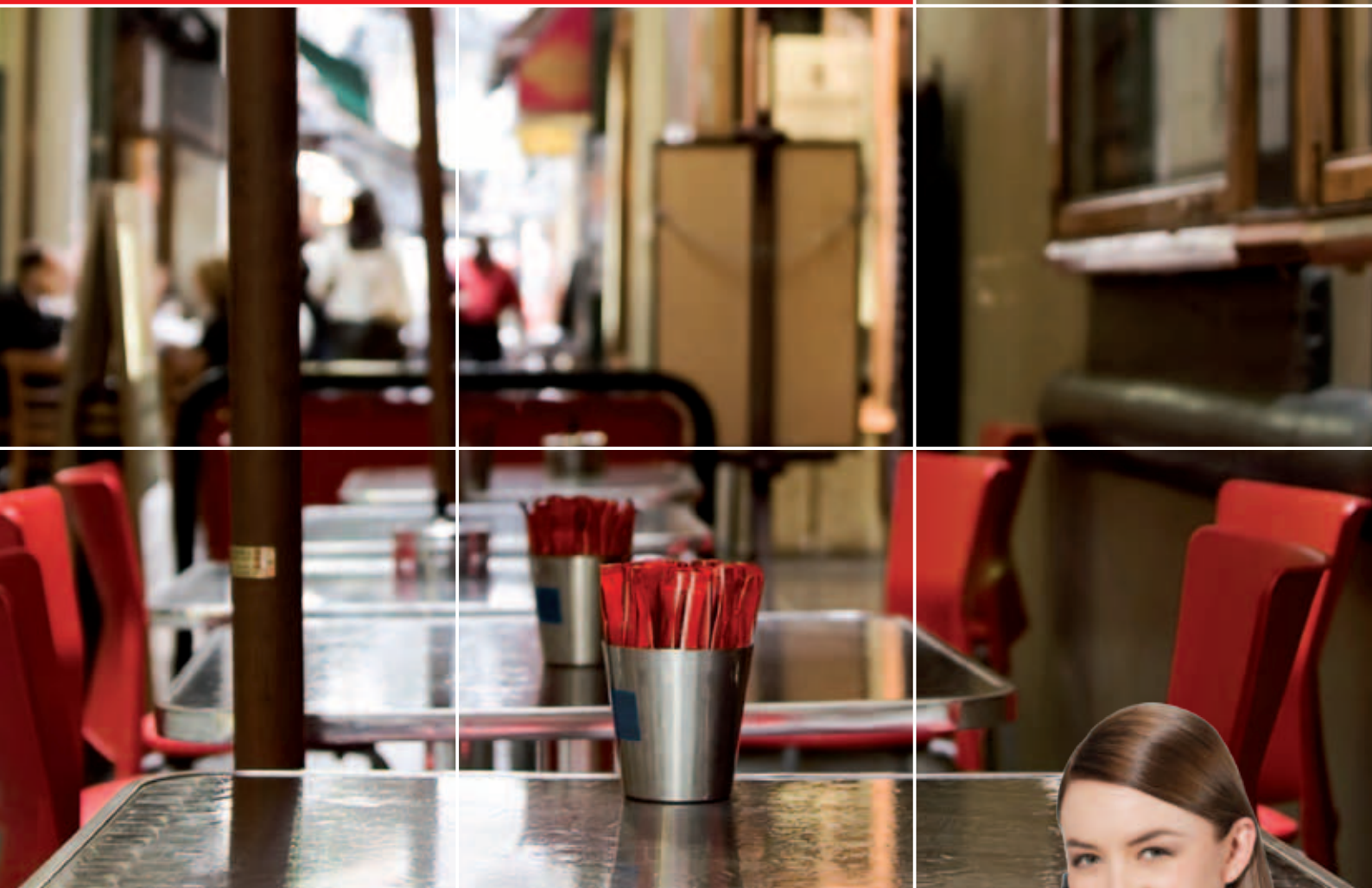




# BUSINESS INSURANCE POLICY

Product Disclosure Statement  
and Policy Wording



AAMI





# Business Insurance Policy

Welcome to AAMI Business Insurance	ii
Your AAMI Product Disclosure Statement and Policy Wording	ii
Part 1 – Policy summary	1
Part 2 – Important information	2
Cancellation during the cooling off period	2
Privacy statement	3
General Insurance Code of Practice	5
How we will deal with a complaint	5
Updating Information	6
Financial Claims Scheme	6
Terrorism Insurance Act 2003	6
Part 3 – Information for Certain Persons insuring vehicles or home building (including choice of repairer)	7
Premium discounts	8
Information about excesses payable	8
Choice of repairer applicable to section 10	9
Part 4 – Your policy terms and conditions	10
About your insurance policy	10
Our contract with you	10
Paying premiums annually	10
Making a claim	11
When we may refuse a claim	14
Inflation Protection	14
Cancelling your policy	14
Other Conditions	15
Section 1A – Fire and Defined Events	17
Section 1B – Theft	30
Section 1C – Glass and Signs	33
Section 1D – Breakdown of Machinery, Computers and Electronic Equipment	35
Section 1E – Restoration of Computer Data	38
Section 1F – Computers – Increased Costs of Working	39
Section 1G – Deterioration of Stock	40
Section 2 – Money	41
Section 3 – Portable and Valuable Items	45
Section 4 – Employee Dishonesty	47
Section 5 – Back in Business	49
Section 6 – Goods in Transit	54
Section 7 – Legal Liability	58
Section 8 – Tax Probe®	69
Section 9 – Legal Power®	72
Section 10 – Commercial Motor	77
Part 1 – Loss of or damage to your vehicle	78
How we settle a claim under Part 1 of this policy section	83
Part 2 – Legal Liability	87
How we settle a Claim under Part 2 of this policy section	92
Optional covers for comprehensive cover	93
When we will not pay a claim under this policy section	95
Claim payment examples	97
General exclusions	101
Definitions	103

# Welcome to AAMI Business Insurance

Thank you for deciding to buy your business insurance direct. You've probably been dealing direct for your home or car insurance, so it makes sense to do the same for your business insurance.

AAMI Business Insurance is a specialist in providing direct insurance solutions to small businesses in Australia.

The other benefits that you may experience through AAMI Business Insurance include:

- package discounts
- peace of mind
- pay by the month
- customised cover
- hassle-free claims
- plain language policy documentation

## Your AAMI Product Disclosure Statement and Policy Wording

We are required to give you a **Product Disclosure Statement (PDS)** if you are insuring **vehicles** (not exceeding 2 tonnes) under policy section 10 or a **home building** under policy sections 1A, 1B or 1C and you are:

- an individual; or
- a small business, having:
  - in the case of a non-manufacturing business, less than 20 employees; or,
  - in the case of a manufacturing business, less than 100 employees.

This PDS and Policy Wording consists of 4 parts:

Part 1: A Policy Summary. You can use this summary to decide which sections you need for your business.

Part 2: Important Information. This section includes information about your rights and responsibilities and the General Insurance Code of Practice and how to contact us if you have a complaint. This part applies to all policy sections and should be read by all people who take out this **policy**.

Part 3: Information for certain persons insuring **vehicles** or a **home building**. This part only applies to you if you are insuring **vehicles** (not exceeding 2 tonnes) under section 10 or a **home building** under policy sections 1A, 1B or 1C and you are an individual or a small business.

Part 4: Your AAMI Business Insurance Policy terms and conditions.

To understand the full terms and conditions of your **policy**, you must read the Important Information section (Part 2) and Your AAMI Business Insurance Policy terms and conditions (Part 4).

If you are insuring **vehicles** under policy section 10 or a **home building** under policy sections 1A, 1B or 1C and you are an individual or a small business, you should also read Part 3.

Please note that AAMI Business Insurance products are not covered by AAMI's Customer Charter.

### Who is the insurer?

---

Australian Associated Motor Insurers Limited (AAMI) ABN 92 004 791 744, Australian Financial Services Licence No. 23 8173, is the insurer and the issuer of this PDS. AAMI Business Insurance is a brand name under which this policy is sold and administered.

### How to contact us

---

You may contact us as follows:

Phone us on	13 22 44
Fax us on	1300 305 111
to lodge or discuss a claim on	13 22 44
By email	businessinsurance@aami.com.au
our website on	www.aami.com.au

# Part 1 – Policy summary

AAMI Business Insurance offers a range of insurance covers for your business. These are listed below. Not all of these covers are available on their own, some are dependent on you taking out another cover as well. For the covers you have selected please refer to “What’s Covered” in the schedule.

Cover type	Summary of covers (See the relevant Section for details, relevant limits, and specific conditions and exclusions that apply)
Section 1A: Fire and Defined Events	This section covers the <b>damage</b> to your <b>property</b> at your <b>premises</b> from certain sudden, unexpected or unforeseen <b>occurrences</b> , and provides a number of automatic additional benefits.
Section 1B: Theft	This section covers <b>loss</b> of or <b>damage</b> to your <b>property</b> due to theft and provides a number of additional benefits.
Section 1C: Glass and Signs	This section covers <b>glass</b> in your <b>premises</b> (including internal glass such as glass partitions or external windows) and provides a number of automatic additional benefits.
Section 1D: Breakdown of Machinery, Computers and Electronic Equipment	This section covers the <b>breakdown</b> of your business’s mechanical machinery including air conditioning units, computers and <b>electronic equipment</b> such as photocopiers and faxes.
Section 1E: Restoration of Computer Data	This section covers the cost of rewriting your business’s computer records following a computer <b>breakdown</b> .
Section 1F: Computer Breakdown – Increased Costs of Working	This section covers the increased costs of working (such as the hiring of alternative computers or the hiring of additional staff) following the <b>breakdown</b> of your business’s computers.
Section 1G: Deterioration of Stock	This section covers the costs of replacing your business’s <b>stock</b> which is kept in freezers or refrigerated units, if the fridge or freezer breaks down.
Section 2: Money	This section covers your business’s money whilst on your <b>premises</b> , in a <b>safe or strongroom</b> , in transit to or from your <b>premises</b> , in your personal custody, or the custody of a trusted <b>employee</b> .
Section 3: Portable and Valuable Items	This section covers the <b>loss</b> of or <b>damage</b> to portable <b>property</b> such as tools, laptop computers or personal digital assistants throughout Australia and the rest of the world.
Section 4: Employee Dishonesty	This section covers the theft of your business’s property or <b>money</b> due to the fraudulent actions of <b>employees</b> for their own gain or the financial benefit of any other person or organisation.
Section 5: Back in Business	This section covers you for lost business <b>revenue</b> and the increased costs of working as a result of damage to <b>property</b> caused by specified insured events and provides some automatic Extra Benefits.
Section 6: Goods in Transit	This section covers the <b>loss</b> or <b>damage</b> to <b>goods</b> and <b>stock</b> that your <b>business</b> buys, sells or uses whilst they are in <b>transit</b> .
Section 7: Legal Liability	This section covers the <b>legal liability</b> of your <b>business</b> for <b>personal injury</b> to another person (other than employees) or <b>damage to property</b> owned or controlled by someone else.
Section 8: Tax Probe®	This section covers the <b>professional fees</b> incurred in connection with an <b>audit</b> or <b>investigation</b> of the <b>business’s</b> financial or tax affairs by any authority authorised to do so; for example the Australian Taxation Office.
Section 9: Legal Power®	This section covers the legal expenses that your <b>business</b> may incur when pursuing or defending your legal rights in respect of disputes including, but not limited to, Employment Contracts and Contract Disputes.
Section 10: Commercial Motor	This section covers the business’s Motor Vehicles with Comprehensive or Legal Liability Only.

## Part 2 – Important information

### Cancellation during the cooling off period

---

You have the right to cancel and return the insurance **policy** or a section of the **policy** by notifying us in writing within 30 days of the date it was issued to you ("cooling off period"), unless you have a claim under the **policy** within the cooling off period.

If you cancel the policy during the cooling off period, we will return the amount you have paid.

To cancel at other times, please see "Cancelling Your Policy" on page 14.

To cancel your policy, please call us on 13 22 44

or write to:

AAMI Business Insurance,  
GPO Box 2470  
Adelaide, SA 5001.

### The information we need to know from you

---

When we agree to insure you, to renew or vary your **policy**, or to pay your claim, our decision relies on the accuracy of the information you give us. If that information is not accurate, we can potentially reduce or deny any claim you may make or cancel your policy. We never want to have to do that, so you must answer the questions we ask and disclose relevant information to us honestly and correctly.

You must observe the conditions contained in this PDS and Policy Wording.

You must pay or agree to pay us the premium we charge and any excesses that apply.

You should retain this PDS and Policy Wording so you can refer to it if needed.

When you receive your renewal notice, please carefully check the information it shows about you. If any of that information is incorrect or incomplete, please call us and we will update our records.

If you are a joint insured, the above applies to every person or organisation insured under this policy.

### How we may cancel

---

We can only cancel your policy by giving you written notice in accordance with the Insurance Contracts Act 1984.

### If you pay by instalments

---

If you pay your premium by monthly instalments and your payment is overdue, we can:

- refuse to pay a claim if payment is at least 14 days late; and,
- cancel your policy by notifying you in writing if payment is at least 1 month late.

If we cancel your policy, we will require you to pay us the amount owing up to the date of cancellation plus any cancellation processing charge. You do not have to pay us any further instalment due after the date of cancellation.

To cancel at other times, please see "Cancelling your policy" on page 14.

### Interested parties

---

We will not insure the interests of any person other than you, unless you have notified us in writing of such interest and the interest has been noted in the **schedule**. We will then only insure them to the extent specified in this policy.

### Under insurance

---

When you have elected to insure your **buildings** or **contents** (excluding **stock**), the **insured amounts** should represent the full replacement value at new costs. If this is not done, any claim you make for these may not be paid in full.

## **The Goods and Services Tax (GST) and your insurance – GST registered policyholders only**

---

**GST** has an impact on the way in which claim payments are calculated under your **policy**. We will calculate the amount of any payment we make to you having regard to your **GST** status.

If, for example, we make a cash payment to you for the purchase of goods or services for which you are entitled to claim an input tax credit, we will only pay you an amount equal to your net cost – this is your cost after claiming input tax credits. The wording contained in this **policy** sets this out in more detail.

In respect of your **policy** with us, therefore, where you are registered for **GST** purposes, you should calculate your **insured amounts** or advise us your asset values or revenue having regard to your entitlement to input tax credits.

You should, therefore, consider the net amount (after all input tax credits have been taken into account) which is to be insured and calculate and advise to us insured amounts, asset values or revenue on a **GST** exclusive basis.

Where you have elected to insure commercial motor vehicles, if the **vehicle** is shown on your **schedule** as having **agreed value** and your **vehicle** is a **total loss** due to an **event** in the **period of insurance**, we will not deduct any input tax credit entitlement from any amount payable to you as the **agreed value** of your **vehicle**.

If you are either wholly or partially input taxed, you are in a special category under the **GST** legislation and will need to advise us your sums insured, asset values or **revenue** on a **GST** inclusive basis with the exception of **agreed value** for commercial motor vehicles.

This outline of the effect of the **GST** on your **policy** is for general information only. You should not rely on this information without first seeking expert advice on the application of the **GST** to your particular circumstances.

## **Privacy statement**

AAMI Business Insurance is a member of the Suncorp Group.

The Privacy Act 1988 (Cth) requires us to inform you that:

### **Purpose of collection**

---

Personal information is information about an identifiable individual and includes facts or an opinion about you which identifies you or by which your identity can be reasonably determined. The collection of your personal information is essential to enable us to conduct our business of offering and providing you with our range of financial products and services.

We collect personal information for the purposes of:

- identifying you when you do business with us;
- establishing your requirements and providing the appropriate product or service;
- setting up, issuing, administering and managing our products and services;
- assessing and investigating, and if accepted, managing a claim made by you under one or more of our products; and,
- improving our financial products and services, including training and developing our staff and representatives.

### **Consequences if personal information is not provided**

---

If we request personal information about you and you do not provide it, we may not be able to provide you with the financial product or service that you request, provide insurance cover, manage or pay any claim under an insurance policy, manage your product or provide any benefits, or provide you with the full range of services we offer.

### **Disclosure**

---

We use and disclose your personal information for the purposes we collected it.

We may also use and disclose your personal information for a secondary purpose related to the purpose for which we collected it, where you would reasonably expect us to use or disclose your personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When necessary and in connection with purposes listed above, we may disclose your personal information to and/or collect your personal information from:

- other companies within the Suncorp group;
- where required or authorised under our relationship with our joint venture companies;
- information technology providers, including hardware and software vendors and consultants such as programmers;
- customer research organisations;
- intermediaries including your agent, adviser, a representative acting on your behalf, other Australian Financial Services Licensee or our authorised representatives and our agents;
- where you are an insured person and not the policy holder, we will disclose to the policy holder;
- accounting or finance specialists;
- government, law enforcement or statutory bodies;
- the Financial Ombudsman Service;
- other insurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financial or investigative service providers; hospitals, medical and health professionals;
- legal and other professional advisers;
- research and development service providers;
- printers and mail service and delivery providers for the mailing of statements, insurance policy documents and marketing material; or,
- imaging and document management services.

## Disclosure overseas

---

There are also instances where we may have to send your personal information overseas or collect personal information from overseas. These instances include:

- sending your personal information to companies in the Suncorp group;
- when you have asked us to do so;
- when we are authorised or required by law to do so;
- when we have outsourced a business activity or function to an overseas service provider with whom we have a contractual arrangement;
- certain electronic transactions; or,
- when it is necessary in order to facilitate a transaction on your behalf.

We will only send your personal information overseas or collect personal information about you from overseas for the purposes in this statement and in compliance with the privacy regime.

## Access

---

You can request access to the personal information we hold about you by contacting us.

In some circumstances, we are able to deny your request for access to personal information. If we deny your request for access, we will tell you why.

If accessing your personal information will take an extended period of time, we will inform you of the likely delay. For more detailed requests for access to personal information, for example, access to information held in archives, a fee may be charged to cover the associated cost of retrieval and supplying this information.

## Marketing

---

We would like to use and disclose your personal information to keep you up to date with the range of products and services available from Suncorp. Generally, our companies in the Suncorp group will use and disclose your personal information for Suncorp's marketing purposes.

If you do not want us to use and disclose your personal information for the purpose of marketing products and services to you, you should contact us and tell us.

## Contact

---

Please contact us to:

- change your mind at any time about receiving marketing material;
- request access to the personal information we hold about you; or,
- obtain more information about our privacy practices by asking for a copy of our Privacy Policy.

How to Contact Us

Phone us on	13 22 44
Fax us on	1300 305 111
By email	businessinsurance@aami.com.au
Send a letter to	AAMI Business Insurance, GPO Box 2470 Adelaide SA 5001

Our Privacy Policy can also be found on our website at

[www.aami.com.au](http://www.aami.com.au)

## General Insurance Code of Practice

We support and adhere to the General Insurance Code of Practice. A copy of the Code can be obtained from the Insurance Council of Australia by visiting [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au) or phoning (02) 9253 5100.

## How we will deal with a complaint

If you have a complaint about our products or services (even if through one of our service providers) or our complaints handling process, please let us know so that we can help.

You can contact us:

By phone	13 22 44
In writing	GPO Box 2470, Adelaide, SA 5001
By email	businessinsurance@aami.com.au

Please include the full details of your complaint and explain what you would like us to do.

Rest assured this is what we will do. When we receive your complaint, we will consider all the facts and attempt to resolve your complaint by the end of the next business day.

If we are not able to resolve the matter to your satisfaction, it will be referred to the relevant team leader or manager, who will review your complaint and contact you within 5 business days with their decision.

If you remain dissatisfied the matter will be referred to our Internal Disputes Resolution team (IDR). Our IDR team will review your complaint, and provide you with their final decision within 15 business days of your complaint being referred to them. The contact details for our IDR team are:

By phone	1300 130 794 (for the cost of a local call)
In writing	Internal Dispute Resolution PO Box 14180 Melbourne City Mail Centre Victoria 8001
By email	consumerappeals@aami.com.au

If we require additional information for our assessment or investigation of your complaint, we will agree with you a reasonable alternative timeframe to resolve your complaint.

If we are unable to resolve your complaint within 45 days, you may take your complaint to the Financial Ombudsman Service (the FOS), even if we are still considering it. The contact details for the FOS are set out below.

## What if you are not satisfied with our final IDR decision?

---

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the FOS. The FOS is an independent external dispute scheme and their service is free to you. Any decision the FOS makes is binding on us, provided you also accept the decision. You do not have to accept their decision and you have the option of seeking remedies elsewhere.

The FOS is available to customers who fall within their terms of reference. The FOS will advise if they can help you.

You can contact FOS:

By phone 1 300 780 808 (for the cost of a local call)

By Fax (03) 9613 6399

By email [info@fos.org.au](mailto:info@fos.org.au)

In writing Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001

By visiting [www.fos.org.au](http://www.fos.org.au)

## Updating Information

The information in this PDS and Policy wording was current at the date of preparation. We may update some of the information in this PDS that is not materially adverse from time to time without needing to notify you. You can obtain a copy of any updated information by calling 13 22 44. We will give you a free paper copy of any updates if you request them. If it becomes necessary, we will issue a **Supplementary PDS** or replacement PDS.

The headings and grey shaded areas in each section are not part of the policy itself. Their purpose is to provide you with a general guide about the content of the text.

## Financial Claims Scheme

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

The FCS only applies in the unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer.

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA.

Information about the FCS can be obtained from APRA by

Telephone 1 300 131 060

or

Website [www.apra.gov.au](http://www.apra.gov.au)

## Terrorism Insurance Act 2003

This policy excludes cover for losses as a result of terrorism.

In the event that damage to property occurs and the cause of the damage is declared a terrorist 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. The operation of this Act may also serve to reduce the settlement of your loss to a percentage of the otherwise recoverable loss. In the event that the settlement is reduced then this will be at the direction of the Minister.

A more detailed explanation of the operation of the Terrorism Insurance Act 2003 can be obtained at [www.arpc.gov.au](http://www.arpc.gov.au).

## Part 3 – Information for Certain Persons insuring vehicles or home building

This part applies to you if you chose cover for **vehicles** (not exceeding 2 tonnes) under section 10 or a **home building** under sections 1A, 1B or 1C and you are an individual or a small business.

You need to read this part if it applies to you.

### **The amount you pay for sections 1A, 1B or 1C (for a home building) or section 10 (for vehicles)**

The premium is the amount you pay us for this insurance. The premium payable by you will be shown on your **schedule**. Premiums are subject to applicable Commonwealth and state taxes and charges. These include the Goods and Services Tax and stamp duty. The amount of these taxes and charges will be shown on your **schedule**.

If you change your **policy** you may be entitled to a partial refund of premium or be required to pay an additional premium.

### **How various factors may affect your premium for sections 1A, 1B and 1C (for a home building)**

The following table is a guide to the significant factors which generally impact on your premium in relation to sections 1A, 1B or 1C (for a **home building**).

<b>Factor</b>	<b>Lowers premium</b>	<b>Increases premiums</b>
Insured amount	Lower insured amount	Higher insured amount
Postcode	Low risk postcode	High risk postcode
Optional covers	None taken	All taken
Claims experience	Low claims experience	High claims experience
Voluntary excess	Higher	Lower
Occupation	Low risk occupation	High risk occupation
Endorsements	Reduces our risk or your cover	Increases our risk or your cover
Building materials	More fire resistant materials (concrete)	Less fire resistant materials (wood)
Fire protection (policy section 1A only)	More protection, eg sprinklers system	Less protection
Location	Low risk location	High risk location
Number of premises*	Fewer premises	More premises
Security (policy section 1B only)	More effective security systems	Less effective security systems

\* Note: if you have insured multiple **premises** under these sections you may receive a discount on the premium otherwise payable to insure each **premises**.

## How various factors may affect your premium for section 10

The following table is a guide to the significant additional factors that may impact the component of your premium for section 10.

Factor	Lowers premium	Increases premium
Type of cover	Legal liability only	Comprehensive
Market and agreed value	Market value	Agreed value
No claims bonus	Higher rating	Lower rating
Types of vehicle	Low risk vehicle	High risk vehicles
Vehicle accessories	None specified	Items specified
Insured amount	Lower insured amount	Higher insured amount
Postcode	Low risk postcode	High risk postcode
Optional covers	None taken	One or more taken
Claims experience	Low claims experience	High claims experience
Voluntary excess	Higher excess	Lower excess
Occupation	Low risk occupation	High risk occupation
Endorsements	Reduces our risk or your cover	Increases our risk or your cover

When determining your premium we also take into account the age of the **vehicle** and the age of the drivers. These factors may lower or increase the premium depending on whether they mean there is a higher chance of you making a claim and if so, for how much.

## Premium discounts

At times we may offer premium discounts to particular customers as part of a promotion or to take account of market conditions. The amount and type of discounts offered can change at any time before you take out this **policy**, or at your next renewal.

If you are insured under multiple sections you may receive a package discount on the premium otherwise payable for each section.

## Why your premium can change

Each time you renew your insurance your premium is likely to change, even if your personal or business circumstances have not changed. This is because premiums are affected by:

- the cost of claims we have paid to other customers;
- the cost of claims we expect to pay in the future;
- any changes in government taxes or charges; and,
- our expense of doing business.

At renewal, we might decide to pass on all, or part of, any premium increase or decrease.

## Information about excesses payable

If you make a claim, you may be required to pay one or more **excesses**. The descriptions of these **excesses** and the circumstances in which they are applied are shown in the relevant policy section contained in Part 4 – Your Policy Terms and Conditions of this PDS and Policy Wording under ‘Excess’.

## Section 1A, 1B and 1C:

---

The amount of the **excess** applying to each of these sections is shown on your **schedule**. We take into consideration a number of factors when setting the amount of your **excess**, such as:

- your occupation;
- any voluntary excess that we may allow you to choose;
- your claims history; and,
- any additional risk factors that are unusual or unique to your business circumstances.

## Section 10

---

There are a number of **excesses** which apply to this section. The amount of each **excess** (other than the basic **excess**) is shown in the policy wording that applies to section 10 in Part 4 of this PDS and Policy Wording. The amount of the basic **excess** will be shown on your **schedule**.

We take into consideration a number of factors when setting the amount of your basic **excess**, such as:

- the make, model and type of vehicle being insured, including modifications made to the **vehicle**;
- any voluntary **excess** that we may allow you to choose;
- the age and driving experience of people who will be driving the **vehicle**;
- the **insured amount** of the **vehicle**;
- where and how the **vehicle** is used;
- the type of cover chosen;
- the place where your **vehicle** is garaged;
- your previous insurance and claims history; and,
- Extra Benefits, Additional Covers and **endorsements**.

## Choice of repairer applicable to section 10

If we agree to pay a claim and decide your **vehicle** is a **partial loss**, we can arrange the repairs with a **recommended repairer** if one is available, or alternatively you can choose your own repairer and arrange repairs with them.

Where we are able to provide you with access to one of our **recommended repairers**, we will offer you a choice if there is more than one in your area. However, we may only be able to nominate one **recommended repairer** if there are no others available.

Where we are unable to provide you with access to one of our **recommended repairers**, we will require you to choose your own repairer.

For an example of how we settle a partial loss claim, see page 99 of this PDS.

## Part 4 – Your policy terms and conditions

### About your insurance policy

Your insurance policy is made up of this **PDS and Policy Wording**, any **Supplementary PDS (SPDS)** we may send you, any **endorsements** and the **schedule** which shows the **insured amounts**, the premium and any relevant government charges.

You should read all these documents together, to tell you what we cover, what we exclude, what we pay to settle claims and other important information. Each section of this **policy** has exclusions which are listed under “What we exclude”, and there are also some general exclusions which are listed on pages 101 and 102, and which apply to the whole **policy**.

In this insurance policy:

You/your means the policyholder named in the **schedule**.

We/our/us means Australian Associated Motor Insurers Limited (AAMI) ABN 92 004 791 744, Australian Financial Services Licence No. 23 8173, trading as AAMI Business Insurance.

Some other words used in this PDS have special defined meanings. These words are in **bold**. Most of the words we have defined are listed in the “Definitions” section on pages 103 to 113 of this policy.

We also explain the meaning of some words in the sections themselves.

The headings and grey shaded areas in each section are not part of the policy itself. Their purpose is to provide you with a general guide about the content of the text.

### Our contract with you

Your insurance policy is a legal contract between you and us. The contract is based on the information you gave us when you applied for the insurance, and any subsequent information which you have supplied.

We will provide cover for the sections of the **policy** shown under “What’s Covered” on your **schedule** for the **period of insurance**.

You must pay the premium and any relevant government charges for the **period of insurance** and comply with all of the **policy** conditions.

### Paying premiums annually

For policies with an annual premium, you must pay your premium by the due date. If you do not pay your premium by the due date, we can cancel your policy.

#### Paying by monthly instalments

---

You may be eligible to pay your premiums in regular instalments by direct debit.

#### Your responsibilities when paying by instalments

---

When paying by instalments:

- you must be an authorised signatory on the account nominated for your direct debit payments; and,
- you must ensure that your nominated account can accept direct debits and has sufficient funds to meet each payment at each due date.

Your financial institution may also apply its own fees (including dishonour fees). Those fees are your responsibility.

When you claim on your **policy** and we decide that the **damage** or **loss** to your **building**, business or car is so severe that it will need to be rebuilt or replaced, we will require you to pay the total unpaid balance of your premium before your claim can proceed.

## What happens if your instalment remains unpaid?

---

If you pay your premium by monthly instalments and your payment is overdue, we can:

- refuse to pay a claim if payment is at least 14 days late; and,
- cancel your **policy** by telling you in writing:
  - after 3 business days, if you do not pay an instalment on the agreed date; or,
  - straight away, if you are a month (or more) late in paying an instalment.

If we cancel your **policy**, we will require you to pay us the amount owing up to the date of cancellation plus any cancellation processing charge.

You do not have to pay us any further instalment due after the date of cancellation.

## Making a claim

You must follow the procedures outlined if something happens that causes **loss** or **damage** or **personal injury** which may lead to a claim. Please bear in mind, if you do not, we may refuse your claim or reduce the amount we pay you.

### 1) When loss, damage or personal injury occurs (other than in connection with a motor vehicle)

---

When **loss**, **damage** or **personal injury** occurs, you must:

- (a) as soon as possible take all reasonable steps to reduce the **loss** or **damage** and to prevent further **damage**;
- (b) immediately make a report to the police if:
  - you know or suspect that your **property** has been stolen,
  - someone has broken into your **premises**, or,
  - someone has caused malicious **damage** to your property;
- (c) not make any admission of liability, offer, promise or payment in connection with any event;
- (d) preserve and retain any damaged property and make it available for inspection by us or our agent (including a loss adjuster);
- (e) not authorise the repair or replacement of anything without our agreement; and,
- (f) If there is any other insurance that insures any risk insured by this **policy**, you are required to notify us and give us details of the other insurance.

### 2) When a motor vehicle is damaged or stolen

---

- (a) Contact us as soon as possible on 13 22 44.

We're available 24 hours a day. Our staff will advise you whether to bring your **vehicle** to one of our assessing centres or take it to a repairer. We can help with any other arrangements necessary to get you back on the road as quickly as possible.
- (b) Do everything reasonable to limit and prevent further **loss**, **legal liability** or **damage**.
- (c) If someone has stolen, attempted to steal or maliciously damaged your **vehicle**, call the police immediately. If we ask, you must provide to us the name of the Police Officer and Police station where you made the report;
- (d) Obtain the full names, addresses and phone numbers of all drivers and passengers involved and any witnesses to the **event**. You will also need to obtain the vehicle registration numbers and insurance details of all vehicles involved. If **damage** is caused to any other property please provide details of the address and owners names;
- (e) If you get demands, a notice of prosecution, details of an inquest or similar communications from other parties involved in the event, you must tell us immediately. If you delay in telling us, we may not cover any legal or other costs that result from that delay; and,
- (f) Tell us your entitlement to Input Tax Credits (ITCs) for your insurance premium if you are registered or should be registered for goods and services tax (GST) purposes. If information you give us is incorrect, we will not cover you for any resulting fines, penalties or tax charges.

What you must not do:

- Admit to anyone else involved in the **event** that it was your fault.
- Unless we have agreed, negotiate or promise anyone a payment, authorise any repairs (except **emergency repairs** to your **vehicle**, see page 80 for details) or dispose of any damaged property.
- Accept any payment (including **excess** payments) from anyone unless we agree first.

What you must agree to if you claim:

- You must provide proof of ownership of any lost or damaged property. Proof could include your **vehicle** log book, receipts, valuations or warranties.
- You must let us inspect and, if necessary, move your **vehicle** before repairs begin.
- Give us any information and help we need to handle the claim. This can include agreeing to be interviewed and providing relevant documents we ask for.
- You must allow us to make admission, defend or settle claims on your behalf.
- You must allow us to take legal action in your name against another person to recover any payment we have made on a claim or before we have paid your claim, whether or not you have been compensated or paid in full for your actual **loss**.
- If we decide to defend you, settle any claim against you, represent you or try to recover money from the person who caused the **loss** or **damage**, you must give us all the assistance we need, including assistance after your claim has been paid.

### 3) If your tax or financial affairs are going to be investigated

---

If your tax or financial affairs are going to be investigated you must:

- (a) provide us immediately with full written details of any proposed **audit** as soon as you are aware of it;
- (b) before retaining any professional other than your accountant, obtain our prior approval of that person's engagement and of the fees and disbursements likely to be incurred;
- (c) keep us fully informed of all material developments in relation to the claim and the **audit**;
- (d) take all reasonable steps to minimise cost and delay; and,
- (e) submit to us all accounts for **professional fees** immediately after receiving them. Provide fully itemised details of accounts so we can determine the nature of the work done.

When you have made a claim:

- we or our agent may investigate any matter that is or may be the subject of the claim;
- you are required to provide us with direct access at all times to your professional adviser;
- if we ask, you are required to instruct your professional adviser to assist us in connection with any claim; and,
- if we ask, you are required to instruct your professional adviser to assist us with any matter we seek to pursue with the department, body or agency conducting the **audit** which is or may be the subject of a claim under this policy.

### 4) Making a claim

---

If you wish to make a claim you must:

- (a) contact our claims department on 13 22 44;
- (b) give us all the information and documentation which we request. If we ask for it, you must provide us with a statutory declaration verifying the truth of your claim and any matters connected with it; and,
- (c) immediately send us any court documents or other communication you receive about the claim.

Do not take any action yourself or ask anyone else to do so on your behalf.

### 5) Proceedings and negotiations

---

When you submit a claim:

- (a) we require that you give us all information and assistance we may need:
  - to settle or defend claims; or,
  - to recover from others any amount we have paid for a claim.

- (b) you must allow us to:
- make admissions, settle or defend claims on your behalf; and,
  - take legal action in your name against another person to recover any payment we have made on a claim before we have paid your claim, or whether or not you have been compensated or paid in full for your actual loss.
- (c) you must allow us, or our agent, to enter your **premises** or make them available to us for inspection.
- (d) you must allow us, or our agent, to take possession of any damaged property and deal with it in a reasonable manner. If we do not take possession of the damaged property you cannot abandon it to us.
- (e) we will not unreasonably withhold progress payments. We will make progress payments on claims at intervals to be decided by us following receipt of an interim report from our loss adjuster or representative.
- (f) if we pay a claim under any section of this policy other than:
- Section 5 – Employee Dishonesty;
  - Section 7 – Legal Liability;
  - Section 8 – Tax Probe;
  - Section 9 – Legal Power; or
  - Section 10 – Commercial Motor

and your insured amount has been reduced due to the payment of a claim by us, we will automatically reinstate the insured amount to the same amount as specified in the schedule at the time of the loss or damage provided that:

- you have not (in writing) requested otherwise;
- you agree to pay any additional premium to reinstate the insured amount; and,
- you agree to implement any risk improvements required.

## 6) Fraudulent claims

---

If you or someone acting on your behalf makes a false or fraudulent claim, we may:

- (a) refuse to pay the claim;
- (b) cancel the policy;
- (c) take legal action against you; or,
- (d) do any or all of the above.

## 7) Subrogation agreements

---

If another person is, or could have been, liable to compensate you for any **loss, damage or legal liability** otherwise covered by the **policy**, but you have agreed with that person either before or after the **loss, damage or legal liability** occurred that you would not seek to recover any moneys from that person, we will not cover you under the **policy** for any such **loss, damage or legal liability**.

## 8) Claims Preparation Costs

---

We will pay for professional accountants, auditors' and claims consultants fees necessarily and reasonably incurred for the preparation of a valid claim under this policy.

The most we will pay is \$20,000 or 25% of the claim amount otherwise payable, whichever is the lesser.

This benefit is in addition to any amount payable in relation to the claim.

This benefit does not apply to any claim made under Back in Business, Legal Power, Tax Probe or Commercial Motor sections.

## When we may refuse a claim

We may refuse to pay a claim, or we may reduce the amount we pay you, if:

- (a) when applying for the insurance, or when making a claim you:
  - are not truthful,
  - have not given us full and complete details, or,
  - have not told us something when you should have,
- (b) you are paying by instalments and at the date of the event you are claiming for, you are 14 days (or more) late in paying an instalment;
- (c) you do not at all times take all reasonable care as we require you to do under "Taking Care" on page 15;
- (d) you do any of the following without us agreeing to it first:
  - make or accept any offer or payment or in any other way admit you are liable,
  - settle or attempt to settle any claim, or,
  - defend any claim;
- (e) cover is specifically excluded in the **policy**;
- (f) you have not complied with any of the requirements of "Making a claim" on page 11; or,
- (g) you have not complied with any other conditions of your **policy**.

Remember, if you prevent our right to recover from someone else or if you have agreed not to seek compensation from another person who is liable to compensate you for any **loss, damage or legal liability** which is covered by this **policy**, we will not cover you under this **policy** for that **loss, damage or legal liability**.

## Inflation Protection

To protect you from the effects of inflation, if you have cover under the Fire and Defined Event section we will automatically change the **insured amount** at renewal in line with movements in the Consumer Price Index, building cost or another similar indices.

Additionally, we will also automatically update your level of **revenue** as shown in the schedule applicable to Section 5 – 'Back in Business' and the **insured amount** as shown in the **schedule** applicable to Section 7 – 'Legal Liability' at renewal in line with movements in the Consumer Price Index or other similar index.

If the **insured amount** or **revenue** increases because of index linking, the new premium and relevant government charges will be based on the new **insured amount** and **revenue** shown on the **schedule**. If the information on your renewal notice is incorrect or incomplete, however, please contact us as soon as possible so we can ensure that the details of your business are accurate.

## Cancelling your policy

### How you may cancel

---

You may cancel the policy or a section at any time by telling us that you want to cancel it. To cancel your policy, please call on 13 22 44 or write to:

AAMI Business Insurance,  
GPO Box 2470  
Adelaide, SA 5001.

We subtract from any premium you have paid us, an amount to cover the period that we have already insured you for. We will then return the rest of the unused portion of the premium to you less any cancellation processing charge, unless you make a claim (along with **GST** and any relevant government charges where this is allowed). In addition, if you vary your policy and add additional cover, you have the right to cancel that additional cover. In this instance we will refund you the unexpired portion of the amount you have paid for that additional cover less any cancellation processing charge, unless you make a claim.

## How we may cancel

---

We may only cancel a policy when the law says we can.

We will cancel your policy by telling you so in writing, either in person or by post to your last known address.

We will return the premium that you have paid for the rest of the **period of insurance** (along with GST and any relevant government charges where this is allowed) minus administration costs associated with processing the cancellation.

## Paying by instalments

---

If we agree that you can pay your total amount in a number of payments instead of all at once, this is paying by instalments.

If you are one month (or more) late in paying an instalment, we may cancel your policy (see "Cancelling your policy" on page 14).

# Other Conditions

## 1) Keeping us up to date

---

During the **period of insurance** and at renewal you must tell us of any of the following changes (for which we may ask for an additional premium to maintain cover):

- if the **building** is not in a good state of repair;
- work on the **building** other than routine maintenance or decoration;
- any change in the **business**;
- at the commencement of your **policy** and at each renewal if the **revenue** shown on your **schedule** is not correct.
- any change of **premises**
- if the **premises** will be unoccupied for a continuous period of 60 days or more. We may agree to continue to insure the **building** and, if so, we will tell you in writing. You may be required to pay an additional premium and we may apply additional conditions to the **policy**;
- details of any conversion or modification to your **vehicle** made by someone other than the manufacturer. For example, if you give your **vehicle** wide tyres or wheels, or lower its suspension;
- if there is anyone under the age of 25 years who is likely to be a regular driver of the **vehicle**; or,
- if there is any change in the use of your **vehicle**. For example, if you start using your **vehicle** for courier services.

You must tell us :

- if you or any person who is likely to drive your **vehicle** is charged with or convicted of any motor offence or motor infringement (but not parking fines);
- details of any motor accidents that you or any person likely to drive your **vehicle** has had – whether or not involving your **vehicle**;  
or,
- if you or any person who is likely to drive your **vehicle** is convicted of any criminal offence.

## 2) Taking care

---

You must:

- take all reasonable steps to prevent **loss** of or **damage** to the **property** insured by this **policy**;
- take all reasonable care to prevent injury to another person or damage to another person's property;
- comply with all laws and safety requirements imposed by any authority or by state or national legislation;
- employ only competent **employees**;
- keep all property well maintained;
- ensure that the **premises** do not stay unoccupied for a continuous period of 60 days or more;
- keep all **vehicles** in a roadworthy condition; and,
- for the purposes of section 5, keep up-to-date and accurate financial and tax records.

### 3) Complying with our requirements

---

You must comply, within a reasonable time which we will specify, with any request made by us:

- to be allowed to survey your **premises** or examine your **products**;
- for the protection or improvement of your **property**; or,
- to reduce the likelihood of **personal injury** or **loss** of or **damage** to **property**.

### 4) Multiple Insureds

---

Where there is more than one person or organisation is insured under this **Policy**:

- any notice given by us under your **Policy** to any one of you will be deemed to be notice given to all of you;
- any misrepresentation or fraudulent actions or statements made by any person or organisation will deemed to be made by all of you; and,
- any claim made by any person or organisation will be deemed to be a claim made by all of you.



# Section 1A – Fire and Defined Events

This section of the policy covers physical loss of or damage to your property from insured events listed in this section, including but not limited to events such as fire, lightning and explosion. We do not cover the theft of your property under this section. An insured event does not include the items, events or circumstances set out beside the event in the “What we exclude” column.

You can claim for **loss** of or **damage** to your **property** as described under “What we cover” if:

- “Fire and Defined Events” is shown under “What’s Covered” in the **schedule**;
- the **loss** or **damage** occurs during the **period of insurance**;
- the **loss** or **damage** is not excluded under the “What we exclude” column of this section; and,
- the **loss** or **damage** is not excluded by any of the General Exclusions listed on pages 101 and 102.

## What we cover

**Loss** of or **damage** to your **property** at your **premises** caused by one or more of the following:

### 1. Fire

## What we exclude

**Loss** of or **damage** to **property** caused by its own spontaneous combustion, fermentation or heating, or due to its undergoing any process involving the application of heat.

**Loss** or **damage** caused by smog, soot, ash or heat damage where there has been no flame at the **premises** or at adjacent properties.

**Loss** or **damage** occurring within 72 hours from the commencement of this **policy** caused by a bushfire.

### 2. Lightning or thunderbolt

**Loss** or **damage** where you are unable to provide:

- evidence that lightning caused the **loss** or **damage**; or,
- meteorological evidence that lightning struck in your area at the time the **loss** or **damage** occurred.

### 3. Explosion

**Loss** of or **damage** to boilers and **pressure plant** (or their contents) resulting from the explosion

### 4. Earthquake, subterranean fire or volcanic eruption or fire resulting from any of these.

We will not pay for the first \$20,000 or 1% of the property **insured amount** at the damaged **premises** (whichever is the lower amount) of each claim caused by an earthquake, subterranean fire or volcanic eruption, or from a fire resulting from any of these.

(For example, if the insured amount for the **premises** is \$1,000,000 you will be required to pay the first \$10,000 (1% of \$1,000,000) of a claim as this amount is less than \$20,000)

You will only have to pay one **excess** if further **loss** or **damage** occurs within 72 hours of the earthquake, subterranean fire or volcanic eruption or from a fire resulting from any of these.

## What we cover

---

5. Impact caused by:
    - (a) any vehicle or its load;
    - (b) any aircraft or anything dropped from them, or sonic boom;
    - (c) space debris or debris from a rocket or satellite;
    - (d) any animal;
    - (e) a falling tree or part thereof;
    - (f) a mast aerial, antenna or satellite dish that has broken or collapsed; but excluding **loss** or **damage** to the mast, aerial, antenna or satellite dish itself unless caused by another **insured event**;
    - (g) a falling building or part of a building; or,
    - (h) **watercraft**.
- 

6. Riot, civil commotion and labour disturbances.
- 

7. Wind or water (including snow, sleet, hail and tsunami).

## What we exclude

---

### Loss or damage caused by:

- eating, chewing, clawing or pecking by any animal or bird;
  - you cutting down or removing tree branches; or,
  - someone else cutting down or removing tree branches when you have agreed not to hold them responsible if they cause **damage** to your **property**.
- 

**Loss or damage** caused by the stoppage or hindrance of work as a result of any industrial dispute.

---

For **loss** or **damage** of or to gates, fences, retaining walls, textile awnings, blinds, shade cloth, signs, shade houses, fibreglass houses, or glass houses we will not pay:

- (a) more than \$20,000 in respect of any one **event**; and,
- (b) the first \$250 of each claim you make or the **excess** shown in **schedule**, whichever is the greater.

We will not pay for cost of repair or replacement of a defective part or parts of a pipe or water system that caused the **loss** or **damage**.

**Loss** or **damage** occurring within 72 hours from the commencement of this policy caused by a named cyclone.

### Loss or damage:

- of or to property in the open, unless such property comprises part of a permanent structure designed to function without the protection of a wall or roof;
  - caused by **flood**, the sea, tidal wave, high water, unless the **damage** is caused by or arises directly from a seismic disturbance;
  - caused by mudslide, erosion, landslide, rockslide or subsidence;
  - caused by steam or condensation;
  - caused by water entering the **premises** as a result of structural defect, faulty design, faulty workmanship or lack of maintenance;
  - caused by water seeping or percolating from outside the **premises**; or,
  - caused by wear and tear, but does not apply in respect of **loss** or **damage** resulting from wear and tear.
- 

8. Sprinkler leakage caused by accidental water discharge or leaking from any sprinkler installation, including the expense incurred in shutting off the water supply, removing water and any incidental cleaning operations.
-

## What we cover

9. Vandalism or malicious acts, including **damage** to your property caused by burglars.

10. Escape of molten material from its intended confines on or about the **premises**.

## What we exclude

### Loss of or **damage**:

- to any gaming, amusement or vending machines or their contents where the machines are not located within the premises;
- caused by tenants;
- caused by theft: or,
- to **glass** and **signs**.

### We will not pay:

- the cost of repairing any fault which permitted the escape;
- the cost of retrieving or removing escaped material from any escape channel or catchment;
- **loss** of or **damage** to such escaped material; or,
- **loss** of or **damage** to furnace linings, crucibles, moulds, other containers or ladles from which molten material escaped.



## What we cover

### 11. Accidental **damage**

## What we exclude

We will not pay more than \$100,000 or the **insured amount** for any one claim, whichever is the lesser.

**Loss** or **damage** which is insurable under any other section of the policy, whether insured or not, or **loss** or **damage** which is excluded under any other section of the policy or the General Exclusions.

**Loss** or **damage** caused by:

- any of the **insured events** 1 to 10. To avoid doubt, this includes any of the **insured events'** related exclusions;
- mechanical, hydraulic, electrical breakdown or electronic failure, or malfunction;
- wear and tear, gradual deterioration, scratching, marring, developing flaws, normal upkeep or any gradual cause;
- vermin or insects;
- corrosion, rust, oxidation, mildew, mould, wet or dry rot, contamination or pollution, dampness of atmosphere, variation in temperature, evaporation, disease, shrinkage;
- change in colour, flavour, texture or finish;
- inherent vice or latent defect;
- loss of weight or exposure to light;
- creeping, heaving, normal settling, shrinkage, seepage, vibration, expansion in buildings, pavements, roads, car parks and the like;
- error or omission in design, plan, or specification, or failure of design, or failure during testing;
- faulty materials or workmanship;
- any unexplained inventory shortage or disappearance resulting from clerical or accounting errors, or shortage in the supply or delivery of materials or goods;
- theft;
- data processing or media failure or breakdown or malfunction of a processing system including operator error or omission;
- loading or unloading;
- failure of the supply of water, gas, electricity or fuel;
- infidelity, dishonesty, embezzlement, misappropriation, or fraud including forgery, erasure, counterfeiting by you or any **employee**;

## What we cover

## What we exclude

- erosion, subsidence, landslip or mudslide or any other earth movement; or,
- smoke or smut.

### Loss of or damage to:

- livestock, animals, birds, fish, plants, landscaping or growing crops;
- any electrical device (including wiring) caused by a surge in electrical current;
- **glass** or **signs**; or,
- **property** where the **loss** or **damage** was caused during the course of its processing or manufacture.

## Extra benefits

If we agree to pay a claim under **insured events** 1 to 11 we will also pay for the following **loss** or **damage**:

### 1. Fire extinguishment costs

The reasonable costs necessarily incurred by you, in extinguishing a fire either at your **premises**, immediately adjacent to your **premises**, or threatening to **damage** your **property**, including:

- wages for your employees;
- replacement of fire prevention sprinkler heads;
- replenishment of your fire fighting appliances;
- **loss** of or **damage** to materials unless otherwise specifically insured under another **insured event**; or,
- statutory charges payable by you to a fire brigade or fire fighting authority for attendance at a fire or chemical emergency involving insured **property**.

We will not pay more than \$25,000 for each **event**.

### 2. Rewriting of documents

Any reasonable labour costs necessarily incurred in reproducing or making good the **loss** of or **damage** to documents lost or damaged by the same **insured event**.

We will not pay more than \$50,000 for each **event**.

### 3. Cost of tracing source of water damage

The reasonable costs necessarily incurred in locating the source of water **damage** if the **loss** or **damage** is caused by water bursting or leaking from pipes, water mains, tanks or drains.

We will not pay more than \$25,000 during any one **period of insurance**.

### 4. Professional fees

Any reasonable architects', surveyors', consulting engineers', legal or any other fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred with our written consent, in rebuilding or repairing the **building**.

We will not pay more than

- (a) \$5,000; or,
- (b) the amount shown in the **schedule**

for each **event**, whichever is the greater.

Additionally, if the insured amount on **buildings** has not been exhausted, we will also pay up to the remainder of the unused **insured amount** for each event.

## What we cover

### 5. Temporary protection

Any reasonable costs that are necessarily incurred by you for the temporary protection and safety of your **property** at your **premises**, including the employment of security services.

### 6. Removal of Debris

The reasonable costs necessarily incurred for the removal of debris which means:

- removal, storage and disposal of debris from the **premises**;
- removal, storage and disposal of debris from premises, property, roadways, railways or waterways owned by any other person or entity where you are liable at law to remove, store or dispose of such debris as a result of the **damage** together with the cost of cleaning up, but this does not include:
  - (a) when the liability to remove, store or dispose of debris has arisen as a result of any agreement made by you, unless liability would have attached in the absence of such agreement; or,
  - (b) if the debris is itself a **contaminant** or **pollutant** that does not form part of the construction material of the **building**; or,
- demolition and removal of any of your **property** which is necessary for the purpose of repair or replacement.

### 7. Loss of land value

If we pay a claim for **loss** or **damage** to a **building** covered under this policy section, we will pay for any reduction in land value that results from the requirements of any legal authority that does not allow rebuilding or only allows partial rebuilding at the **premises**.

This is to be calculated by subtracting the land value after rebuilding, or after we have agreed that rebuilding is not possible, from the land value before the **damage**.

## Additional covers

The cover provided by Section 1A – Fire and Defined Events is extended to cover:

### 1. Personal effects of directors, officers and employees

**Loss** or **damage** in the **period of insurance** by **insured events** 1 to 10 of or to the **personal effects** of your directors, officers and **employees**.

## What we exclude

We will not pay more than:

- (a) \$25,000; or,
  - (b) the amount shown in the **schedule**
- for each **event**, whichever is the greater.

We will not pay more than

- (a) \$25,000; or,
  - (b) the amount shown in the **schedule**;
- for each **event**, whichever is the greater.

Additionally, if the insured amount on **buildings, stock** or **contents** has not been exhausted, we will also pay up to the remainder of the unused **insured amount** for each event.

We will not pay more than

- (a) 10% of the **insured amount** shown in the **schedule** for the **building**; or,
- (b) \$100,000

for each **event**, whichever is the lesser.

(For example, if the insured amount for the **buildings** is \$900,000, we will not pay more than \$90,000 (10% of \$900,000) as this amount is less than \$100,000).

We will not pay if the **loss** or **damage** is excluded by any of the exclusions in section 1A or the General exclusions.

We will not pay more than:

- (c) \$5,000 for any one person's **personal effects**; and,
- (d) \$10,000 in total for any one **event**.

## What we cover

### 2. Works of art and antiques

**Loss** or **damage** in the **period of insurance** by **insured events** 1 to 11 to works of art and antiques at your **premises**.

### 3. Temporary removal of **property**

**Loss** or **damage** in the **period of insurance** by **insured events** 1 to 10 to **property** while temporarily removed from the **premises** or stored at a temporary storage facility, self storage unit or bulk storage facility.

### 4. Capital additions

If either **buildings** or **contents** are insured, we will amend the definition of **property** to include **capital additions**.

### 5. Branded goods

We will not sell branded goods as salvage without your consent.

If you do not agree to us selling the branded goods as salvage, we will only pay you the market value of the goods after brands, labels or names have been removed.

## What we exclude

We will not pay more than:

- (a) \$10,000 for any one item; and,
- (b) \$30,000 in total for any one **event**.

We will not pay more than 20% of the **stock** and **contents insured amount** for **stock** and **contents** temporarily removed for each **event**.

We will not pay more \$20,000 in respect of **buildings**, landlord's plant and machinery normally attached to the **buildings** but not used for any purpose of trade, and landlords fixtures and fittings attached to the **building**.

We will not pay if:

- the **loss** or **damage** is excluded by any of the insured events' exclusions;
- the **property** is a motor vehicle (except for fork lift trucks and other similar appliances used to lift or convey goods within the confines of the **premises**);
- the **property** is located outside Australia at the time of **loss** or **damage**; or,
- the **property** had been removed for a period greater than 60 days at the time of **loss** or **damage**.

We will not pay more than:

- (a) 20% of the **insured amounts** for **buildings** and contents shown in the schedule for such premises; or,
- (b) \$500,000.

for each event whichever is the lesser.

(For example, if the insured amount for the **buildings** and **contents** is \$1,000,000, we will not pay more than \$200,000 (20% of \$1,000,000) as this amount is less than \$500,000).

## What we cover

### 6. Limited transit cover

**Damage to contents or stock** in the **period of insurance** which is in **transit** on a **conveyance** vehicle anywhere in Australia away from the **premises**, caused by the following;

- (a) insured event 1 – Fire;
- (b) insured event 3 – Explosion;
- (c) insured event 4 - Earthquake, subterranean fire or volcanic eruption or fire resulting from any of these;
- (d) insured event 7 - Wind or water (including snow, sleet, hail and tsunami);
- (e) insured event 9 - Vandalism or malicious acts, including damage to your property caused by burglars; and,
- (f) Collision or overturning of the vehicle.

For the purpose of this Additional Cover 6 only, the reference to “**goods**” in the definitions of “**Conveyance**” and “**Transit**” shall be replaced with “**contents or stock**”.

## What we exclude

We will not pay more than

- (a) \$25,000; or,
- (b) 10% of the total of the **insured amounts** for **contents** and **stock**;

for each event, whichever is the lesser.

We will not pay any claims under this section if you are insured under Section 6 – Goods in transit.

### 7. Prevention of imminent damage

The necessary costs that you incur in the **period of insurance** to extinguish a fire on or in the vicinity of your **premises** which causes or threatens **loss or damage** to your **property** or for necessary costs to prevent or diminish imminent **damage** to your **property** by any **insured event**.

We will not pay:

- more than \$25,000 in the **period of insurance**;
- for any fines penalties, or liability incurred by you; or,
- for any **loss or damage** to your **property**.

### 8. Landscaping

**Loss of or damage** in the **period of insurance** to landscaping at your **premises** caused by the following:

- (a) insured event 1 – ‘Fire’;
- (b) insured event 3 – ‘Explosion’;
- (c) insured event 4 – ‘Earthquake, subterranean fire or volcanic eruption or fire resulting from any of these’;
- (d) insured event 5 – ‘Impact’;
- (e) insured event 6 – ‘Riot, civil commotion and labour disturbances’; or,
- (f) insured event 10 – ‘Escape of molten material from its intended confines on or about the premises’.

Landscaping includes plants, shrubs, garden plots and lawns (including rock work, ornamentation and edging) and any resultant expenses necessarily incurred in cleaning, clearing or repairing, drains, gutters, sewers, and the like, all contained in or on or forming part of your **buildings**.

We will not pay more than \$10,000 for each **event**.

### 9. Undamaged foundations

If the **building** foundations at the **premises** are not **damaged** by an **insured event** that occurs in the **period of insurance** but a government or statutory authority requires reinstatement of the **building** to be carried out on another site, the foundations will be considered as destroyed.

## What we cover

### 10. New premises – temporary cover

**Loss** or **damage** during the **period of insurance** caused by **insured events** 1 to 11 to **property** at any new premises which you first occupy during the **period of insurance** provided that:

- the **business** carried on at or from the premises is the same as shown on the current **schedule**;
- only **property** that would have been covered if it were located at the **premises**, will be covered at the new premises; and,
- the new premises is constructed of the same materials as the **premises**, and has the same protection systems as are contained in the **premises**.

You must provide us with full details of the new premises. If we agree to cover **property** at the new premises, you must pay any additional premium we ask for.

### 11. Catastrophe inflation protection

If any of your **buildings** which are insured for repair or replacement at the **premises** are **damaged** by an **insured event** and provided:

- we determine that due to the **damage**:
  - (a) the **building** must be rebuilt; or,
  - (b) the cost to repair the **building** exceeds the cost to rebuild;
- and,
- as a direct result of the **insured event**, a competent authority declares a state of emergency affecting the area in which your **building** is situated;

we will pay up to 20% of the **insured amount** for **buildings** shown on the **schedule** for any additional costs incurred in rebuilding that can be directly attributed to increases in the price of services and materials as a result of the **insured event**.

We will pay this amount in addition to the **insured amount** although this additional cover shall not form part of the **insured amount** for the purposes of the application of Underinsurance.

In the event of the application of underinsurance to this policy section, our liability under this Additional Cover will be reduced in proportion to any adjustment made in the claims settlement as a result of the application of Underinsurance.

## What we exclude

We will pay no more than 20% of the highest property **insured amount** at **premises** shown on your **schedule**.

(For example, if you insure 2 premises, one for \$1,000,000 and the another for \$2,000,000, then any new premises will be covered up to \$400,000 (20% of \$2,000,000, the higher of the two property insured amounts)).

We will not pay any benefit if:

- you have owned or leased the new premises for more than 30 days; or,
- we have not agreed to cover the new premises under this **policy**.

This Additional Cover does not apply if you choose not to rebuild the **buildings** at the **premises** shown on your schedule.

We will not pay any amount under this Additional Cover for **damage** to any property other than **buildings**.

We shall not pay more than the increased building costs which are actually incurred by you as a result of the **insured event**.

We will not pay any amount under this Additional Cover until you have incurred costs exceeding the **insured amount** under this policy section for **buildings** at the **premises**.

## What we cover

### 12. Floating **stock**

We will pay, following the **loss** or **damage** of **stock** at a **premises** shown on the **schedule**, more than the **stock insured amount** at the **premises** to account for the temporary transfer of **stock** from another **premises** shown on the **schedule**, provided that:

- (a) An **insured amount** has been separately declared on the **schedule** for the **stock** at each of the **premises** insured under this policy section; and,
- (b) the business transfers **stock** between **premises** as a usual business practice.

The most we will pay under this Additional Cover is the lesser of:

- (a) the total amount of **stock** at all **premises** at the time of the **loss** or **damage**; or,
- (b) the total amount of the **stock** specified in the schedule at all of the **premises**.

For example, assume you operate from two retail **premises**, each with a **stock insured amount** of \$50,000. At the time of an **insured event** that destroys the **premises, stock** at the **premises** where the **loss** occurs is valued at \$70,000 and there is \$25,000 worth of **stock** at the other **premises**, which is less than \$100,000 of **stock** cover at all situations. We will pay up to \$95,000).

## What we exclude

This Additional Cover does not extend or increase the total **insured amount** for **stock** at all **premises** insured under this Policy Section.

We will not pay for **loss** or **damage** under this Additional Cover where **stock** levels in excess of the **insured amount** have been temporarily located at a **premises** for a period in excess of 90 days and where we have not agreed to an extended period.

## **What we pay for loss of or damage to buildings, contents or other property (excluding stock)**

If we agree to pay a claim for **loss** of or **damage** to your **buildings, contents** or **other property** (but excluding **stock**) we will pay, at our option, the costs to rebuild, replace or repair your **buildings, contents** or **other property** (excluding **stock**) so that it is returned as far as possible, to its condition and extent when new.

We will only pay these costs if you:

- start rebuilding, replacing or repairing without unreasonable delay. If unreasonable delays occur we will not pay more than what it would have cost to replace, repair or rebuild as at the date of **loss** or **damage**; and,
- have maintained your **building, contents** or **other property** (excluding **stock**) in a good state of repair. If you have not, we will deduct an amount for depreciation before we pay any costs of rebuilding, replacing or repairing it. Any depreciation we apply is based on the age and condition of your **building, contents** or **other property** (excluding **stock**).

### **Additional expenses**

If we agree to pay a claim for **loss** of or **damage** to **buildings, contents** or **other property** (excluding **stock**) and their respective **insured amount** has not been exhausted then we will also pay the following additional expenses up to the **insured amount**:

#### **1) Cost of complying with statutory requirements**

We will also pay the extra cost of repair of any **buildings** necessarily incurred to comply with the requirements of any statute or regulation of any municipal or statutory authority.

We will not pay for these additional costs if you had been required to comply with any requirements prior to the **loss** or **damage** occurring.

If the cost of repair of the **building** is less than 50% of the cost that would be incurred if your **building** had to be replaced, the amount we will pay for extra costs to comply with a statutory notice will be limited to the costs of complying in respect of the damaged part of the **building** only.

## 2) Reduced floor space

If due to any requirement of any law, local government or other statutory authority you are only able to replace your **building** with a reduced floor space then we will pay you the difference between the following on the completion of the rebuilding work:

- the estimated cost of repairing or replacing the building if the reduced floor space had not been required, and,
- the actual cost incurred in repairing or replacing the building.

In addition we will also pay any fee, contribution or other impost, not exceeding \$2,000 in respect of any one **event**, payable to any governmental, statutory or public authority where payment of such fee, contribution or impost is a condition precedent to the obtaining of consent to reinstate the building, provided that we will not be liable for payment of any fines or penalties imposed upon you by any such authorities.

We will not pay for these additional costs if we have agreed to only pay the **indemnity value of the building**.

The underinsurance provision will not apply to these additional expenses.

### Limits to what we pay

The most we will pay is the **insured amount** shown in the **schedule** for your **building, contents** or **other property** (excluding **stock**).

If we agree to pay a claim for the **loss** of or **damage** to your **building**:

- the work of rebuilding, replacing, repairing or restoring, as the case may be, can be carried out upon another site and in a manner suitable to your requirements. However, this is subject to:
  - (a) the total costs of rebuilding, repairing or restoring not exceeding the **insured amount**; and,
  - (b) the costs not being greater than what it would have cost us to repair or rebuild at the original site.

If you decide not to replace, rebuild or repair your **building**, and we agree, we will pay you the **indemnity value of the building**.

### Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

If you are making a claim for **loss** or **damage** caused by **Insured Event 4** – ‘Earthquake, subterranean fire or volcanic eruption or fire resulting from any of these’, the **excess** shown in the **schedule** is increased to \$20,000 or 1% of the property **insured amount**, whichever is the lesser.

### Underinsurance

In the event of a claim, if the **insured amount** is less than 80% of the value of the insured property we will only pay for a portion of your claim based upon the following formula:

$$\text{Claim amount} \quad \times \quad \frac{\text{insured amount}}{80\% \text{ of value of the category of } \text{property} \text{ at time of } \text{loss or damage}}$$

This condition shall not apply if the amount of any **loss** or **damage** is less than 5% of the **insured amount** shown in the **schedule** for that category of **property**.

If you have insured your **buildings** or **contents**, the value of the insured property for the purpose of underinsurance will be calculated based on the full replacement value at new costs. If this is not done, any claim you make for these may not be paid in full.

## What we pay for loss of or damage to stock

If we agree to pay a claim for **loss** of or **damage** to your **stock** we will pay the costs necessary to repair or replace the **stock** destroyed or damaged to a condition substantially the same as, but not better or more extensive than, its condition at the time the **loss** or **damage** occurred, taking into account depreciation, wear, tear, deterioration and whether the **stock** is obsolete.

### Limits to what we pay

The most we will pay is the **insured amount** shown in the **schedule** for **stock**, but during the **seasonal increase period** this is increased by 35%.

## Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

If you are making a claim for **loss** or **damage** caused by Insured Event 4 - 'Earthquake, subterranean fire or volcanic eruption or fire resulting from any of these', the **excess** shown in the **schedule** is increased to \$20,000 or 1% of the property **insured amount**, whichever is less.

## Underinsurance

In the event of a claim, if the **insured amount** is less than 80% of the value of the insured property we will only pay for a portion of your claim based upon the following formula:

$$\text{Claim amount} \times \frac{\text{insured amount}}{80\% \text{ of value of the category of } \text{property} \text{ at time of } \text{loss or damage}}$$

This condition shall not apply if the amount of any **loss** or **damage** is less than 5% of the **insured amount** shown in the **schedule** for **stock**.

The value of the **stock** for the purpose of underinsurance will be calculated based on the cost to replace or repair the **stock** to the same condition as it was at the time of the **loss** or **damage**.

## Special conditions applicable to Section 1A – Fire and Defined Events

---

### Additional limits to what we pay

Where a limit is stated as a dollar amount in this section, that limit may be increased if you request a higher limit and we agree to this. Additional premium applies.

If a limit in this section is increased, the additional amount we will pay in respect to that limit will be shown on your **schedule**. This amount is in addition to the relevant limit stated in this section.

For example, for Extra Benefit 5, "Temporary protection" the most we will pay for this benefit is \$25,000.

However, if your **schedule** shows an additional limit of \$50,000, the most we will pay under this Extra Benefit is \$75,000 (\$25,000 + \$50,000).

### Designation of property

For the purpose of determining under which item any **property** is insured, we agree to accept the designation under which such **property** appears in your books of account.

### Hazardous goods

The storage and use of hazardous goods usual to your **business** is only allowed in quantities and manner as permitted by law, by-laws, regulations, safety requirements and local government regulations.

### Sprinklers and fire alarm systems

All fire protection systems (either manual or automatic sprinkler or alarm systems) in the **premises** and which you own, or have responsibility for maintaining, must be maintained in accordance with the Australian Standards Maintenance Series (AS 1851) (or any subsequent amendment).

### Worked dollar examples

The following worked dollar examples are designed to assist persons insuring a **home building** to understand some of the important benefits in this section and how claims are calculated for **home buildings**. The examples do not cover all scenarios or all benefits and do not form part of your policy terms and conditions. The following should be used as a general guide only. You should consider all examples as each example covers different benefits and scenarios.

You have cover for a **building** that is used as both a newsagency and your residence. For this reason it is a **home building**. You have cover on a replacement value basis. The building's **insured amount** is \$300,000 and the excess specified in the **schedule** is \$250. The **building** is **damaged** in a bush fire and we assess the cost of repairs to be \$50,000.

How much we pay		Further information
Cost of repairs	\$50,000	We normally decide the <b>building</b> is repairable if the cost of repairing the <b>building</b> is significantly less than the <b>insured amount</b> (in this example the <b>insured amount</b> is \$300,000).
Cost of removal of debris	+\$30,000	The fire leaves building debris at the premises. We assess the cost to remove the debris to be \$30,000. Coverage is limited to the greater of \$25,000 or the remainder of the <b>insured amount</b> . In this example, the <b>insured amount</b> is sufficient to cover the \$30,000 cost.
Cost of complying with statutory authority	+\$2,000	The local council requires storm water harvesting tanks for all new works at the <b>premises</b> . This requirement was triggered by the repairs to the <b>building</b> and did not apply to the <b>building</b> previously. The cost to install the water harvesting tanks is assessed to be \$12,000 for the entire <b>building</b> , and \$2,000 for the <b>damaged</b> parts. As the cost of repairs is less than 50% of the cost to replace the entire <b>building</b> we only pay for the costs associated with the <b>damaged</b> portion of the <b>building</b> so we pay \$2,000.
Less excess	-\$250	We deduct this from the amount we pay. We may require you to pay this amount directly to the repairer.
Total claim	<b>\$81,750</b>	We would normally pay the total claim amount directly to the repairers.

#### Underinsurance

In the above example, if the actual replacement value of the **building** at the time of the loss was \$500,000 but you had only insured the **building** for \$300,000, the amount we pay will be reduced in accordance with the underinsurance conditions in this section. The amount we would pay will be calculated as follows:

$$\$ 81,750 \text{ (total claim)} \quad \times \quad \frac{\$300,000 \text{ (insured amount)}}{80\% \times 500,000 \text{ (building replacement value at time of loss)}} = \$61,312.50$$

You have cover for a **building** that is used as both a doctors surgery and your residence. For this reason it is a **home building**. You have cover on a replacement value basis. The building's **insured amount** is \$3,000,000.

The **building** is **damaged** due to an earthquake and we assess the cost of repairs to be \$500,000.

How much we pay		Further information
Cost of repairs	\$500,000	We normally decide the <b>building</b> is repairable if the cost of repairing the <b>building</b> is significantly less than the <b>insured amount</b> (in this example the <b>insured amount</b> is \$3,000,000).
Earthquake excess	-\$20,000	We will not pay for the first \$20,000 or 1% of the property <b>insured amount</b> at the damaged <b>premises</b> (whichever is the lower amount) of each claim caused by an earthquake.  1% of the <b>insured amount</b> is \$30,000 but \$20,000 is less so we will only apply the \$20,000 <b>excess</b> .
Total claim	<b>\$480,000</b>	We would normally pay the total claim amount directly to the repairers.

## Section 1B – Theft

This section covers the loss of your contents and stock from theft, attempted theft, armed hold up or an actual or threatened assault. An insured event does not include the items, events or circumstances set out beside the event in the “What we exclude” column.

You can claim for **loss** of your **contents** and **stock** as described under “What we cover” if:

- “Theft” is shown under “What’s Covered” in the **schedule**;
- the **loss** occurs during the **period of insurance**;
- the **loss** or **damage** is not excluded under the “What we exclude” column of this section; and,
- the **loss** or **damage** is not excluded by any of the General Exclusions listed on pages 101 and 102.

### What we cover

**Loss** of your **contents** and **stock** at your **premises** caused by one or more of the following:

1. Theft following actual forcible and violent entry to or exit from the **premises**.
2. Theft following assault or violence or threat to you (or your **employees**) or any other person lawfully at the **premises** (for example, armed hold up).
3. Theft of any **contents** in an **office** where there is no forcible and violent entry to or exit from the **premises**, up to a limit of \$3,000 for any one **event**.

### What we exclude

Theft from any yard, garden, verandah, outbuilding or any **other property** outside the confines of the **premises** unless specified in the **schedule**.

We will not pay more than \$250 for theft of **money** or **negotiable instruments**.

Theft of motor vehicles, trailers, aircraft or **watercraft** unless shown in the **schedule**.

Theft or any attempted theft by any persons, including **employees**, while lawfully at the **premises**.

**Loss** or **damage** to **glass** and **signs**.

Theft of **contents** or **stock** when the **premises** are left unoccupied unless any burglar alarm system which protects the **premises**:

- is made operative; and,
- is maintained in a good working condition.

### Extra benefits

If we agree to pay a claim for an **insured event** under this section, we will also pay for:

1. Security film

The cost of developing the film of security cameras following **loss**.

We will not pay more than \$1,000 in total for any one **event**.

2. Personal effects of directors, officers and employees

**Loss** of personal effects of your directors, officers and **employees** at your **premises**.

We will not pay more than:

- (a) \$5,000 for any one person’s personal effects; and,
- (b) \$10,000 in total for each **event**.

3. Temporary protection

The cost of temporary protection reasonably and necessarily incurred for the safety and protection of your **property** at your **premises**, following **loss** (for example, boarding up or temporary night watchmen).

We will not pay more than \$5,000 for any one **event**.

## What we cover

### 4. Rewriting of documents

The value of any reasonable labour costs incurred in reproducing or making good the **loss of documents**.

### 5. Funeral expenses

Any burial or cremation costs if any director, **employee**, officer or business partner sustains a fatal injury provided:

- (a) their death directly results from an assault that occurs during a theft or attempted theft of **property** owned by you or for which you are legally responsible; and,
- (b) the death occurs within 6 months of the assault.

## What we exclude

We will not pay more than \$25,000 during any one **period of insurance**.

We will not pay more than \$10,000 to the estate of each person.

## Additional covers

The cover provided by Section 1B – Theft is extended to cover the following **loss** or **damage** occurring in the **period of insurance** caused by theft:

We will not pay if the **loss** or **damage** is excluded by any of the exclusions in section 1B or the General exclusions.

### 1. **Damage** to the buildings

To **buildings** caused by theft covered by this policy section if you are the tenant of the **premises**, whether we insure the **buildings** or not.

**Damage** which you are not legally responsible for.

We will not pay more than \$5,000 during any one **period of insurance**.

### 2. Theft of parts of buildings

To permanently fixed (non-portable) apparatus, appliances or signs owned by you or for which you are legally responsible, attached to a **building** occupied by you at the **premises**, other than by means of a flexible or tensile cord to a power point, caused by theft following forcible and violent means.

We will not pay more than \$5,000 during any one **period of insurance**.

### 3. Replacement of locks

If the keys to your **premises** are lost or stolen, the cost of recoding or replacing locks which secure external doors, windows and other openings of the **premises**, or the cost of re-keying the locks;

We will not pay for replacement of locks on internal doors, safes or amusement or vending machines.

We will not pay more than \$5,000 during any one **period of insurance**.

### 4. New premises – temporary cover

To **stock** or **contents** at any new premises which you first occupy during the **period of insurance** provided that:

- the **business** carried on at or from the premises is the same as shown on the current **schedule**;
- only **stock** or **contents** that would have been covered if it were located at the **premises**, will be covered at the new premises; and,
- the new premises has the same protection systems as are contained in the **premises**.

You must provide us with full details of the new premises. If we agree to cover **stock** or **contents** at the new premises, you must pay any additional premium we ask for.

We will not pay more than 20% of the insured amount for **contents** and **stock** shown in the **schedule**.

**Loss** of any **contents** or **stock** which does not belong to you, or for which you are not legally responsible.

**Stock** which consists of **cigarettes and liquor**.

We will not pay any benefit if:

- you have owned or leased the new premises for more than 30 days; or,
- we have not agreed to cover the new premises under this **policy**.

## What we cover

### 5. Temporary removal of property

To **stock** or **contents** temporarily removed from the **premises** to any other premises in Australia.

## What we exclude

We will not pay more than 20% of the **insured amount** for **contents** and **stock** shown in the **schedule**.

**Loss** of any **contents** or **stock** which does not belong to you, or for which you are not legally responsible.

**Stock** which consists of **cigarettes and liquor**.

**Stock** or **contents** which have been removed for more than 60 consecutive days, unless a longer period has been agreed in writing.

### 6. Employee dishonesty

To **stock** or **contents** as a direct result of **employee dishonesty** during the **period of insurance** if discovered within 31 days of the **employee dishonesty** occurring.

We will not pay more than:

(a) \$2,500 for any one **event**; and,

(b) \$5,000 in total for all claims for **employee dishonesty** during the **period of insurance**.

We will not pay any claims if you are insured under Section 4 – Employee Dishonesty.

### 7. Works of art and antiques

To works of art and antiques at the **premises**.

We will not pay more than:

(a) \$10,000 for any one item; and,

(b) \$30,000 in total for any one **event**.

### 8. Damage to a safe or strongroom

To the **safe or strongroom** in the **premises** as a result of attempted theft or theft of **stock** kept inside the **safe or strongroom**.

## What we pay for loss of your contents or loss of or damage to buildings

If we agree to pay a claim for **loss** of or **damage** to your **contents**, **buildings** or other **property** (but excluding **stock**) we will pay, at our option, the costs to replace or repair your **contents**, **buildings** or other **property** (excluding **stock**) so that it is returned as far as possible, to its condition and extent when new.

## What we pay for loss of stock

If we agree to pay a claim for **loss** of your **stock** we will pay the costs necessary to repair or replace the **stock** lost, to a condition substantially the same as, but not better or more extensive than, its condition at the time the **loss** occurred, taking into account, depreciation, wear, tear, deterioration and whether the **stock** is obsolete.

## Limits to what we pay

The most we will pay for **cigarettes and liquor** is the amount shown for "cigarettes and liquor" in the **schedule**.

The most we will pay for other **stock in trade** and **contents** is the amount shown for "stock in trade and contents" in the **schedule**.

We will increase the **insured amounts** shown in the **schedule** during the **seasonal increase periods** by 35%.

## Additional limits to what we pay

Where a limit is stated as a dollar amount in this section, that limit may be increased if you request a higher limit and we agree to this. Additional premium applies.

If a limit in this section is increased, the additional amount we will pay in respect to that limit will be shown on your **schedule**. This amount is in addition to the relevant limit stated in this section.

For example, for Extra Benefit 4, "Rewriting of documents" the most we will pay for this benefit is \$25,000. However, if your **schedule** shows an additional limit of \$50,000, the most we will pay under this Extra Benefit is \$75,000 (\$25,000 + \$50,000).

## Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

# Section 1C – Glass and Signs

This section covers loss of or damage to glass windows, signs and showcases at your premises. An insured event does not include the items, events or circumstances set out beside the event in the “What we exclude” column.

You can claim for **loss** of or **damage** to your **glass** or **signs** as described under “What we cover” if:

- “Glass” is shown under “What’s Covered” in the **schedule**;
- the **insured event** occurs during the **period of insurance**;
- the **loss** or **damage** is not excluded under the “What we exclude” column of this section; and,
- the **loss** or **damage** is not excluded by any of the General Exclusions listed on pages 101 and 102

## What we cover

### 1. **Loss** of or **damage** to:

- **glass**; or
  - **signs**;
- at your **premises**.

## What we exclude

### **Loss** or **damage**

- from breakage arising directly or indirectly as a result of fire or **flood**; or,
- as a result of wear and tear, gradual deterioration, scratching, marring, developing flaws, normal upkeep or any gradual cause.

**Loss** or **damage** occurring whilst being moved, fitted into position or removed from its fitting.

We will not pay more than \$5,000 (excluding any “Extra Benefits”) in respect of **loss** of or **damage** to **signs** in any one **period of insurance**.

## Extra benefits

If we agree to pay a claim for an **insured event** under this section, we will also pay for:

We will not pay more than \$5,000 in total for Extra Benefits 1 to 7 for any one **event**. These Extra Benefits are payable in addition to the **insured events**.

### 1. Removal of frames

The cost of the removal or replacement of any frames, fixtures, fittings or other obstruction at your **premises** that is necessary in order for reglazing to be undertaken.

### 2. Replacement signwriting

The cost of replacing any signwriting, ornamentation or burglar alarm tape, wiring, security film or sensors on the **glass**.

### 3. Boarding up

The cost of temporary shuttering, boarding up or securing your **stock** and **contents** exposed pending replacement of the **glass**.

### 4. Window tinting

The cost of replacing any window tinting or window tinting film.

### 5. Damage to showcases and frames

**Loss** of or **damage** to your showcases, counters, frames or fittings.

### 6. Damage to tiled shopfronts

The cost of repairing tiled shopfronts where they are **damaged** by broken **glass**.

## What we cover

### 7. Window frames

The cost of repairing or replacing window frames or modifications in compliance with the minimum statutory requirements.

## What we exclude

### 8. Damage to window displays

**Loss** of or **damage** to your window displays or **stock** by broken **glass** including the cost of cleaning and the removal of any debris.

We will not pay more than \$5,000 for any one **event**.

## What we pay for loss or damage to glass and signs

If we agree to pay a claim for **loss** of or **damage** to **glass** or **signs** we will at our option repair or replace the damaged **glass** or **sign** or pay the cost of repairing or replacing the damaged **glass** or **sign** with **glass** or **sign** of a similar manufacture and quality.

### Additional expense of complying with statutory requirements

If it is necessary to replace the **glass** or **sign** with a different type in order to comply with a compulsory requirement from a Statutory Authority, we will pay these additional costs in order for you to comply. We will not pay to comply with any requirements that were issued prior to the **loss** or **damage** occurring.

### Limit to what we pay

The most we will pay in respect of **loss** of or **damage** to **signs** is \$5,000 in any one **period of insurance**. In addition, the most we will pay in total in respect of Extra Benefits 1 to 7 for any one **event** is \$5,000.

### Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

### Worked dollar example

The following worked dollar examples are designed to assist persons insuring a **home building** to understand some of the important benefits in this policy and how claims are calculated for **home buildings**. The example does not cover all scenarios or all benefits and do not form part of your policy terms and conditions. The following should be used as a general guide only.

You have cover for a **building** that is used as both a newsagency and their residence. For this reason it is a **home building**. You have cover on a replacement value basis. The excess specified in the **schedule** is \$250. The window glass in the newsagency is damaged after a rock is thrown through it. We assess the cost of replacing the glass to be \$2000.

How much we pay		Further information
Cost of repairs	\$2,000	We pay the replacement value of the glass.
Sign writing	+\$1000	The damaged window had signage painted on it. We assess the cost of repainting the signage to be \$1000. The limit for this benefit is \$5,000, so we pay \$1000.
Less excess	- \$250	We deduct this from the amount we pay. We may require you to pay this amount directly to the glass repairer.
Total claim	<b>\$2,750</b>	We would normally pay the total claim amount directly to the glass repairer.

# Section 1D – Breakdown of Machinery, Computers and Electronic Equipment

This section covers the breakdown of machinery (including boilers and pressure plant), computers and electronic equipment at your premises. An insured event does not include the items, events or circumstances set out beside the event in the “What we exclude” column.

You can claim for **loss** or **damage** as described under “What we cover” to an item of:

- **machinery**, if “machinery breakdown” is shown in the **schedule**;
- **computer equipment** if “computer breakdown” is shown in the **schedule**; or
- **electronic equipment** if “electronic equipment breakdown” is shown in the **schedule**;

if:

- the **loss** or **damage** occurs during the **period of insurance**;
- the **loss** or **damage** is not excluded under the “What we exclude” column of this section; and
- the **loss** or **damage** is not excluded by any of the General Exclusions listed on pages 101 and 102

## What we cover

**Breakdown** occurring at your **premises** of or to any **machinery, computer equipment** or **electronic equipment** which requires repair or replacement before it can continue operating normally.

## What we exclude

The cost of repair or replacement of **expendable items**.

**Breakdown** caused by any crack, fracture, blister, lamination, flaw or grooving which has not penetrated completely through the entire thickness of the material of the **machinery**.

The costs incurred in repairing wear and tear or gradual deterioration including:

- wear and tear due to normal operation;
- wearing or wasting away of material caused by normal operation or resulting from atmospheric conditions, rust, erosion, or oxidation;
- **damage** to a safety or protective device caused by its own operation;
- the chipping or scratching of painted or polished surfaces; or,
- slowly developing deformation or distortion.

The cost of carrying out of normal maintenance, such as the tightening of loose parts, recalibration or adjustments.

**Breakdown** of **machinery, computer equipment** or **electronic equipment** which you knew or reasonably should have known to be defective before the **breakdown** occurred.

**Loss** of use or consequential loss of any kind.

**Breakdown** caused by explosion, other than:

- the sudden and violent rending of any **boilers and pressure plant** or **pressure pipe systems** by force of internal fluid pressure of ignited flue gases, but excluding other chemical action; or,
- the bursting or disruption of turbines, compressors, engine cylinders, hydraulic cylinders, flywheels or other parts subject to centrifugal force, transformers, switches or oil immersed switch gear.

## What we cover

---

## What we exclude

---

**Breakdown** caused during the course of maintenance, inspection, repair, alteration, modification or overhaul.

**Breakdown** caused during installation, erection or relocation.

**Damage** to foundations, brickwork, and refractory materials other than as a result of **breakdown**.

**Breakdown** arising out of plant being subjected to tests involving abnormal stresses or arising out of plant being deliberately overloaded.

**Breakdown** caused by a deliberate act, neglect or omission on your part.

**Breakdown** for which the manufacturer or supplier or other parties are responsible under a maintenance or warranty agreement.

The cost of alterations, improvements or overhauls unless it is required for the repair or replacement.

The costs associated with modifying the **machinery** so that it operates with a more ozone friendly refrigerant gas as required by the **UNEP**.

**Breakdown** as a result of dual lifting.

**Air conditioners** unless your **schedule** shows they are covered.

The costs of restoring **electronic data** stored on **media** lost or distorted as a result of **loss** of or **damage** to **computer equipment**.

---

## Extra benefits

If we agree to pay a claim for an **insured event**, under this section we will also pay for:

Extra Benefits 1 and 2 are included in the **insured amount** for the **breakdown of machinery, computer equipment or electronic equipment**.

---

### 1. **Loss** of or **damage** to property caused by flying fragments

**Loss** of or **damage** to other **property** that results from flying fragments from the broken **machinery, computer equipment or electronic equipment**.

---

### 2. Costs of joints, gaskets, drivebelts

The reasonable costs of replacing joints, gaskets, seams, drivebelts, filters, chains, brickwork, foundation or refractories, seals, shaft seals, flexible drives or flexible pipes, soft rollers, refrigerant or other transfer media which are necessary for their repair.

---

### 3. Additional costs

The reasonable costs of:

- hiring temporary replacement **machinery, computer equipment or electronic equipment**;
  - effecting temporary repairs;
  - overtime work required for carrying out the repairs; or,
  - express freight services and consultants fees.
- 

We will not pay more than \$25,000 in total for these additional costs for each **event**.

## What we cover

## What we exclude

### Additional cover

The cover provided by 'Section 1D – Breakdown of Machinery, Computers and Electronic Equipment' is extended to cover the following **loss** or **damage** in the **period of insurance**:

1. Laptop computers, notebooks, or mobile electronic equipment away from **premises**.

**Breakdown** of your laptop **computer equipment** or **mobile electronic equipment** anywhere in Australia if:

- either 'Computer Breakdown' or 'Electronic equipment Breakdown', as appropriate for the item, is shown under "What's covered" in the **schedule**; and,
- the item is a **specified item** shown on the **schedule** under Section 3 Portable and Valuable Items.

## What we pay

If we agree to pay a claim for **breakdown** of **machinery**, **computer equipment** or **electronic equipment** we will at our option repair, rebuild or replace any **damaged** item or pay for the cost of repairing, rebuilding or replacing.

If we agree that you can carry out the repairs at the **premises** or at a workshop owned by you, we will pay the actual costs of materials and wages incurred plus a reasonable overhead mark-up, provided that a qualified person carries out the repairs.

If it is necessary to replace parts that are unavailable, we will not pay more than the estimated cost of similar parts currently available. If similar parts are unavailable, we will not pay more than the manufacturers, or suppliers, latest list price.

If the work of repairing, rebuilding or replacing the item is not commenced and carried out within a reasonable time period, we will not be liable to pay more than the cost necessary to repair, rebuild or replace the item at the time the **breakdown** occurred.

Where the **breakdown** is confined to a part of a machine or structure, we will not pay more than the cost of repairing or replacing that part plus the cost of dismantling and erecting the structure.

### Depreciation applied for replacement of computers or mobile electronic equipment

If we decide to pay you the cost to replace a laptop computer, notebook desktop computer or **mobile electronic equipment** rather than repair it, we will apply depreciation based on the age of the item, but not as a result of improvements in technology or functionality.

We will apply depreciation at the rate of 10% per annum for each year from the date of manufacture, subject to a maximum reduction of 80% of the installed current replacement cost.

### Limit to what we pay

The most we will pay for **breakdown** of:

- **machinery** is the 'Machinery Breakdown' **insured amount**;
- **computer equipment** is the 'Computer Breakdown' **insured amount**; and,
- **electronic equipment** is the 'Electronic Equipment Breakdown' **insured amount**.

### Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

## Section 1E – Restoration of Computer Data

You can only be covered under this section if you also have cover under section 1D. This section covers the rewriting of your computer records following a breakdown of the computer which we have agreed to pay a claim for under section 1D – Breakdown.

You can claim for **loss** or **damage** to **electronic data** stored on **computer equipment** as described under “What we cover” if:

- we have agreed to pay a claim under Section 1D for repair or replacement of the **computer equipment**;
- the data is lost as a direct result of the **breakdown** covered for under Section 1D;
- “Restoration of Computer Data” is shown in the **schedule**;
- the **loss** or **damage** is not excluded under the “What we exclude” column of this section; and,
- the **loss** or **damage** is not excluded by any of the General Exclusions listed on pages 101 and 102

### What we cover

The costs of restoring the **electronic data** stored on **media** lost or distorted as a result of **loss** of or **damage** to the **computer equipment** which occurs during the **period of insurance**.

### What we exclude

**Loss** or distortion of **electronic data** due to defects in the **media**.

**Loss** of use or consequential loss of any kind.

Restoration of **electronic data** other than that required after the most recent functional back-up.

The cost of restoration of **electronic data** created more than 5 working days before the **loss** or **damage** took place.

**Loss** or **damage** of **electronic data** caused by a **computer virus**.

### What we will pay for restoration of computer data

If we agree to pay a claim, we will pay the costs incurred in restoring the lost or distorted **electronic data**.

### Limits to what we pay

We will not pay more than the “Restoration of data” **insured amount** shown in the **schedule**.



## Section 1F – Computers – Increased Costs of Working

You can only be covered under this section if you also have cover under section 1D. This section covers the increased costs which you may incur, such as the hiring of alternative computers, following the breakdown of computers which we have agreed to pay a claim for under section 1D – Breakdown

You can claim for increased costs of working as described under “What we cover” if:

- we have agreed to pay a claim under Section 1D for repair or replacement of **computer equipment**;
- the increased costs of working are a direct result of the **breakdown** claimed for under Section 1D;
- we agree in advance to pay the increased costs of working;
- “Computers – Increased costs of working” is shown in the **schedule**;
- the **loss** or **damage** is not excluded under the “What we exclude” column of this section; and,
- the **loss** or **damage** is not excluded by any of the General Exclusions listed on pages 101 and 102

### What we cover

The increased costs of operating your **business** as a direct result of **loss** of or **damage** to the **computer equipment** which occurs during the **period of insurance**, including:

- hiring computers;
- transport costs;
- additional personnel; or,
- working at an off-site back up facility.

### What we exclude

Costs incurred in respect of the first 2 working days following the **event** that caused the **loss** of or **damage** to your computer.

Fines or liability incurred for breach of contract or for late or incomplete orders; or for any **loss** of bonus or any kind of penalties.

Any increased costs that are not necessary and reasonable to minimise any interruption to the **business**.

Any consequential loss.

Costs incurred after 90 days from the date of **loss** or **damage**.

Expenses that are incurred in the replacement of the **media**.

The cost of reinstating the **electronic data** contained on the **media**.

## What we will pay for computer breakdown increased costs of working

If we agree to pay a claim, we will pay the actual amount of the increased costs of working, less the charges and expenses of the **business** that cease or are reduced as a consequence of the **loss** or **damage**.

### Limits to what we pay

We will not pay more than the “Increased costs of working” **insured amount** shown in the **schedule**.

## Section 1G – Deterioration of Stock

This section covers the deterioration of chilled, refrigerated or frozen stock, following the breakdown of the freezer or refrigerated unit that they are kept in. An insured event does not include the items, events of circumstances set out beside the event in the “What we exclude” column.

You can claim for **loss** or **damage** as described under “What we cover” if:

- “Deterioration of Stock” is shown under “What’s Covered” in the **schedule**;
- the **loss** or **damage** occurs during the **period of insurance**;
- the **loss** or **damage** is not excluded under the “What we exclude” column of this section; and,
- the **loss** or **damage** is not excluded by any of the General Exclusions listed on pages 101 and 102.

### What we cover

**Loss** of or **damage** to stock at your premises caused by one or more of the following **events**:

1. A change in the temperature of the refrigeration or freezer unit in which refrigerated stock is kept as a result of:
  - **breakdown** of the refrigeration or freezer unit;
  - malfunctioning or failed thermostats, pressure controls, or limiting, controlling or protection devices;
  - accidental failure of supply services; or,
  - sudden leakage of refrigerant from the **machinery** or **pressure pipe systems**.
2. Contamination of the refrigerated stock by leakage of refrigerant.

### What we exclude

Any consequential loss.

**Damage** resulting from a supply authority intentionally interfering with the public supply service, unless this is done to safeguard life or any part of the public supply.

**Damage** resulting from any scheme of rationing which is not necessitated solely by damage to the generating or supply equipment of a supply authority.

**Damage** caused by disease, improper storage, damaged packaging material or inadequate ventilation.

**Damage** to refrigerated **stock** that is alive or of a bacterial nature.

**Loss** of or **damage** to refrigerated **stock** stored in mobile **machinery** or **pressure pipe systems**.

**Loss** of or **damage** to refrigerated **stock** which has exceeded its use by date.

### What we will pay

If we agree to pay for a claim for deterioration of refrigerated **stock**, we will at our option, pay the cost of replacing the refrigerated **stock** or replace that **stock**.

We are not liable to pay more than the purchase price you paid for the goods, together with any handling costs you incurred.

If deterioration occurs or is likely to occur to **stock** by either of the insured **events**, we will also pay the reasonable costs incurred by you to prevent or minimise the **loss** of or **damage** to refrigerated **stock**.

### Limit to what we pay

The most we will pay is the **insured amount** shown in the **schedule**.

During the **seasonal increase periods** we will increase the **insured amount** shown in the **schedule** by 35%.

### Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

## Section 2 – Money

This section covers the loss of or damage to your business's money from a wide variety of causes such as theft, armed hold up, or fire. The money may be in transit or at your premises. An insured event does not include the items, events or circumstances set out beside the event in the "What we exclude" column.

You can claim for **loss** of or **damage** as described under "What we cover" if:

- "Money" is shown under "What's Covered" in the **schedule**;
- the **loss** or **damage** occurs during the **period of insurance**;
- the **loss** or **damage** occurs in Australia or its external territories;
- the **loss** or **damage** is not excluded under the "What we exclude" column of this section; and,
- the **loss** or **damage** is not excluded by any of the General Exclusions listed on pages 101 and 102

### What we cover

**Loss** of or **damage** to:

#### 1. **Money**

in your custody or in the custody of persons authorised by you while it is:

- (a) in transit directly and without interruption for private activity to or from the **premises**;
- (b) held in a night safe until removed by a bank employee; or,
- (c) withdrawn for wages and salaries, but before it has been paid to **employees**.

We will also cover the **loss** of or **damage** to the cash carrying bag that results from theft in transit.

2. **Money** on the **premises** during **business hours**.
3. **Money** while locked in an **ATM, safe or strongroom** on your **premises** outside of **business hours**.
4. An **ATM, safe or strongroom** on your **premises**.
5. **Money** while it is in your private residence or the private residence of a person authorised by you.
6. **Money** on the **premises** outside of **business hours** and not in an **ATM, safe or strongroom**.

### What we exclude

**Loss** from an unattended vehicle.

**Loss** from a bank night safe after the usual closing time of the bank on the day following the deposit.

**Loss of money** while professional money carriers, professional carriers or common carriers carry it.

Shortages resulting from clerical or accounting errors or **loss** due to errors in receiving or paying out.

Any act of fraud or dishonesty by you or by any **employee**.

**Loss** from an **ATM, safe or strongroom** opened by a key or by use of a combination, either of which had been left on the **premises** outside of **business hours**.

**Loss of money** when the **premises** are left unoccupied unless any burglar alarm system which protects the **premises** is:

- operative during the period the **premises** are left unoccupied; and,
- maintained in good working condition.

We will not pay for more than \$2,000 for **money** in a private residence.

We will not pay for more than \$2,000 for **Money** on the **premises** outside of **business hours** and not in an **ATM, safe or strongroom**.

### Extra benefits

If we agree to pay a claim for an insured **event**, under this section we will also pay for:

#### 1. Clothing and personal effects

**Loss** of or **damage** to the **personal effects** of your directors, officers and **employees** during a theft or attempted theft of **money**.

We will not pay more than:

- (a) \$5,000 for any one person's **personal effects**; and,
- (b) \$10,000 for any one **event**.

If you are insured under Section 1B – Theft the benefit payable under this Extra Benefit shall not be cumulative and shall be limited to \$10,000 in the aggregate per **event**.

## What we cover

---

### 2. Replacement of locks

The cost of replacing locks, keys or combination locks that are used to lock your **ATM, safe or strongroom** which are stolen, **damaged**, lost or copied.

### 3. Temporary protection

The costs necessarily and reasonably incurred by you in effecting temporary protection and the employment of guards or watchman to safeguard the **money** at the **premises** as a result of theft or attempted theft that is covered under this section.

### 4. Security film

The cost of developing the film of security cameras following **loss**.

### 5. Funeral expenses

Any burial or cremation costs if any director, **employee**, officer or business partner sustains a fatal injury provided:

- (a) their death directly results from an assault that occurs during a theft or attempted theft of **money** owned by you or for which you are legally responsible; and,
- (b) the death occurs within 6 months of the assault.

## What we exclude

---

We will not pay more than \$5,000 during any one **period of insurance**.

If you are insured under Section 1B – Theft the benefit payable under this Extra Benefit shall not be cumulative and shall be limited to \$5,000 in the aggregate per **event**.

We will not pay more than \$5,000 for any one **event**.

If you are insured under Section 1B – Theft the benefit payable under this Extra Benefit shall not be cumulative and shall be limited to \$5,000 in the aggregate per **event**.

We will not pay more than \$1,000 in total for any one **event**.

If you are insured under Section 1B – Theft the benefit payable under this Extra Benefit shall not be cumulative and shall be limited to \$1,000 in the aggregate per **event**.

We will not pay more than \$10,000 to the estate of each person.

If you are insured under Section 1B – Theft the benefit payable under this Extra Benefit shall not be cumulative and shall be limited to \$10,000 in the aggregate payable to the estate of each person.

## Additional covers

The cover provided by Section 2 Money is extended to cover:

We will not pay if the **loss or damage** is excluded by any of the exclusions in section 2 or the General Exclusions.

### 1. Employee dishonesty

**Loss of money** as a direct result of **employee dishonesty** during the **period of insurance** if discovered within 31 days of the **employee dishonesty** occurring.

For the purpose of Additional Cover 1, the **insured event** exclusion "Any act of fraud or dishonesty by you or by any **employee**", does not apply where the **loss of money** is by an **employee**.

We will not pay more than \$2,500 for any one **event**.

If you are insured under Section 1B – Theft the benefit payable under this Extra Benefit shall not be cumulative and shall be limited to \$2,500 in the aggregate per **event**.

We will not pay any claims if you are insured under Section 4 – Employee Dishonesty.

### 2. Travellers' money

**Loss of money** during the **period of insurance** in your custody, or in the custody of an **employee**, whilst travelling on **business** anywhere in the world.

We will not pay more than:

- (a) \$1,000 in total for any one **event**; and,
  - (b) \$2,000 in the aggregate during the **period of insurance**.
-

## What we pay

---

If we agree to pay a claim for **loss** of or **damage to money** (other than certificates of stock, bonds, coupons and all other types of securities or travellers cheques) we will pay the amount of **money** lost or damaged.

In the case of any certificates of stock, bonds, coupons and all other types of securities the amount of the securities will be calculated as follows:

- if the securities can with our approval be replaced, the cost of replacement paid or payable by you; or,
- otherwise, the greater of:
  - the price for which you purchased them; or,
  - the closing market value on the last business day prior to the date of discovery by you of the **loss** or destruction of the securities, or if the time of discovery by you is after the close of the market, their closing market value on the day of discovery by you.

In the case of a **loss** of subscription, conversion or redemption privileges through the **loss** of any security, the value of such privileges will be the value immediately preceding the expiration of the subscription, conversion or redemption, in the currency in which the **loss** was sustained.

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

In the case of travellers cheques, discount house vouchers or lottery tickets, the amount will be calculated at the original purchase price incurred by you.

## Limits to what we pay

The most we will pay for **loss** or **damage**

- for **money** in transit, is the "money in transit" **insured amount**
- for **money** on the **premises** during business hours, is the "money on the premises during business hours" **insured amount**
- for **money** in a locked **ATM, safe or strongroom** on the **premises** outside **business hours**, is "money in the locked safe outside business hours" **insured amount**
- **money** on the **premises** outside **business hours** that is not in a locked **ATM, safe or strongroom** is, \$2,000
- **money** in a private residence is \$2,000.

## Increased insured amounts for seasonal increase periods

We will increase the **insured amount** for **money** shown in the **schedule** by 35% during the **seasonal increase periods** for:

- "money in transit";
- "money on the premises during business hours";
- "money on the premises outside business hours";
- "money in a private residence" and,
- "money in a locked safe or strongroom".

## Additional limits to what we pay

Where a limit is stated as a dollar amount in this section, that limit may be increased if you request a higher limit and we agree to this. Additional premium applies.

If a limit in this section is increased, the additional amount we will pay in respect to that limit will be shown on your **schedule**. This amount is in addition to the relevant limit stated in this section.

For example, for Extra Benefit 2, "Replacement of locks" the most we will pay for this benefit is \$5,000. However, if your **schedule** shows an additional limit of \$10,000, the most we will pay under this Extra Benefit is \$15,000 (\$5,000 + \$10,000).

## Increased insured amounts for any long weekend

We will increase the **insured amount** shown in the **schedule** for:

- "money in transit";
- "money on the premises during business hours";
- "money on the premises outside business hours";
- "money in a private residence" and,
- "money in a locked safe or strongroom"

by 100%, or \$50,000 whichever is the lesser, during any long weekend which occurs as a result of the government gazetting Monday or Friday as a public or bank holiday. This increase shall apply up until bank closing time on the next business day after such holiday.

## Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.



## Section 3 – Portable and Valuable Items

This section covers portable or valuable items that you usually carry around with you in the course of your business anywhere in the world. Please remember that any item worth more than \$2,500 must always be specified.

You can claim for **loss** or **damage** to a **specified item** or **unspecified item** as described under “What we cover” if:

- “Portable and Valuable Items” is shown under “What’s Covered” in the **schedule**;
- the **loss** or **damage** occurs during the **period of insurance**;
- the **loss** or **damage** is not excluded by any of the exclusions under the “What we exclude” column of this section; and
- the **loss** or **damage** is not excluded by any of the General Exclusions listed on pages 101 and 102

### What we cover

**Loss** of or **damage** to any **specified item** or **unspecified item**.

### What we exclude

Any **loss** or **damage** caused by:

- the sea;
- **flood**;
- earthquake, subterranean fire or volcanic eruption;
- spontaneous combustion, fermentation or heating;
- persons taking part in riots or civil commotion;
- wear and tear, atmospheric conditions, mildew, corrosion, disease, fading, rusting or other forms of oxidation;
- vermin or insects;
- scratching, denting, chipping or any other aesthetic defects that do not affect the operation or function of the **specified item** or **unspecified item**;
- theft of a **specified item** or **unspecified item** from the inside of an unattended vehicle unless all of the doors and windows of the vehicle are closed and locked and any alarm or immobiliser is activated and the theft is consequent upon violent and forcible entry to the vehicle;
- theft from an open vehicle unless the **specified item** or **unspecified item** is stored within a locked steel container that is permanently affixed to the vehicle or chained to the vehicle by a steel chain having a link diameter of 10mm or greater and a padlock with a security rating of between 7 and 10 under AS 4145.4 as amended;
- theft of any unattended **specified item** or **unspecified item** in a public place;
- mechanical or electrical breakdown or derangement;
- faulty materials, faulty workmanship of latent defect;
- delay, confiscation or detention by customs or other lawful authority;

## What we cover

---

## What we exclude

- theft committed by:
  - any member of your family or by any **employee** of yours; or,
  - any person whilst lawfully at your **premises**;
- **Loss** of or **damage** to any item, with a replacement value exceeding \$2,500 unless it is a **specified item**;
- **Loss** of or **damage** to a tool of trade while it is being used;

We will not pay any claims for **loss** or **damage** to **unspecified items** at the **premises** if such **unspecified items** can also be claimed, and are insured by you, under Section 1A – Fire and Defined Events; or, Section 1B – Theft.

---

## What we pay

---

If we agree to pay a claim we will, at our option, repair or replace the **specified item** or **unspecified item** or pay the cost of repair or replacement of the **specified item** or **unspecified item** to a condition substantially the same as, but not better or more extensive than, its condition when new.

Where a **specified item** or **unspecified item** forms part of a set, we will only pay for the replacement or repair of the item that is **lost** or **damaged**. We will not pay to replace the entire set.

### Limits to what we pay for unspecified items

The most we will pay for **loss** of or **damage** to any **unspecified item** is \$2,500. The most we will pay during the **period of insurance** for all claims in respect of any particular group or class of **unspecified items** is the **insured amount** shown on the **schedule** for that group or class of **unspecified items**.

### Limit to what we pay for specified items

The most we will pay for a **specified item**, is the **insured amount** shown in the **schedule**.

### How claims affect your insured amount

If we pay to replace a **specified item** then you have no more cover for it.

You may insure any replacement item with us if we agree to insure it, and you pay any extra premium that we ask you to.

If we pay any amount for **loss** or **damage** to **unspecified items**, we will reinstate the **insured amount** if we agree to do so and you pay any extra premium we ask you to.

### Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

# Section 4 – Employee Dishonesty

This section of the policy covers the theft of your property or money by any of your employees either acting alone or in collusion with any others.

You can claim for **loss of property or money** following an act of **employee dishonesty** as described under “What we cover” if:

- “Employee Dishonesty” is shown under “What’s Covered” in the **schedule**;
- the **loss** occurs within Australia or its external territories;
- the **loss** is not excluded by any of the exclusions under the “What we exclude” column of this section; and,
- the **loss** is not excluded by any of the General Exclusions listed on pages 101 and 102

## What we cover

**Loss of property or money** as a direct result of **employee dishonesty** if:

- you are able to identify which **employee** is responsible;
- the **employee dishonesty** happens during the **period of insurance**;
- the **employee dishonesty** is discovered within 12 months of it occurring; and,
- the **loss** is reported to the police immediately upon discovery and to us within 21 days.

## What we exclude

Any **loss** caused by a particular **employee** that occurs after:

- you become aware of an act of **employee dishonesty** by that **employee**; or,
- you suspect that **employee** has committed an act of **employee dishonesty**.

Any act of **employee dishonesty** committed by a person whom you knew to be dishonest.

## Extra benefits

If we agree to pay a claim under Section 4 – Employee Dishonesty, we will also pay for the following:

### 1. Accountants costs

We will reimburse you for fees payable by you to external auditors if they are reasonably and necessarily incurred to substantiate the claim.

We will not pay more than \$2,000 for each **event**.

### 2. Costs of recovery

If you sustain a **loss** greater than the **insured amount** shown in the **schedule** for this section, we will pay for costs and expenses that you have reasonably incurred in an attempt to recover the lost **property or money**.

We will not pay more than an additional 20% of the **insured amount** shown in the **schedule**.

## Additional covers

The cover provided by Section 4 Employee Dishonesty is extended to cover the following:

We will not pay if the **loss** is excluded by any of the exclusions in section 4 or the General Exclusions.

### 1. Unidentifiable employee

If you suffer any **loss of property or money** as a direct result of **employee dishonesty** in the **period of insurance** but are unable to identify the specific **employee** whose conduct has given rise to the **loss**, we will pay for the **loss** provided that you can satisfactorily demonstrate that the **loss** was caused by the dishonest conduct of one or more **employees**.

Any **loss** caused by an **employee** that occurs after you become aware of an act of **employee dishonesty**.

## What we cover

---

### 2. Retroactive cover

If this section of the policy replaces any previous policy of **Employee Dishonesty** insurance carried by you that is terminated, cancelled or allowed to expire at the time of the replacement, we will cover any **loss** that is within the time limitations provided that:

- the **loss** would have been recoverable by you under the previous policy except for the fact that the time within which to discover any **loss** had expired;
- the cover we provide is limited to the **insured amount** shown in the **schedule**;
- the **loss** would have been covered under this section if this section had been in force when the acts or defaults causing the **loss** were committed; and,
- recovery under this section for the **loss** will not exceed the amount that would:
  - (a) be recoverable under this section had those acts or defaults been committed immediately before discovery; or,
  - (b) have been recoverable under the previous policy had it continued in force until the discovery of the **loss**;

whichever is the lesser.

---

### 3. Superannuation and pension fund cover

For this policy section only, the definition for '**Money**' is amended to include any superannuation fund or pension fund formed by you and exclusively for the benefit of **employees** but does not include any scheme that is administered by a professional funds manager.

---

### 4. Welfare, social or sporting club cover

For this policy section only, the term 'You' shall be extended to any welfare, social or sporting club formed with your knowledge and consent exclusively for the benefit of **employees** and their families.

---

## What we exclude

---

We will not be liable for any **loss** arising from any act of dishonesty committed more than 12 months before the inception of this section of the policy.

## What we pay

---

If we agree to pay a claim you must agree to withhold (to the extent you are allowed to by law) and to retain salary, commission, **money** or assets that are the property of an **employee** whose dishonesty has caused a claim under Section 4 – Employee Dishonesty. If you do not we may reduce the claim by the amount you did not retain.

If we agree to pay a claim we will:

- Pay the sum of **money** lost, and,
- At our option, replace or pay the cost to replace the lost **property**.

If **money** is recovered by you from your **employees** after we have paid the claim, we agree that the **money** will be first applied to your **excess** and any other uninsured **loss** you have incurred and then the balance will be paid to us up to the amount we have paid including any recovery costs paid for by us.

### Limits to what we pay

The most we will pay for any act or series of related acts of **employee dishonesty** is the **insured amount** shown in the **schedule** at the time the act was first committed.

The most we will pay for all claims for **employee dishonesty** during the **period of insurance** is the **insured amount** shown in the **schedule**.

### Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

## Section 5 – Back in Business

This section of the policy covers a reduction in your business revenue as a result of damage to property caused by any of insured events 1 to 12 listed in this section. An insured event does not include the items, events or circumstances set out beside the event in the “What we exclude” column.

You can claim for a reduction in your **revenue**, or the increased costs of working, if the business is interrupted directly by **loss** or **damage** as described under “What we cover” if:

- “Back in Business” is shown under “What’s Covered” on the **schedule**;
- the **loss** or **damage** occurs during the **period of insurance**;
- the claim is not excluded under the “What we exclude” column of this section; and,
- the **loss** or **damage** is not excluded by any of the General Exclusions listed on pages 101 and 102.

### What we cover

A reduction in your **revenue** and the increased costs of working caused by one or more of the following:

### What we exclude

Any **loss** if, during the **period of insurance** or **indemnity period**, any of the following happens:

- you form the intention of ceasing to carry on the **business** or a part of it;
- the proprietary interest in the **business** or a part of it changes;
- you dispose of or permanently discontinue the **business** or a part of it;
- you become a bankrupt, or enter into a scheme of arrangement or compromise or composition with creditors;
- you are placed in liquidation or provisional liquidation, or under official management or administration, or enter into a scheme of arrangement; or,
- a receiver, or a receiver and manager, is appointed to any of your assets.

#### 1. Loss of or damage

**Loss** of or **damage** to your **property** due to an insured event covered under:

- Section 1A – Fire and Defined Events;
- Section 1B – Theft;
- Section 1C – Glass and Signs;
- Section 2 – Money;
- Section 3 – Portable and Valuable Items; or,
- any other policy insuring the same **events** and for which the insurers have admitted liability, or would have admitted liability if it was not for the application of an excess.

#### 2. Boiler explosion

The explosion or implosion of any boiler, economiser or pressure vessel.

## What we cover

3. Damage to the property of an electricity, gas, water or sewerage services supplier or land based telecommunication installation

### Damage to:

- (a) an electricity power station or sub-station;
- (b) gas works;
- (c) a water or sewerage works;
- (d) any land based pipeline, cable or supply line associated with any of (a), (b) or (c) above situated in Australia or its external territories; or,
- (e) a land based telecommunications installation situated in Australia or its external territories,

caused by an insured **event** covered under Section 1A – Fire and Defined Events of this policy as if such property had been specified in the **schedule** as your **property**, where such installation provides supplies or services to your **business**.

4. Prevention of access

**Damage** to property which would be covered under Section 1A – Fire and Defined Events as if such property had been specified in the **schedule** as your **property**, if:

- the **property** is in the vicinity of your **premises**; and,
- the **damage** prevents or hinders access to your **premises**.

5. Damage to the premises of unspecified suppliers or customers

**Damage** to property caused by an insured **event** which would be covered under Section 1A – Fire and Defined Events as if such property had been specified in the **schedule** as your **property**:

- at the Australian premises of any customer of yours; or,
- at the Australian premises of any supplier of yours which supplies you directly with manufactured goods or materials.

6. Damage within a retail complex

**Damage** caused by an insured **event** which would be covered under the Section 1A – Fire and Defined Events as if such property had been specified in the **schedule** as your **property**, to property in a multi-tenanted retail complex in which your **premises** are located.

7. Roads, bridges and railway lines

**Damage** to roads, bridges and railway lines over which stock, components and materials are conveyed to and from the **premises** caused by an insured **event** which would be covered under Section 1A – Fire and Defined Events as if such property had been specified in the **schedule** as your **property**.

## What we exclude

We will not pay for the first 48 hours of any such interference or interruption which occurs after the **loss** or **damage** to the property.

We will not pay more than 20% of the Limit of Liability applicable to this section for any one event.

We will not pay more than 20% of the Limit of Liability applicable to this section for any one **event**.

We will not pay more than 20% of the Limit of Liability applicable to this section for any one **event**.

## What we cover

### 8. Infectious disease, murder or suicide

The evacuation or closure of all or part of your **premises** by any legal authority as a result of:

- the outbreak of a human infectious or contagious disease at or within a 20km radius of the **premises**;
- murder or suicide occurring in or at the **premises**; or,
- shark or crocodile attack occurring within a 20 kilometre radius of the business **premises** during the **period of insurance**.

### 9. Computer installation

**Damage** caused by an insured **event** which would be covered under the Section 1A – Fire and Defined Events, to a computer installation, including any ancillary equipment and data processing media, utilised by you.

### 10. Documents temporarily removed

**Damage** caused by an insured **event** which would be covered under the Section 1A – Fire and Defined Events, to any of your **documents** or **documents** held in trust by you while;

- temporarily at premises in Australia, not occupied by you; or,
- in transit by any ship, **aircraft**, postal service, rail and road vehicle used to transport the documents to any place in Australia.

### 11. Registered motor vehicles owned or operated by you

**Loss** or **damage** to any registered motor vehicle whilst being driven on a road.

## What we exclude

We will not pay for a reduction in your **revenue** that results from an interruption of your **business** that is directly or indirectly caused by or arises from, or is in consequence of or contributed by:

- cleaning, repairing or checking your **premises**; or,
- any Quarantinable Disease (as the term is defined in the Quarantine Act (C'th) 1908 and any subsequent amendments) or Highly Pathogenic Avian influenza.

We will not pay more than 20% of the Limit of Liability applicable to this section for any one **event**.

**Loss** or **damage** to any registered motor vehicle whilst driven on a **road**.

We will not pay more than 10% of the Limit of Liability applicable to this section for any one **event**.

### 12. Transit

**Damage** to your **property** whilst in transit by **road**, rail, sea or air to any place in Australia away from your **premises** caused by an insured **event** which would be covered under Section 1A – Fire and Defined Events.

We will not pay more than 10% of the Limit of Liability applicable to this section for any one event.

## Extra benefits

If we agree to pay a claim for any of insured **events** 1 to 12 under this section we will also pay the following Extra Benefits in addition to the Limit of Liability:

We will not pay more in total than \$20,000 for all claims under Extra Benefits 1, 2 and 3 arising from any one **event** or the amount otherwise specified in the **schedule**.

### 1. Professional fees

Pay the reasonable professional fees (including those of an auditor or accountant) and other reasonable additional expenses incurred to produce or certify a claim under this section.

### 2. Additional increased cost of working

We will pay the additional expenditure necessarily and reasonably incurred by you during the **indemnity period**, (not otherwise recoverable under "What we will pay for a reduction in revenue and increased cost of working") for the sole purpose of resuming or maintaining normal business operations or service following **loss** or **damage** caused by an insured **event** that is insured under this section.

## What we cover

## What we exclude

### 3. Outstanding Accounts Receivable

We will pay the amounts which you cannot recover from your debtors following **damage** to your debt records if:

- the **damage** is caused by an insured **event** covered under the 1A – Fire and Defined Events, 1B Theft or 1C Glass and Signs sections of this policy, and for which we have admitted liability, and,
- as soon as possible at the end of each month, you record and store at your accountant or auditor, or alternative premises, the total of the **outstanding accounts receivable** and keep these figures for a period of 12 months.

The most we will pay under this Extra Benefit is difference between:

- the **outstanding accounts receivable**, and
- the total of the amount received or traced in respect of the **outstanding accounts receivable**, plus any additional expenditure incurred with our consent in tracing and establishing **outstanding accounts receivable**, after the **insured event** has occurred.

## What we will pay for a reduction in revenue and increased costs of working:

We will pay:

- (a) the amount by which as a consequence of one or more of insured **events** 1 to 12 as described, the **revenue** earned during the **indemnity period** falls short of the **standard revenue** where **revenue**, for the relevant periods, is calculated primarily by reference to the amounts shown at G1 on your Business Activity Statement for the relevant periods and by also considering your other business records, such as cash books, bank statements, stock take lists, invoices issued and received, **GST** calculation sheets and your Business Plan;
- (b) in respect of the increased costs incurred to avoid a reduction in **revenue** as a consequence of one or more of **insured events** 1 to 12 and with our consent, increased costs necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the shortage in **standard revenue**, provided the costs are less than, or equal to, the amount we would have paid for a reduction in **standard revenue** under (a) above.

less

Savings to the business

- (a) the total amount of expenses of the **business** saved during the **indemnity period** as a consequence of one or more of insured **events** 1 to 12; and
- (b) an amount to reflect the factors taken into account below.

We will also take into account:

- Other events and trends  
any events or trends which your **business** is affected by, whether before or after the interruption took place, and adjust the **standard revenue** accordingly to reflect the likely **revenue** of the **business** during the **indemnity period**.
- Alternative trading  
any other trading that you carry out or which is carried out on your behalf, or for your benefit at any other premises.
- Accumulated stocks  
any run down of accumulated **stock** which is carried out to postpone any reduction of **revenue**.
- Salvage Stocks  
any **stock** salvage sales following the **insured event**.

## Loss of rent

We will not pay for any loss of rent amounts:

- (a) when there is no rental agreement or periodic tenancy agreement in place at the time of the **loss** or **damage**;
- (b) if you choose not to rebuild your **property**;
- (c) due to rent default;

If the **indemnity period** as specified in the **schedule** has not expired at the time the **premises** are fit for occupation following repair, replacement or reinstatement of the insured **property**, the maximum we will pay is the lesser of the loss or rent:

- (a) from the date the **premises** are fit for occupation until the date the **premises** are tenanted;
- (b) from the date the **premises** are fit for occupation until the date the **indemnity period** ends; and
- (c) for three (3) months from the date the **premises** are fit for occupation.

### Limits to what we pay

The most we will pay under this section is the Limit of Liability calculated as follows:

Limit of Liability = A x 120%

where A is the amount shown against "Revenue" in the **schedule** x  $\frac{\text{indemnity period in months}}{12 \text{ months}}$

As you will see, the calculation has factored in a margin of 20% to allow for business trends and the possibility of a loss occurring towards the end of the **period of insurance**.

### Example:

You own a cafe and have selected the Back In Business cover. Your annual **revenue** of \$200,000 specified in the **schedule** was determined primarily by reference to your most recent **Business Activity Statement** (item G1) leading up to commencement of the **policy**. You had selected a 12 month **indemnity period** which is specified in the **schedule**. During the 8th month of the **period of insurance** there is a fire at the **premises** which causes extensive **damage** to the cafe. The cafe is closed for 14 months while repairs are undertaken. The **standard revenue** in the 12 months prior to the fire was \$180,000.

How much we pay		Further information
While the business is interrupted for 14 months, the maximum <b>indemnity period</b> specified in the <b>schedule</b> is 12 months so the reduction in <b>revenue</b> is adjusted accordingly.	\$180,000	The Maximum Limit of Liability = $(\$200,000 \times \frac{12 \text{ months}}{12 \text{ months}}) \times 120\% = \$240,000$  However in determining a claim payment we use the actual <b>standard revenue</b> in the 12 months prior to the fire, ie \$180,000
Allow 10% trend growth	+ \$18,000	This takes into account any events or trends which your <b>business</b> is affected by, whether before or after the interruption took place so that the <b>standard revenue</b> is adjusted to reflect the likely <b>revenue</b> of the business during the <b>indemnity period</b> .
You incur some increased costs, including advertising, as a result of the interruption to your business caused by the fire and these costs are incurred to avoid a further reduction in <b>revenue</b>	+ \$5,000	The increased costs of working are only covered to the extent they are incurred to reduce the shortage in <b>standard revenue</b> .
There are savings to your business as a consequence of not operating for 12 out of 14 months.	- \$12,000	Savings may include, electricity, telephone, maintenance, and normal operating expenses that you do not incur.
Less excess	\$0	There is no applicable excess for this claim
Total claim	<b>\$191,000</b>	

## Section 6 – Goods in Transit

This section covers loss of or damage caused to the goods you sell, buy or use in your business when they are in transit. The cover you have depends on whether you select accidental damage or limited conditions, and whether you select temperature controlled goods or non-temperature controlled goods when you take out this insurance.

You can claim for **loss** or **damage** as described under “What we cover” of or to the following **goods**:

- **non temperature controlled goods** if shown on the **schedule**;
- **temperature controlled goods** if shown on the **schedule**;
- **trade samples**;
- return **goods**;
- **stock transfers**;
- retail and sales packaging; or,
- shipping containers in your care, custody or control;

if:

- “Goods in Transit” is shown under “What’s Covered” on the **schedule**;
- the **loss** or **damage** happens during the **period of insurance**;
- the **loss** or **damage** is not excluded by the “What we exclude” column of this section; and,
- the **loss** or **damage** is not excluded by any of the General Exclusions listed on pages 101 and 102

### What we cover

**Loss** of or **damage** to the **goods** during **transit**, directly caused by any of the following insured events:

1. Fire.
2. Explosion.
3. Lightning.
4. **Flood**.
5. Collision of the **conveyance** with any external object other than the **road**, gutter, or similar surrounding surfaces.
6. Overturning, jackknifing or derailment of the land **conveyance**.
7. Impact of the **goods** with something that is not on or part of the **conveyance** (but not impact of the **goods** with the **road** or surrounding areas caused by the **goods** dropping or falling from the **conveyance**, unless caused by insured **events** 1 to 6 above).
8. Collision, crashing or forced landing of the conveying aircraft.
9. Jettison, washing overboard and **loss** or **damage** as a result of a general average sacrifice.
10. War or warlike activities, which means invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or civil strife following any of these.

### What we exclude

We will not pay for:

- **loss** or **damage** to **goods** that existed or occurred prior to the commencement of the **transit**;
- **loss** or **damage** caused by dismantling, erection, commissioning, testing or storage other than in the ordinary course of **transit**;
- **loss** or **damage** to **goods** directly or indirectly as a result of mechanical, electrical or electronic breakdown or malfunction where there is no external evidence of **damage** in **transit** from an insured event;
- consequential loss or damage including loss of profits and loss of market; or,
- **loss** or **damage** to livestock.

## What we cover

## What we exclude

### Extra benefits

If we agree to pay a claim for **loss** or **damage** for **goods** in **transit** under this section we will also pay for the following:

#### 1. Air freight of replacement parts

The cost of air freighting replacement parts from suppliers to the original destination, even if the original **transit** was not by air freight.

We will not pay more than \$10,000 for each **event**.

#### 2. General average and salvage contribution

General average and or salvage contribution that you are required to pay under any Bill of Lading or similar document if the insured **transit** is by sea.

#### 3. Clean up costs

The clean up and disposal costs at any accident at any site, where you are legally or contractually obliged to pay those costs.

We will not pay more than \$25,000 for each **event**.

#### 4. Transport and disposal costs

The reasonable costs and expenses incurred in cleaning up or decontaminating your **premises** following the delivery or return of salvaged **goods**, plus the cost of transport and disposal costs to remove those **goods**.

We will not pay more than \$25,000 for each **event**.

#### 5. Freight and salvage charges

Any additional freight or salvage charges that you are required to pay to remove your **goods** from any accident site, including the cost of transport to forward the **goods** to their intended destination or to return the **goods** to the place from which they were despatched.

We will not pay more than \$10,000 for each **event**.

#### 6. Minimisation costs

The reasonable costs incurred to avoid or minimise any further **loss** of or **damage** to the **goods**.

We will not pay more than the amount we would have paid for the **loss** or **damage** avoided as a result of incurring these costs.

#### 7. Buyer and seller protection

If, as a buyer or seller, you retain a contingent financial interest in the **goods** in **transit**, to the extent that:

- the goods are lost or damaged, and the **loss** or **damage** would be covered under this transit cover;
- the other party under the terms of sale is legally liable to pay you for the **goods** or for the **loss** or **damage**, but fails to do so;
- you have taken all reasonable steps to safeguard the **goods** and to recover payment from the other party; and,
- you have not disclosed to any party interested in the **goods**, the existence of this cover; we will insure the **goods** for **loss** or **damage** covered by the insured **events** detailed in this section.

We will not pay more than \$25,000 for each **event**.

## What we cover

### Optional cover

The following covers are optional and are available if you choose them and pay an additional premium. The optional covers you have chosen will be set out in the **schedule**.

#### Accidental damage

We will cover **loss** or **damage** to the **goods** during **transit** directly caused by any of the following additional insured events:

11. Accidental **loss** of or **damage** to the **goods** during the **transit**.
12. **Loss** or **damage** caused by strikers, locked-out workers or persons taking part in labour disturbances, riots or civil commotions.
13. **Loss** or **damage** caused by malicious acts, unless caused or directed by you.
14. **Loss** or **damage** caused by insufficiency or unsuitability of packing or preparation of the **goods**, unless such was caused, directed or agreed by you.
15. Unexpected deterioration of **temperature controlled goods** other than through **breakdown**.
16. **Loss** or **damage** while at any exhibition or display (other than in your owned or controlled **premises**), limited to a maximum of fourteen days.
17. If the **transit** is interrupted or terminated due to the insolvency or financial default of the carrier, whether or not **loss** or **damage** is caused to the **goods**, we will pay the extra costs of freight or storage to forward the **goods** to their intended destination, or to return the **goods** to the place from which they were despatched, up to a maximum of 10% of the **insured amount** of the **goods**.

## What we exclude

We will not pay if the **loss** or **damage** is excluded by any of the exclusions in Section 6 or the General Exclusions.

We will not pay for:

- **loss** or **damage** that existed or occurred prior to the commencement of the **transit**;
- **loss** or **damage** caused by dismantling, erection, commissioning, testing or storage other than in the ordinary course of **transit**;
- **loss** or **damage** to **non-temperature controlled goods** directly or indirectly as a result of mechanical, electrical or electronic **breakdown** or malfunction where there is no external evidence of **damage** in **transit** from an insured event;
- consequential loss or damage including loss of profits and loss of market; or,
- **loss** or **damage** to livestock.

We will not pay more than \$20,000 for **goods** at any one exhibition or display.

## What we pay for loss of or damage to non temperature controlled goods

### For loss of or damage to plant, machinery, computers and the like up to five years old

At our option we will pay:

- the cost of repairing or reinstating the **goods** to a condition equal to but no better or more extensive than when new (including the reasonable costs of any necessary overtime);
- in the case of a purchase or sale, the purchase or sale price plus the cost of packing and transport; or,
- in the case of movement of return **goods** (inwards or outwards), **stock transfers**, and movement of **goods** other than for the reason of purchase or sale, the new replacement cost or, if not available, as near as possible to the same make, model and specifications as is available;

whichever is the lesser.

## For loss of or damage to plant, machinery, computers and the like more than five years old

At our option we will pay:

- the cost of repairing or reinstating the **goods** to a condition equal to but no better or more extensive than its condition immediately prior to the **loss or damage** (including the reasonable cost of any necessary overtime);
- in the case of a purchase or sale, the purchase or sale price plus the cost of packing and transport; or,
- in the case of movement of return **goods** (inwards or outwards), **stock transfers**, and movement of **goods** other than for the reason of purchase or sale, we will pay the greater of the written down book value in your books of account or the current market value whichever is the lesser.

## For loss of or damage to non temperature controlled goods other than plant, machinery, computers and the like

At our option we will pay the lesser of:

- the cost of repairing or reinstating the **goods** to a condition equal to but no better or more extensive than its condition immediately prior to the **loss or damage** (including the reasonable cost of any necessary overtime); or,
- the invoice value covering the **goods** while in **transit** (including freight if separately invoiced to the receiver of the **goods**), or if there is no invoice value, the cost of replacing the **goods** with similar **goods** of the same age and condition or as near as possible to that age and condition.

## For loss of or damage to temperature controlled goods other than plant, machinery, computers and the like

We will pay the lesser of:

- the cost to re-condition the **goods** (including the reasonable costs of any necessary overtime); or,
- the invoice value covering the **goods** while in **transit** (including freight if separately invoiced to the receiver of the **goods**), or if there is no invoice value, the cost of replacing the goods with similar **goods** of the same quality or as near as possible to that quality, whichever is the lesser.

## Brands and labels

For any damaged **goods** bearing identifying brands or labels or other permanent markings, the **goods** may be retained by you to dispose of as you see fit, provided a reasonable allowance is agreed for the value of the **goods** and this allowance is deducted from the claim settlement. Where only the labels or packaging are affected, we will pay you only the cost to recondition or replace those labels or packaging.

## Limits to what we pay

The most we will pay for:

- all **goods** in any one **conveyance** is the **insured amount** shown in the **schedule**.
- **trade samples** in **transit** in your or your **employee's** care, custody and control, is \$10,000 any one claim or series of claims arising from any one **event**.
- shipping containers in your care, custody or control, to the extent that you are legally liable to pay for any **loss** of or **damage** to them is \$20,000.

The limits shown in the **schedule** and the Extra Benefit limits referred to in this section apply to any one claim or series of claims arising from any one **event**.

## Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

## Section 7 – Legal Liability

This section covers you for your legal liability for personal injury to another person (other than employees) or damage to property owned or controlled by someone else, which happens during the period of insurance and which is caused by an occurrence in connection with the business.

### What is legal liability in this section?

**Legal liability** means that a court finds, or we accept, that you are legally responsible to pay damages and **additional costs** for:

- **damage to property** owned or controlled by someone else;
- **personal injury** to another person; or,
- **advertising liability**

which,

- happens during the **period of insurance**;
- results from an **occurrence** in connection with the **business**;
- occurs within the **territorial limits**; and,
- was not intended or expected by you.

You can claim for your **legal liability**, if:

- “Legal Liability” is shown under “What’s Covered” in the **schedule**;
- it is not excluded under the “What we exclude” column of this section; and,
- it is not excluded by any of the General Exclusions listed on pages 101 and 102

#### What we cover

We will pay a claim for **legal liability**.

#### What we exclude

We will not pay if the **legal liability**:

##### Advertising Liability

- (a) results from an act, error or omission that occurs prior to the first **period of insurance** of this section of your **policy**;
- (b) results from statements made at your direction in the knowledge that such statements are false;
- (c) results from the failure of performance of contract but this exclusion shall not apply to claims for unauthorised appropriation of advertising ideas contrary to an implied contract;
- (d) results from any incorrect description of **products** or services;
- (e) results from any mistake in advertised price of **products** or services;
- (f) results from failure of your **products** or services to conform with advertised performance, quality, fitness or durability;
- (g) results from the export of **products** to or business visits by your directors executives and employees to North America; or,
- (h) results from your **business’s** involvement in publishing, broadcasting, telecasting, internet publishing, newspaper or magazine publishing.

## What we cover

## What we exclude

### Defective work

is for the cost of performing, completing, correcting or improving any work done by you, however this exclusion does not apply in respect of claims for **legal liability** as a consequence of such defective work.

### Products

is directly or indirectly due to **products** if Products Liability is shown in the **schedule** under "What's Not Covered".

### Professional Duty

is directly or indirectly due to a breach of a duty owed in a professional capacity (for example the provision of professional advice or services) including but not limited to;

- any treatment prescribed or administered by you; or,
- the provision of advice for a fee;

however, this exclusion does not apply to the rendering of, or the failure to render first aid.

### Weakening of support to property

is for **damage to property** (including land) which arises because of vibration to, or the removal or weakening of support to, any land or buildings.

### Asbestos

is for

- (a) injury including **personal injury** arising, directly or indirectly, out of the inhalation of, or fears of the consequences of exposure to, or inhalation of, asbestos fibres or derivatives of asbestos; or,
- (b) that part of any loss, cost or expense for the cost of cleaning up, or removal of, or damage to, or diminution of value of, or loss of use of, property arising out of the presence of any asbestos, asbestos fibres or any derivatives of asbestos.

For the purpose of paragraph (b), damage means physical loss, damage or destruction and resultant loss of use, and property means any tangible or intangible property and includes **property**.

For the avoidance of doubt this exclusion prevails over Additional Cover 3 Pollution.

### Loss of use

is in respect of the loss of use of tangible property which has not been physically damaged or destroyed, and which results from:

- (a) a delay in or lack of performance by you or on your behalf of any contract or agreement; or,
- (b) the failure of **products** or work performed by you or on your behalf to meet the level of performance, quality, fitness or durability warranted or represented by you.

## What we cover

## What we exclude

Libel and slander

is directly or indirectly due to the publication or statement of a libel or slander or defamation of character which is:

- (a) made prior to the commencement of the **period of insurance**;
- (b) made at your direction in the knowledge that it was false; or,
- (c) related to advertising, broadcasting or telecasting activities, or publication of newspapers, journals, books or periodicals, conducted by or on your behalf;

Personal injury to **employees**

- (a) is for **personal injury** to any **employee** arising out of or in the course of his or her employment; or,
- (b) is imposed by the provisions of any:
  - workers' compensation legislation;
  - accident compensation legislation; or,
  - industrial award, agreement or determination.

Internet operations

arises directly or indirectly out of or in connection with your internet operations, other than for **personal injury** or **damage to property** arising out of any material prepared by the manufacturer in respect of **product** use, safety instructions or warnings which is reproduced on your website.

Work outside Australia

arises directly or indirectly out of **manual work** (or the supervision of **manual work**) carried out outside Australia and its external territories.

Punitive damages and fines

is for any amount by way of aggravated, exemplary, punitive or multiple damages, or is for fines, penalties, liquidated damages or is incurred under a penalty clause.

Infringement of copyright or patent

is for infringement of copyright or patent;

Guarantees and contracts

arises because of an undertaking, guarantee or contract entered into by you, except where:

- (a) you would have had the same **legal liability** without the contract,
- (b) we have specifically allowed for it in this policy or by **endorsement**;
- (c) the **legal liability** is assumed by you under a lease or tenancy agreement for **premises** which you occupy in connection with the **business** but not for **damage to property** where such property consists of the **buildings** which are the subject matter of that lease or tenancy agreement (except as covered in the "Additional Covers" in this section); or,

## What we cover

## What we exclude

- (d) the **legal liability** is assumed under a written contract with a public authority for the supply to you of water, gas, electricity or communication services; however, this exception does not apply where such contract is a contract by which you agree to perform work for or on behalf of that public authority.

Watercraft, aircraft and vehicles

is caused by, through or is in connection with:

- (a) the operation, ownership, possession or use by you or on your behalf of any **watercraft** or vessel exceeding 8 metres in length unless such a **watercraft** is owned and operated by others and used by you for business entertainment;
- (b) the ownership, legal possession, legal control or use by you or on your behalf of any **aircraft**;
- (c) the leasing, hiring or chartering of **aircraft** to or from you;
- (d) the use of any land, property or structure as an airport, aircraft hangar or aircraft landing area where such airport, aircraft hangar or aircraft landing area:
  - (i) is required by law to be issued with a licence permitting regular public transport operations of **aircraft** having a maximum passenger seating capacity of more than 30; or,
  - (ii) has more than 1,000 flight movements per year; or,
- (e) **products** intended specifically for and installed in or on any **aircraft** or other aerial device, or which you knew would be so installed, where such **products** are essential to the operation or navigation of an **aircraft** or other aerial device.
- (f) the repair, service or maintenance of **aircraft** or **aircraft** products or the installation of any **products** into **aircraft** unless such repair, maintenance or installation does not affect the flying capabilities or safety of the **aircraft** and this has been noted on the **schedule**.
- (g) the operation, ownership, possession or use by you or on your behalf of any **vehicle** which is registered or required to be insured under any Commonwealth, State, or Territory legislation.

For this section only, **Vehicle** means any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual power and any trailer made or intended to be drawn by any such machine while attached to it;

Care, custody and control

is directly or indirectly due to **Damage to Property** belonging to you or in your care custody or control (except as covered in the "Additional Covers" in this section);

## What we cover

## What we exclude

### Sexual molestation

is caused by or arises from the molestation of, the interference with, the mental abuse or the physical abuse of any person by:

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

### Pollution

(a) is caused by or arises directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of **contaminants or pollutants** into or upon any property, land, the atmosphere or any watercourse, or body of water (including groundwater); or,

(b) is in respect of costs or expenses incurred in preventing removing or cleaning up such **contaminants or pollutants** (except as covered in the "Additional Covers" in this section).

### Product recall or repair

is for the cost of recalling, withdrawing, replacing or repairing **products** or of making any refund on the price paid for **products**.

### Products defects

(a) arises from damage to your **products** if such damage arises from any defect in them or their harmful nature or unsuitability; or,

(b) arises from any defect or deficiency in your **products** of which you or your agents have knowledge or have reason to suspect at the time when your **products** pass from your actual physical custody or from the actual physical custody of any person under your control

### Design, formula or specification

is for **personal injury** or **damage to property** caused by any defective design, formula or specification provided by you for a fee.

### Product Liability by contract

arises because of an undertaking, guarantee or contract entered into by you except where such **legal liability** is assumed by you under a warranty of fitness or quality, or is implied by law, in respect of **products**.

### Hot Work

arises directly or indirectly out of or caused by, through, or in connection with, or for flame cutting, flame heating, arc or gas welding, metal grinding or any similar operation in which welding, metal grinding or cutting equipment is used, except where such use is carried out in strict compliance with all relevant statutes and Australian Standards 1674.1 and 1674.2 (or any subsequent amendments).

## What we cover

## What we exclude

### Underground Works

arises directly or indirectly out of our caused by, through, or in connection with, or for any underground works including digging, trenching or excavation unless you can establish that you and your **employees** have strictly complied with the relevant regulations and Australian Standards in carrying out this work, including making all searches of underground services before undertaking any underground works.

## Additional covers

We will also pay for a claim for your **legal liability**

In addition to all of the previous **legal liability** exclusions, we will not pay any claims for **legal liability** for:

### 1. Care custody or control

for **damage to property** in your care, custody or control in the **period of insurance** where that property consists of:

- (a) personal belongings  
the personal possessions of directors, business partners, employees and visitors;
- (b) premises  
temporarily occupied premises and their contents that are not owned by you but which are temporarily occupied by you for the purpose of carrying out work in connection with the business;
- (c) leased premises  
premises (including their fixtures and fittings) which you occupy under a lease or tenancy agreement;
- (d) vehicles in a car park  
**vehicles** not owned by you nor used in connection with the **business** while in a car park not operated for reward and provided by you for the use of customers, visitors or **employees**;
- (e) to a customer, principal or person for whom you perform work:
  - (i) the cost of replacing keys or security cards which are accidentally damaged, destroyed, lost or stolen whilst in your care, custody or control or that of another person or entity who undertakes or has undertaken work on your behalf;
  - (ii) the cost of replacing, recalibrating or re-keying locks, locking mechanisms or other security devices which results from the accidental damage, destruction, loss or theft of keys or security cards whilst in your care, custody or control or that of another person or entity who undertakes or has undertaken work on your behalf; or
  - (iii) the loss of use of keys, security cards, locks, locking mechanism or other security devices caused by the damage, destruction, loss or theft of keys or security cards whilst in your care, custody or control or that of another person or entity who undertakes or has undertaken work on your behalf;

- (a) damage to any **other property** belonging to you or in your care, custody or control; or,
- (b) maintenance to those premises required under your lease or tenancy agreement

## What we cover

## What we exclude

subject to:

- a maximum of \$5,000 in respect of any one occurrence and in the aggregate any one **period of insurance** unless some other sub-limit is specified in the schedule or attached by endorsement; and
- you contributing an amount of \$500 as the first payment of any claim in addition to any **excess** specified elsewhere in your policy or **schedule**.

or

(f) other property

being all forms of tangible property other than land or buildings, not owned by you but that has been left in your care, custody or control for repair, maintenance, storage or exhibition at your **premises**, other than property referred to in sub paragraphs (a) through to (e) of this Additional Cover.

---

### 2. Non-manual work worldwide cover

which results in **personal injury** or **property damage occurring** in the **period of insurance** arising from work, other than **manual work**, carried out by you anywhere in the world provided that at the time of the work being carried out, the person carrying out that work was normally resident in Australia or its external territories.

---

### 3. Pollution

**personal injury** or **property damage** in the **period of insurance** arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of **contaminants or pollutants** into or upon any property, land, the atmosphere, water course or body of water (including ground water), and where such discharge, dispersal, release or escape:

- is caused by a sudden, identifiable, unintended and unexpected incident;
- takes place in its entirety at a specific point in time and place during the **period of insurance**;
- does not occur in North America or states or territories incorporated in or administered by any court in North America; and,
- does not relate to any property, land, air, water course or body of water which you own, occupy or have in your custody or control.

We will also only pay for clean up or removal costs if they are caused by such an incident.

---

## What we cover

## What we exclude

### 4. Vehicles

- (a) in relation to claims for **personal injury** occurring in the **period of insurance** arising out of an **occurrence** which is partially (to the extent of that part) or totally outside the indemnity afforded under such compulsory liability insurance as referred to paragraph (g) of the **watercraft, aircraft and vehicles** exclusion or other legislation relating to **vehicles**. However, this coverage shall only apply where the reason the **occurrence** is outside the indemnity afforded by compulsory liability insurance or statutory indemnity does not involve a breach by you of legislation pertaining to **vehicles**;
- (b) in relation to claims for **damage to property**, arising directly out of the delivery or collection of goods to or from any **vehicle** where the **damage to property** occurs beyond the limits of any carriageway or thoroughfare;
- (c) in relation to claims for **damage to property**, arising directly out of the loading or unloading of, or the delivery or collection of goods to or from any **vehicle** used in work undertaken by or on behalf of you, or anyone covered under this section; or,
- (d) in relation to **damage to property** caused by the use of any tool or plant forming part of or attached to a **vehicle**.

### 5. Representation costs

We will pay the costs of representing you at an inquest or in any court of summary jurisdiction relating to an **occurrence** which may give rise to your being liable, if you have notified us in advance and we have given our prior written consent to your incurring these costs.

### 6. Cover for other people

The term "you" shall be extended to include:

- (a) your personal representatives in the event of your death,
- (b) any director, business partner, executive officer, shareholder or **employee** of yours;
- (c) any official, committee or member of your own canteen, sports, social, free child care facilities or welfare organisations, and any member of your own fire, first aid, medical or ambulance services;
- (d) any director, business partner or senior executive of yours in respect of private work undertaken by any **employee** for such director, business partner or senior executive and any **employee** whilst actually undertaking such private work;
- (e) any principal of yours, in respect of the vicarious liability of such principal for your acts or omissions arising out of the performance by you of any contract or agreement for the carrying out of work or services in connection with the **business**, but only to the extent required by such contract and only where such liability would exist in the absence of the contract;

## What we cover

- (f) any company acquired by, and whose operations are controlled and managed by a person or organisation shown in the current **schedule** during the **period of insurance** as a result of consolidation, merger or purchase; or,
- (g) any subsidiary entity that is incorporated by a person or organisation shown in the **schedule** or by a company referred to in the point above during the **period of insurance** provided that any such acquisition or incorporation:
  - is notified to us within 90 days of it being effected;
  - is of the same type of **business** as the **business** in the **schedule**; must be incorporated within Australia or its external territories.

Any party indemnified under this Additional Cover 6 must comply with all conditions and obligations under this policy (other than the obligation to pay the premium) as if they were the policy holder named on the **schedule**, including without limitation the obligation to notify us and give us details of any other insurance that insures any risk insured by this policy.

## What we exclude

### 7. Cover for other activities

The term **business** shall be extended to include:

- (a) private work undertaken by an **employee** for any of your directors, business partners or senior executives;
- (b) the provision of your own sports, social, free child care facilities, and welfare organisations;
- (c) the provision of your own fire, first aid, medical and ambulance services;
- (d) the carrying out of construction, erection, alterations or additions, repairs, maintenance, or demolition to or of **buildings** owned or occupied by you and shown in the **schedule** up to \$500,000;
- (e) the provision of food or beverages to **employees** or visitors for consumption on the **premises**; and,
- (f) the deeming of you to be a manufacturer of **products** by operation of a law of Australia or its external territories.

## What we cover

---

### 8. Joint insureds – claims

Where you are comprised of more than one party we will deal with any claim as though a separate policy had been issued to each one of those parties, provided that nothing in this clause shall operate to require us to pay more than the **insured amount** shown in the **schedule**.

We agree to waive all rights of subrogation or action which we may have against any such entity in relation to matters covered by this section.

---

### 9. Interested parties

We will pay a claim for **legal liability** that any interested party noted on the **schedule** may incur in the following circumstances:

- a court finds, or we accept, that the interested party is legally responsible to pay damages and additional costs for:
  - **damage** to property owned or controlled by someone else; or,
  - personal injury to another person;which,
- happens during the **period of insurance**;
- results directly from your acts, errors or omissions in the carrying out of work or services in connection with your **business**;
- occurs within the **territorial limits**; and
- was not intended or expected by you or the interested party.

Such liability will be limited:

- to the extent required by any undertaking or contract entered into between you and the interested party;
  - only where such liability would exist in the absence of such an undertaking or contract; and,
  - the legal liability is not otherwise excluded under this section or any of the General Exclusions listed on pages 101 and 102;
- 

## What we exclude

This Additional Cover will not apply to those parties who are provided coverage under this section solely due to the operation of Additional Cover 9 - Interested Parties.

## What we pay

---

If we agree to pay for a claim for **legal liability**, we will pay the relevant damages and **additional costs**.

### Limits to what we pay

The limits set out below (for each **occurrence** or series of **occurrences**, and the total limits for the **period of insurance**) are subject to the following proviso.

### Public liability

Subject to any other limit set out below, we will pay up to the **insured amount** in the **schedule** for damages for any one occurrence or series of occurrences due to, or arising out of, any one source or original cause. We will pay **additional costs** in addition to the **insured amount**.

### Products liability

For claims arising out of **products**, we will pay up to the **insured amount** in the **schedule** for damages in respect of any one **occurrence** or series of **occurrences** due to, or arising out of, any one source or original cause, and limited in total in any one **period of insurance** to that **insured amount**. We will pay **additional costs** in addition to the **insured amount**.

### Pollution (Additional cover 3)

For all claims under Additional Cover 3 "Pollution" we will pay up to the **insured amount** shown in the **schedule** under "Pollution" for damages and clean up costs or removal costs arising from any **occurrence** or series of **occurrences** due to, or arising out of, any one source or original cause and all claims in total that occurs during any one **period of insurance**. We will pay **additional costs** in addition to the **insured amount**.

### Property in care, custody or control (Additional cover 1)

For claims in respect of **damage to property** described in Additional Cover 1 (a) to (d), we will pay up to the **insured amount** shown by "Public Liability" in the **schedule** for any one **occurrence** or series of **occurrences** due to, or arising out of, any one source or original cause.

For claims in respect of your **legal liability** described in Additional Cover 1(e), we will pay up to \$5,000 for any one **occurrence** or series of **occurrences** due to, or arising out of, any one source or original cause and in the aggregate in any one **period of insurance** unless another **insured amount** is shown in the **schedule**.

For claims in respect of **damage to property** described in Additional Cover 1 (f), we will pay up to the **insured amount** shown by "Property in care custody or control" in the **schedule** for any one **occurrence** or series of **occurrences** due to, or arising out of, any one source or original cause and in the aggregate in any one **period of insurance**.

### North America (Additional benefit 2)

We will pay up to the Public Liability **insured amount** shown in the **schedule** in total for all damages and **additional costs** for any one **occurrence** which results in a **legal liability** in the United States of America or the dominion of Canada, their territories or protectorates or any other territory subject to the laws of the United States of America or the Dominion of Canada. The **additional costs** are included in the **insured amount**.

### Our right to pay the full limit at any time

In respect of any claim we may pay to you the **insured amount** shown in the **schedule** (less any sums already paid or incurred) or any lesser amount for which the claim can be settled. We will then relinquish control of any such claim and be under no further liability for the claim.

### Contribution to costs

If we have not exercised our right under "Our right to pay the full limit at any time", our liability to pay **additional costs** where any sum or sums exceeding the relevant **insured amount** have to be paid shall be limited to such proportion of the said **additional costs** as such **insured amount** bears to the amount paid to resolve the claim.

### Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make for **legal liability** for claims as a result of **damage to property** or **advertising liability**.

## Section 8 – Tax Probe®

This section covers the professional fees such as accountant's fees incurred by you in connection with an audit of your business's financial or tax affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory department, body or agency.

You can claim for professional fees as described under "What we cover" if:-

- "Tax Probe®" is shown under "What's Covered" in the **schedule**;
- the audit was commenced and is notified to us during the **period of insurance**
- the claim is not excluded under the "What we exclude" column; and
- the claim is not excluded under the General Exclusions listed on pages 101 and 102

### What we cover

#### Audits

Following the completion of an **audit** we will pay for the **professional fees** reasonably and necessarily incurred by you in connection with the **audit**, provided that you:

- lodge taxation and other **returns** and pay all taxes within three months of the time limits prescribed by statute or, if an extension is granted by the **auditor**, within the further period granted;
- respond to letters, requests and enquiries from the **auditor** within a reasonable time; and,
- make 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 each year of income covered by this **policy**, and all deductions including capital losses or other amounts claimed by you in respect of the same period.

For the purpose of this section:

- (a) the **audit** commences at the time you or your **professional adviser** first receive notice that the **auditor** proposed to conduct an **audit** and is completed when:
  - (i) the **auditor** has given written notice to that effect;
  - (ii) the **auditor** notifies you that it has made a **concluded decision** about your **returns**;
  - (iii) when the **auditor** has issued an assessment or amended assessment of your returns; or
  - (iv) in the absence of (i), (ii) or (iii) where your **professional adviser** declares in writing that such an **audit** has been concluded.
- (b) "You" includes any company, firm, partnership or trust in which you hold a 50% or more ownership, interest or shareholding.

### What we exclude

We will not pay:

- in respect of any **audit** where a **return** has been lodged:
  - (i) more than three months after the lodgement date prescribed; or,
  - (ii) after the date prescribed by an authorised extension;
- if the **audit** is conducted by the Australian Prudential Regulation Authority;
- in respect of any **audit** where a **return** has been prepared lodged or submitted dishonestly or fraudulently, and where the supporting documents have been falsely created or collected;
- in respect of any **audit** where the Australian Taxation Office imposes final-culpability penalties at greater than 40%, or where another **auditor** assesses your behaviour as being a case of deliberate evasion or recklessness;
- in respect of any routine enquiries, or enquiries from the **auditor** which are not identified as being either preliminary to, or relating to an **audit** of a **return**;
- for **professional fees** that are:
  - (i) associated with any criminal prosecution;
  - (ii) associated with any **return** lodged outside Australia, its states or territories;
  - (iii) in respect of any person or organisation ordinarily resident outside Australia, its states or territories;
  - (iv) incurred for, or are ordinarily associated with the preparation of your accounts, **returns**, taxation and financial records or advice which should have been incurred or 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 taxation **returns**, financial records, or any document required by the relevant legislation in connection with your **returns**;

## What we cover

---

## What we exclude

---

- for any:
    - (i) amounts sought by any amended notice of assessment;
    - (ii) additional tax, duty government impost or the like;
    - (iii) fine or penalty imposed; or,
    - (iv) costs in legally pursuing or defending any legal actions against you or initiated by you (unless it is at our discretion); or
  - in respect of any **audit** that includes a refund or claim for tax or duty relief arising out of an arrangement, facility, financial structure or the like adopted for the principal purpose of obtaining that refund or relief, unless the arrangement has received prior written approval from the relevant government or government authority or agency before being offered to you or the general public.
- 

## Extra benefit

1. If we agree to pay a claim under this section we will reimburse you for travel and accommodation expenses incurred by you or your **employees** if they are reasonably and necessarily incurred to substantiate the claim.
- 

## Optional covers

The following covers are optional and are available if you choose them and pay an additional premium. The optional covers you have chosen will be set out in the **schedule**.

We will not pay if the **loss** or **damage** is excluded by any of the exclusions in section 8 or the General Exclusions on pages 101 and 102.

---

### 1. Director Tax Probe®

We will extend the definition of you for this section to include all directors named under "Interested Parties" in the **schedule** and identified by Director – Tax Probe®.

---

### 2. Investigation Cover

The term **audit** is amended to include **investigation**.

We will not pay:

- any form of activity involving a periodic review relevant to you maintaining industry status, licence, compliance, membership, any form of occupational health and safety compliance, similar requirements;
  - any form of activity involving a review of how the professional firm assisting you undertakes its professional duty;
  - any form of practice or procedural audit of any of your files;
  - any activity involving a statutory authority
  - agency gathering information or data that is not part of a formal **audit** or **investigation**; or,
  - any activity involved in the familiarisation, education, training, application, implementation, process or operation of any amendments or changes to existing or the introduction of new statutory or industry regulation.
-

## What we cover

---

### 3. Superannuation cover

The term **audit** is amended to include any **audit** of a **self-managed Superannuation Fund** named in the **schedule** for the purpose of determining any matter relating to such superannuation fund, or its trustees' compliance with any of the provisions of the Superannuation Industry Supervision Act 1993.

Under this optional cover we will also pay the **professional fees** in connection with an appeal to reconsider a **reviewable decision** to an administrative tribunal constituted to hear appeals provided that you supply us with:

- written evidence that the appeal has a reasonable prospect of success; and,
- any other documents and information we reasonably require in relation to the audit of the **self-managed Superannuation Fund** or the appeal.

## What we exclude

---

We will not pay any **professional fees** in connection with:

- any **audits** conducted by the Australian Prudential Regulatory Authority;
- an appeal to a court of law; or,
- a **reviewable decision** to which our written consent was not obtained before those fees were incurred.

---

## What we pay for a Tax Probe® claim

---

Following the completion of an **audit** we will pay for the **professional fees** reasonably and necessarily incurred by you in connection with the **audit**.

### Limits to what we pay for the Audit Cover

The most we will pay for a claim during the **period of insurance** relating to an **audit** or an **investigation** is the amount shown on the **schedule**.

### Limits to what we pay for the Optional Superannuation Cover

The most we will pay for a claim during the **period of insurance** relating to an **audit** (including the **professional fees** in connection with an appeal to reconsider a **reviewable decision**) of any or all the **self-managed Superannuation** funds named in the **schedule** is the amount shown in the **schedule**.

### Limits to what we pay for all claims during the Period of Insurance

The most we will pay for all claims during the **period of insurance** is the amount shown in the **schedule** as "any one period of insurance".

## Section 9 – Legal Power®

This section covers the legal expenses you may incur when pursuing or defending your legal rights in respect of disputes including but not limited to employment, contracts and property.

You can claim for **legal costs** and **expenses**, **attendance expenses** and where applicable **opponents civil costs**, if:

- “Legal Power®” is shown under “What’s Covered” in the **schedule**;
- there are reasonable grounds for pursuing or defending the legal proceedings;
- it is reasonable for **legal costs and expenses** to be incurred in the particular case;
- the dispute is specified under the “What we cover” column of this section;
- the dispute begins within the **period of insurance**;
- the dispute related to circumstances that occurred within Australia;
- the legal proceedings take place in Australia;
- the legal proceedings apply only Australian law;
- the dispute is not excluded in the “What we exclude” column of this section;
- the dispute is not excluded by any of the General exclusions listed on pages 101 and 102; and
- you have complied with the Legal Power claims conditions which are set out on pages 74

### What we cover

### What we exclude

#### A. Employment

##### (i) Contract Disputes

A dispute arising from a contract or alleged contract of employment with an **insured employee**, ex-employee or a prospective employee.

##### (ii) Acts or Omissions of **Employees**

A dispute arising from any act or omission or alleged act or omission of you or an **insured employee** arising out of or in the course of their normal employment in the **business** which leads to:

- their prosecution in a court of criminal jurisdiction;
- civil proceedings being taken against them under any anti-discrimination legislation; or,
- civil proceedings being taken against them as trustee of any superannuation fund.

#### B. Employers prosecution defence

Any act or omission which leads to your prosecution in a court of criminal jurisdiction but does not mean a prosecution for the defence of which cover is provided in paragraphs A or E.

#### C. Contract disputes

A dispute concerning a contract for the buying, renting, or supply of goods or services in relation to the **business**.

We will not pay any claim in respect of or arising from or relating to:

- civil proceedings where the amount in dispute is less than \$5,000;
- any act, omission or dispute which occurred prior to the commencement of the **period of insurance** and which you knew or ought reasonably to have known was likely to give rise to a claim or legal proceedings by or against you;
- **legal costs and expenses, attendance expenses** and **opponents civil costs** incurred prior to the written acceptance of a claim by us;
- an act, omission or dispute between any two or more parties who are named as “Policyholder” in the **schedule**;
- the molestation of, the interference with, the mental abuse of or the physical abuse of any persons by:
  - you; or,
  - a past or present **insured employee**; or any person performing any voluntary work or service for you or on your behalf.
- defamation, slander or libel;
- a dispute with us arising from any claim made under this policy;

## What we cover

### D. Property

A dispute arising from:

- (a) **loss** of or **damage** to land or **buildings** owned by you or for which you are responsible for the purpose of the business; or
- (b) **loss** of or **damage** to **goods** owned by you or for which you are responsible whilst contained in or on that land or **buildings**;

but not

- any dispute arising under a contract;
- any dispute arising from **goods** lent, leased or hired to third parties; or,
- any dispute arising from **goods** at premises not occupied by you unless they are there for the purposes of installation or use in work to be carried out by you.

### E. Trade Practices Act

A dispute arising from:

- (a) the operation of the Trade Practices Act 1974; or,
- (b) any act or omission arising out of the Trade Practices Act 1974;

which leads to the prosecution in a court of criminal jurisdiction of:

- you; or,
- an **insured employee**.

## What we exclude

- the use, ownership or possession by you or an **insured employee** of any motor vehicle, boat, vessel, craft or aircraft;
- patents, copyrights, trade marks, merchandise marks, registered designs, intellectual property and secrecy and confidentiality agreements;
- disputes concerning undefended debts or concerning debts owed by or to private individuals for non-business purposes;
- a contract of insurance where the dispute arises only in respect of the sum of money or other compensation payable under that contract;
- monies owed to you, where the claim is made six months or more after those monies became due and payable;
- mining subsidence or land subsidence;
- the mining, processing, transport or storage of fibreglass;
- the installation, removal or treatment of fibreglass materials;
- the use of fibreglass or fibreglass products or products containing fibreglass;
- the manufacture and/or processing of fibreglass or raw materials containing fibreglass;
- injury including **personal injury** arising, directly or indirectly, out of the inhalation of, or fears of the consequences of exposure to, or inhalation of, asbestos, asbestos fibres or derivatives of asbestos; or
- that part of any **loss**, cost or expense for the cost of cleaning up, or removal of, or **damage** to, or loss of use of, **property** arising out of any asbestos, asbestos fibres or any derivatives of asbestos.

In this clause

- damage means physical loss, damage or destruction and resultant loss of use; and,
- property means any tangible or intangible property and includes **property**.
- a matter where you or an **insured employee**:
  - pursue or defend a claim or legal proceedings without our consent or contrary to or in a different manner from that advised by the **appointed solicitor**;
  - fail to give proper instructions in due time to the **appointed solicitor** or counsel appointed by them; or,
  - are responsible for delay which is prejudicial to the successful outcome of the claim or legal proceedings;
- when you are bankrupt or have committed an act of bankruptcy or have made an arrangement with your creditors or have entered into a deed of arrangement or are in liquidation or part or all of your affairs or property are in the care or control of a receiver;
- the breach or alleged breach of any professional duty, including advice or treatment advice, by you or an **insured employee**;
- damages for death, bodily injury, disease or illness of or to any person;

## What we cover

---

## What we exclude

- **damage** to any **property**;
  - the transit of any goods or property by air or by sea;
  - bodily injury or **loss** of or **damage** to **property** or financial loss resulting from contamination or pollution caused by any trade waste, smoke, soot, fumes, liquids, gases or other substances discharged, dispersed, released or which have escaped into or upon land, the atmosphere or any watercourse or body of water unless that discharge, dispersal, release or escape is instantaneously caused by a sudden, unexpected and unintended happening;
  - the compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on or **damage** to any **property**;
  - the actual, planned or proposed construction, closure, modification or repair of **roads** or bridges or the actual, planned or proposed construction or demolition of buildings or other works by or under the order of any intergovernmental, governmental, public or local authority except insofar as the claim relates to accidental damage arising from such activities;
  - payment of fines or other penalties which you or an **insured employee** may be ordered to pay;
  - costs which you or an **insured employee** may be ordered to pay by a criminal jurisdiction;
  - relating to any criminal act committed deliberately or with wilful intent by you or an **insured employee**; or,
  - any **legal liability** which would be covered under Section 7.
- 

## Legal Power® claims conditions

---

You must obtain and forward to us upon our request and at your expense a written opinion from your solicitor, or counsel or both, on the merits of the claim or legal proceedings. If the claim is subsequently admitted by us your costs in obtaining these opinions will be covered under this section.

If we either refuse to accept or discontinue a claim we will tell you our reasons. Whatever you decide, if you commence or continue the claim or legal proceedings and are successful we will pay **legal costs and expenses** as if we had given our consent in the first instance.

## Representation

---

- Upon making a claim you may either ask us to nominate a solicitor to act for you or nominate a solicitor of your choice.
- If you ask, we will recommend the appointment of a solicitor and you will instruct that solicitor accordingly.
- We reserve the right to refuse your nomination of a solicitor without giving any reason and prior to our acceptance of your nomination of a solicitor we may make any enquires we deem appropriate with respect to that solicitor.
- We reserve the right to instruct you to terminate the services of the **appointed solicitor** if it is in your interests to do so. You must terminate the services of the solicitor and a new solicitor shall be appointed to act for you either nominated by you or appointed by us as referred to above.
- We reserve the right through our employees, agents or solicitors to take over and conduct in your name the pursuit, defence or settlement of any claim or legal proceedings including any appeal.
- Before we accept your nomination of a solicitor or if you fail to nominate a solicitor we shall be entitled but not bound to instruct a solicitor on your behalf if we consider this necessary to safeguard your immediate interests.

## Control of claim

---

- We must have direct access to the **appointed solicitor** at all times. You must co-operate fully with us in all respects and keep us fully and continually informed of all material developments in the legal representation or proceedings. If we ask, you must instruct the **appointed solicitor** to produce to us immediately any documents, information or advice in their possession and you must give them any instructions in relation to the conduct of the claim we may require.
- We are not liable for the costs or fees of counsel, accountants or any expert witness unless we have given our prior approval to the appointment of that person and agreed the proposed fee.
- Any agreement, undertaking or promise made or given by you to the **appointed solicitor** or by either to any witness expert or agent will not in any way affect the **legal costs and expenses** and **attendance expenses** payable.
- The **appointed solicitor** or you must inform us immediately in writing of any offer or payment into court made with a view to settling the claim and
  - (a) no agreement to settle which may result in a claim for indemnity under this section must be made without our prior approval.
  - (b) if you do not accept any offer or payment into court but that amount is equal to or in excess of the total damages eventually recovered by you we shall have no liability in respect of any **legal costs and expenses** or **opponent's civil costs** incurred after that offer or payment unless, upon being notified of the offer or payment into court, we agree to the continuation of the legal proceedings.
- If in any legal proceedings you are not successful in your claim or defence, no appeal or other proceedings will be covered unless we are notified in writing of the intention to appeal no later than six clear days before the time for making an appeal expires and we consider that there are reasonable prospects of such appeal succeeding.
- If we ask, you must require the **appointed solicitor** to have the **legal costs and expenses** or **opponent's civil costs** taxed, assessed or audited by the relevant authority.
- If for any reason the **appointed solicitor** refuses to continue acting for you or if you withdraw your instructions from the **appointed solicitor** then our liability will cease forthwith unless in our absolute discretion we agree to the appointment of another solicitor to continue with the claim.
- If you withdraw from the claim without our prior agreement then the **legal costs and expenses**, **attendance expenses** and **opponent's civil costs** will become your responsibility and we will be entitled to be reimbursed by you for any costs paid or incurred during the course of the claim including any **legal costs and expenses** and **attendance expenses** we consider we are obliged to pay on your withdrawal from the claim.
- Where you are awarded costs, you must take steps to recover **legal costs and expenses** and **attendance expenses** which would be the subject of payment under the policy. The **legal costs and expenses** and **attendance expenses** actually recovered will be taken into account by us when calculating our liability under this section.

## Dispute resolution

---

- You must, at our direction, follow any available **ADR** process before taking legal action in respect of a dispute.
- You must use your best endeavours to have any **commercial dispute** resolved through any available **ADR** process.
- If you are a party to legal action in connection with a **commercial dispute** commenced by another party, you must suggest resolution of that **commercial dispute** by any available **ADR** process as an alternative to continuing the legal action.

## What we pay for a claim for legal costs and expenses

---

### A1: Employment contract disputes

We will pay for 90% of the **legal costs and expenses**, **attendance expenses** and where applicable **opponent's civil costs** incurred in:

- (a) the pursuit of your legal rights to obtain remedy or to recover damages and costs from other parties;
- (b) the defence by you of any claim or counter claim;
- (c) the defence of a prosecution against you; and,
- (d) the defence or defence of an appeal against judgment provided we are given 6 clear business days notice before the time for making the appeal or application for appeal has expired and we consider there to be a reasonable chance of success;

## A2: Acts or omission of employees

We will pay 90% of the **legal costs and expenses, attendance expenses** and where applicable **opponent's civil costs** for the defence of any claim, counter claim or prosecution.

## B: Employers prosecution defence

We will pay for 90% of the **legal costs and expenses, attendance expenses** and where applicable **opponent's civil costs** incurred in:

- (a) the prosecution against you; and,
- (b) the defence or defence of an appeal against a judgment.

## C: Contract disputes

We will pay for 90% of the **legal costs and expenses, attendance expenses** and where applicable **opponent's civil costs** incurred in:

- (a) the pursuit of your legal rights to obtain remedy or to recover damages and costs from other parties;
- (b) the defence by you of any claim or counter claim; and,
- (c) the defence or defence of an appeal against a judgment.

## D: Property

We will pay for 90% of the **legal costs and expenses, attendance expenses** and where applicable **opponent's civil costs** incurred in:

- (a) the pursuit of your legal rights to obtain remedy or to recover damages and costs from other parties;
- (b) the defence by you of any claim or counter claim; and,
- (c) the defence or defence of an appeal against a judgment.

## E: Trade Practices Act

We will pay for 90% of the **legal costs and expenses, attendance expenses** and where applicable **opponent's civil costs** incurred in:

- (a) the pursuit of your legal rights to obtain remedy or to recover damages and costs from other parties;
- (b) the defence by you of any claim or counter claim;
- (c) the defence of a prosecution against you;
- (d) the defence of any claim, counter claim or prosecution against an **insured employee**; and,
- (e) the defence or defence of an appeal against a judgment.

## Limits to what we pay

---

The most we will pay is the **insured amount** shown in the **schedule**.

Recovery of legal costs and expenses

If we have paid a claim to you, and you recover an amount for costs as part of the award or settlement you must repay 90% of this amount to us, up to the amount we paid you under this section.

## Excess

You must pay the first 10% of all **legal costs and expenses, attendance expenses** and where applicable **opponents civil costs**.

## Section 10 – Commercial Motor

This section covers your business's vehicles. You can choose between two different types of cover for each vehicle you insure.

- **Comprehensive Cover** which covers the accidental damage to your vehicle, and the cover offered by Legal Liability Cover.
- **Legal Liability Cover** which covers supplementary bodily injury and damage to third party property only.

The cover you have selected will be displayed next to each vehicle in the schedule. You can ask us at any time to change the cover type for any vehicle and if we agree, there may be an additional premium or a refund of premium. The insured events are listed in the "What we cover" column in this section. An insured event does not include any of the items, events or circumstances set out beside the event in the "What we exclude" column.

### Cover Options

There are two different types of cover for **vehicles**. Not all types of cover are available for all types of **vehicles**.

The option you have chosen is shown on your **schedule** and is detailed below.

Cover Option	Description of Cover Provided
Comprehensive	Part 1 applies Part 2 applies
Legal Liability Only	Part 1 does not apply Part 2 applies

### Cover for additional vehicles

We automatically provide cover for any additional vehicle you acquire, purchase or lease during the **period of insurance**. You must tell us about the additional vehicle within 30 days of getting it and pay any extra premium we ask for.

If we are unable to continue covering the additional vehicle, we will tell you and give you 5 working days from the date we tell you so you can organise to insure the vehicle elsewhere. Cover on the additional vehicle will then end at midnight 5 days after we have told you we are unable to continue covering the additional vehicle.

If you have only one type of cover option for your **vehicles**, we will automatically provide that cover option for an additional vehicle you get during the **period of insurance** (unless you tell us you want another cover option).

If you have vehicles with us for both Comprehensive and Legal Liability cover, we will automatically provide the Comprehensive cover option for an additional vehicle you get during the **period of insurance** (unless you tell us you want Legal Liability Only cover).

When Comprehensive cover applies to the additional vehicle, unless a higher amount is shown on your **schedule** for additional vehicles or we have agreed to insure an additional vehicle that is similar for a higher amount, the most we will pay for **loss or damage** to an additional vehicle is its **market value** or \$150,000 whichever is the lesser.

# Part 1 – Loss of or damage to your vehicle

You can claim for **loss** of or **damage** to your **vehicle** as described under “What we cover” if:

- “Commercial Motor” is shown under “What’s covered” in the **schedule**;
- your **vehicle** is insured for Comprehensive cover;
- the **event** which causes the **loss** or **damage** happens during the **period of insurance**;
- the **loss** or **damage** occurred within Australia or its external territories;
- the **loss** or **damage** is not excluded by anything under the “What we exclude” column;
- the **loss** or **damage** is not excluded by the provisions of “When we will not pay a claim under this policy section” on page 95; and,
- the **loss** or **damage** is not excluded by the General Exclusions on pages 101 and 102.

## What we cover

We will pay for the theft, **loss** of or **damage** to your **vehicle** caused by an **event**.

## What we exclude

We will not pay for:

Loss or damage to tyres

**loss** or **damage** to tyres caused by punctures, bursts, road cuts or the application of brakes.

Vehicle deterioration

**loss** or **damage** due to wear and tear, corrosion, rusting or depreciation.

Accessories

any **vehicle** accessories other than those:

- supplied by the manufacturer of your **vehicle** as original equipment; or,
- **specified accessories**.

Failure or breakdown

structural, mechanical, electrical, or electronic failure or breakdown.

Safeguarding your vehicle

**loss** or **damage** caused by you failing to take reasonable steps to protect, prevent or diminish further **loss** or **damage** to your **vehicle** after:

- it breaks down;
- it is **damaged** in an **event**; or
- you have been notified that your stolen **vehicle** has been found.

Incorrect fuel or additive

**loss** or **damage** to your **vehicle** due to using incorrect fuel or additive.

Engine, gearbox and transmission

**damage** to your **vehicle’s** engine, gearbox or transmission because it was driven in a **damaged** condition after an **event** unless we agree that you could not reasonably have known that the **damage** was occurring.

Lawful seizure

**loss** or **damage** caused by or arising from any person or organisation who lawfully takes possession of your **vehicle**.

## What we cover

### Extra benefits

If as a result of an **event** which causes **loss** or **damage** to the **vehicle** we agree to pay a claim under this Part 1, we will also pay for the following **loss** and **damage**:

#### 1. New vehicle after total loss

Only applicable if:

- your **vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity, trailer or rigid body truck exceeding 2 tonne carrying capacity; and,
- we decide that because of the **event** it is a **total loss**.

If you are the first registered owner of your **vehicle** you can choose to accept a new replacement vehicle of the same make, model and series if:

- the **loss** or **damage** occurred within 2 years of the date of your **vehicle's** original registration;
- the replacement vehicle is available in Australia; and,
- anyone who provided finance for your **vehicle** agrees in writing.

We will also pay all on-road costs.

#### 2. Personal effects

We will pay the reasonable costs of repair or replacement if your or the **authorised driver's personal effects** are **damaged** or lost as a result of your **vehicle** being:

- **damaged** in the **event**; or
- stolen as a result of forcible entry to your **vehicle**.

#### 3. Funeral expenses

We will pay the associated burial or cremation costs if the **authorised driver** of your **vehicle** sustains a fatal injury during the **event**, and travel costs within Australia or its external territories, for the deceased driver or any member of the deceased driver's immediate family.

This benefit will not be reduced by any accident compensation.

#### 4. Personal accident

We will pay \$5,000 if your **vehicle** was being driven by you or any **authorised driver** and, as a direct and sole result of the **event**, the driver:

- permanently and totally loses sight in one or both eyes or
- permanently and totally loses the efficient use of one or both hands or feet.

We pay the driver.

## What we exclude

This Extra Benefit does not apply if your **vehicle**:

- has a stock, tanker or vacuum application,
- is a concrete agitator vehicle;
- is a garbage compactor;
- is a concrete pumping truck or trailer;
- is any other specialised rigid vehicle body type; or,

If your **vehicle** is a trailer or rigid body truck we will not pay more than 112.5% of the **insured amount** of your **vehicle**.

We will not pay:

- more than \$1,000 for any one **event**; or,
- if such **personal effects** are insured under another policy.

We will not pay more than \$5,000 for any one **event**.

We will not pay if the death happens:

- more than 12 months from the date of the **event**; or
- because the driver committed suicide.

We will not pay if we have paid an amount under the 'Personal Accident' Extra benefit

We will not pay more than \$5,000 any one **event**.

We will not pay if the **loss** happens:

- more than 12 months from the date of the **event**, or
- because the driver attempted to commit suicide.

We will not pay if we have paid an amount under the 'Funeral Expenses' Extra Benefit.

---

## What we cover

### 5. Emergency repairs

We will pay reasonable costs if you need **emergency repairs** so you can get your **vehicle** to your destination or a repairer after an **event**.

If you need **emergency repairs** we give you the authority to arrange these matters on our behalf. You must produce tax invoices and receipts for all costs if we ask for them.

### 6. Emergency travel

We will pay reasonable costs of emergency travel for you or the **authorised driver** and any **vehicle** occupants if your **vehicle** was unroadworthy or unsafe to drive following an **event**. If you need emergency travel we give you the authority to arrange these matters on our behalf. You must produce tax invoices and receipts for all costs if we ask for them.

### 7. Temporary accommodation

We will pay reasonable costs for temporary accommodation:

- for you or the **authorised driver** if the **event** was more than 100km from your home or the **authorised driver's** home and your **vehicle** was unroadworthy or unsafe to drive.
- if your **vehicle** is an unregistered on-site caravan and it is **damaged** by an **event**, provided that the unregistered on-site caravan is your only home and you can't live in it as a result of the **event**.

If you need overnight accommodation we give you the authority to arrange these matters on our behalf. You must produce tax invoices and receipts for all costs if we ask for them.

### 8. Removal of debris

If you are liable to pay the cost of cleaning up or removing goods that have fallen off your **vehicle** because it was in a collision or it overturned, we will pay those reasonable costs. You must produce tax invoices and receipts for all costs if we ask for them.

### 9. Vehicle modifications

We will pay the reasonable costs of modifying the **vehicle** for any **authorised driver** of your **vehicle** who is permanently disabled following the **event**.

### 10. Towing and storage

We will pay the reasonable and necessary costs of towing your **vehicle** when as a result of the **event** your **vehicle** cannot be driven to:

- our nearest Assessing Centre,
- a **recommended repairer** that we nominate, or
- a repairer we agree to.

We will also pay the reasonable costs of storing your **vehicle**.

---

## What we exclude

For any one **event**, we will not pay more than:

- \$500 if your **vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity; or,
- \$3,000 if your **vehicle** is any other type of **vehicle**.

We will not pay more than \$1,250 for any one **event**.

We will not pay more than \$1,250 for any one **event**.

We will not pay more than \$25,000 for any one **event**.

We will not pay more than \$3,000 for any one **event**.

We do not cover storage costs for any period after your claim is settled.

## What we cover

### 11. Hire vehicle after theft

We will pay for the reasonable cost of hiring a vehicle of a similar make and model to your **vehicle** for up to 30 days if your **vehicle** is stolen and either not found or is found but is not driveable. This benefit stops before the 30 day limit if:

- your **vehicle** is returned undamaged;
- we repair your **vehicle** and return it to you; or
- we have settled your claim.

You are responsible for all running costs and extras of the hire vehicle, including paying a deposit, security bond, fuel and any upgrade costs. You are responsible for paying all costs for any period you continue to use the hire vehicle after this benefit stops.

If you withdraw your claim or we refuse to accept it you might have to refund to us any payments for the hire vehicle we have already made.

Please see the Additional cover 'Hired Vehicle' on page 82 for cover provided under this **PDS** when you hire a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity.

### 12. Lease payout – car, 4WD, utility or van of not more than 2 tonne carrying capacity

If your **vehicle** is a car, 4WD, utility or van of not more than 2 tonne carrying capacity, we will pay the difference when the amount owing by you under a lease or a hire purchase agreement is greater than the **market value** of your **vehicle** if it was a **total loss**.

We will deduct:

- any amounts or interest in arrears at the time of the **loss** or **damage**; and
- discounts in respect of finance charges or interest for the unexpired term of the financial agreement.

### 13. Lease payout – vehicles other than those referred to in extra benefit 12

If your **vehicle** is of a type other than those referred to in Extra Benefit 12, we will pay the difference when the amount owing by you under a lease or a hire purchase agreement is greater than the **market value** of your **vehicle** if it was a **total loss**.

We will deduct:

- any amounts or interest in arrears at the time of the **loss** or **damage**; and
- discounts in respect of finance charges or interest for the unexpired term of the financial agreement.

## What we exclude

We will not pay more than \$3,000 for any one **event**.

We will not pay more than 20% of the **market value** of your **vehicle**.

We will not pay the lease payout:

- when your **vehicle** is insured for **agreed value**.
- when the **loss** or **damage** to your **vehicle** was caused by fire or theft, or
- if your **vehicle** was purchased via a personal loan or line of credit.

We will not pay more than 12.5% of the **insured amount** of your **vehicle**.

We will not pay the lease payout:

- when the **loss** or **damage** to your **vehicle** was caused by fire or theft, or
- if your **vehicle** was purchased via a personal loan or line of credit.

## What we cover

### Additional covers

This policy section is extended to include the following Additional Covers if your **vehicle** has Comprehensive cover:

#### 1. Two-wheel or box trailer

When your two-wheel trailer or box trailer is attached to or being towed by your **vehicle**, we will cover **loss** or **damage** to your trailer caused by an **event** in the **period of insurance**.

#### 2. Locks and keys

We will pay the cost of replacing the keys or re-coding your **vehicle's** locks if the keys to your **vehicle**:

- have been stolen (even if your **vehicle** was not),
- have been **damaged** or lost after an **event** as a result of which we have paid a claim under Part 1 of this policy section; or
- may have been duplicated and there are reasonable grounds to believe so,

in the **period of insurance**.

#### 3. Hired vehicle

If you hire a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity:

- (a) but do not insure it with the hiring company, we will pay for:
- theft, **loss** of or **damage** to that hire vehicle in the **period of insurance**; and
  - your **legal liability** for another person's **personal injury** or **damage** to another person's property in the **period of insurance** which you cause while you are driving or in control of the hired vehicle.

Please refer to page 92 of this **PDS** for how we will settle a claim for your **legal liability** under this Additional Cover.

- (b) and you did insure the hired vehicle with the hiring company for the theft, **loss** or **damage** or **legal liability**, we will pay any excess you are required to pay to the hiring company under that insurance during the **period of insurance**.

#### 4. Recovery costs – no damage

We will pay the reasonable cost of removing your **vehicle** to a place of safety following it becoming immobilised, bogged or stranded in the **period of insurance** even if there is no **damage** to your **vehicle**.

You must pay for the recovery and provide tax invoices and receipts for all costs if we ask for them.

## What we exclude

We will not pay if the **loss**, **damage** or **legal liability** is excluded by any of the exclusions in Section 10 (to avoid doubt, including the exclusions in Part 2 of Section 10 or the General Exclusions).

We will not pay more than \$1,000 for any one **event**. If we agree, you can insure your trailer for more if you insure it as a separate insured **vehicle** under your **policy**.

No **excess** is payable for any claim accepted under this Additional Cover

We will not pay more than \$3,000 for any one **event**.

You must pay the basic **excess** applicable to your **vehicle** for any claim accepted under this Additional Cover.

We will not pay more than:

- if (a) applies, \$40,000 for the **loss** or **damage** to the hired vehicle; or
- If (b) applies, the hire vehicle excess

for any one **event**.

You must pay to us an **excess** of \$500 for any claim accepted by us under this Additional Cover.

We will not pay more than \$5,000 for any claim under this Additional Cover.

You must pay the basic **excess** applicable to your **vehicle** for any claim under this Additional Cover.

This additional cover does not apply if your **vehicle** is immobilised, bogged or stranded solely as a result of **vehicle** failure or breakdown

## What we cover

### 5. Vehicles being test driven by you

If a vehicle is being demonstrated to you or test driven by you or your **authorised driver** during the **period of insurance**, we will cover your **legal liability** for:

- theft, **loss** of or **damage** to that vehicle; or
- your **legal liability** for another person's **personal injury** or to another person's property, which you cause while you are driving or in control of that vehicle.

Please refer to page 92 of this **PDS** for how we settle a claim for your **legal liability** under this Additional Cover.

## What we exclude

We will not pay more than \$100,000 for the theft of, **loss** or **damage** to the demonstration or test driven vehicle.

No **excess** is payable for any claim accepted under this Additional Cover

### 6. Non-owned trailer in control

Only applicable if your **vehicle** is a rigid body truck of 2 tonne carrying capacity or more.

We will pay for **loss** of or **damage** which occurs in the **period of insurance** to a trailer you do not own, lease or hire when at the time of the **event** resulting in the **loss** or **damage**:

- the trailer was in your legal possession or control; and
- you or an **authorised driver** were using it in conjunction with your **vehicle**.

We will not pay:

- more than \$50,000 for any one **event**, regardless of the number of trailers your **vehicle** may have under its control at the time of the **event**,
- for **loss** or **damage** to goods or property being carried in the trailer,

You must pay to us an **excess** of \$2,500 for any claim accepted by us under this Additional Cover. If there is also a claim for **loss** or **damage** to your **vehicle**, you must also pay any **excess** payable for your **vehicle**.

## How we settle a claim under Part 1 of this policy section

If we agree to pay a claim for **loss** or **damage** to your **vehicle** under Part 1, we will either pay you for a **partial loss** or a **total loss**. This is determined by the extent of the **loss** or **damage**, the cost of repair or replacement and the value of your **vehicle**.

If we agree to pay a claim for **legal liability** under any Additional or Optional cover in this Part 1, the "Limits to what we pay" in Part 2 of this section will apply.

### Total Loss

If we accept a claim and decide your **vehicle** is a **total loss**, and the conditions applying to Extra Benefit 1 – 'New vehicle after total loss' are met you can choose to accept a new replacement vehicle of the same make, model and series as your **vehicle**.

If Extra Benefit 1 – 'New vehicle after total loss' does not apply we will settle your claim one of the following ways:

#### 1) Market value

If the **vehicle** is shown on the **schedule** as having **market value**, and the **insured amount** does not show a figure in dollars, we will pay you the **market value** of your **vehicle**.

If the **vehicle** is shown on the **schedule** as having a **market value**, and the **insured amount** does show a figure in dollars, we will pay you the lesser of the **market value** or the **insured amount**.

The **market value** of your **vehicle** includes accessories defined as your **vehicle** plus any agreed accessory specified on your **schedule**.

We will deduct any **excess** that is payable from the amount we pay.

If we pay the **market value** or **insured amount** as a result of a **total loss** then your cover for that **vehicle** comes to an end. There will be no refund of the premium.

## 2) Agreed value

If the **vehicle** is shown on the **schedule** as having **agreed value**, we will pay you the **insured amount** shown on the **schedule** for your **vehicle**.

The **agreed value** of your **vehicle** includes accessories defined as your **vehicle** plus any agreed accessory specified on your **schedule**.

We will deduct any **excess** that is payable from the **agreed value**.

If we pay the **agreed value** as a result of a **total loss** then your cover for that **vehicle** comes to an end. There will be no refund of the premium.

### Applicable to all insured vehicles:

We will deduct any unpaid premium from the amount that we pay you.

Your **vehicle**, including any unexpired premium, registration and Compulsory Third Party insurance, becomes our property when we pay you for the **total loss**.

If another party (eg. a bank) is shown as having an interest on your **schedule** and your **vehicle** is a **total loss**, we pay them (instead of you) what you owe them up to the amount you are entitled to under this **policy**. If this amount is less than the full amount payable under the **policy**, we pay you the balance.

If you make a claim and another party is entitled to the salvage of your **vehicle**, we will pay you or them the **insured amount** shown on the **schedule**, less our estimate of the salvage value, less any **excess** and unpaid premium.

For an example of how we settle a **total loss** claim, see page 97 of this **PDS**.

## Partial Loss

---

If we agree to pay a claim and decide your **vehicle** is a **partial loss**, we can arrange the repairs with a **recommended repairer** if one is available, or alternatively you can choose your own repairer and arrange repairs with them.

Where we are able to provide you with access to one of our **recommended repairers**, we will offer you a choice if there is more than one in your area. However, we may only be able to nominate one **recommended repairer** if there are no others available.

Where we are unable to provide you with access to one of our **recommended repairers**, we will require you to choose your own repairer.

If we authorise repairs with a **recommended repairer** or your own repairer we will:

- authorise the repair of your **vehicle** to the same or reasonably similar condition and standard it was in immediately before the **event**;
- authorise only the use of new parts or parts which are consistent with the age or condition of your **vehicle** (which may include using non genuine and/or recycled parts);
- authorise only the use of manufacturer's approved parts if your **vehicle** is under warranty, but not when the **vehicle** has an extended warranty or for windscreen replacement;
- only pay the **market value** of damaged parts we consider to be obsolete;
- replace damaged windscreen or window glass with glass which may not be produced by the original manufacturer but will meet Australian Design Rules; and
- guarantee the quality of materials and workmanship in respect of the repairs for the life of the **vehicle**.

Any repairer we authorise to repair your **vehicle** may sub-contract some of the repairs to a person of their choice. This will usually occur when the repairer is unable to perform the repairs themselves.

If you choose your own repairer and we do not authorise repairs, we:

- will pay an amount equal to the **reasonable repair costs**; and
- will not provide any guarantee for the quality of materials and workmanship in respect of the repairs.

We are not responsible for the costs which occur because of delays in delivery of parts. If a part is not available in Australia, we will pay the cost of surface freight from the nearest reasonable source of supply.

You are responsible for the cost of any air-conditioning refit, re-gas or modification required by law.

You may have to contribute to the cost of replacing or repairing tyres, engines, accessories, paintwork, bodywork, radiators, batteries, interior trims, or caravan annexes affected by wear and tear or rust and corrosion. How much you are required to pay will depend on how worn we consider these items were when the **damage** happened.

We will subtract any **excess** that may apply.

For an example of how we settle a partial loss claim, see page 99 of this **PDS**.

### Lifetime guarantee for repairs

If we authorise repairs for your **vehicle**, we will guarantee the repairs against any defect due to workmanship or faulty material for the life of your **vehicle**.

If you choose your own repairer and we pay **reasonable repair costs** instead of authorising repairs, we will not provide a lifetime guarantee for the repairs.

### Underinsurance Condition

If at the time of the **event**, your **vehicle** was insured for less than 80% of its **market value** and we decide your **vehicle** is:

- A **total loss**; we will not apply this underinsurance condition.
- A **partial loss**, we will pay the same proportion of the **loss** as the **insured amount** bears to 80% of the **market value** of your **vehicle**.

In assessing the amount we pay, towing vehicles and attached trailers and dollies are regarded as separate and distinct insured **vehicles**.

The Underinsurance Condition does not apply if the **vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity.

### No claim bonus

A no claims bonus recognises your good driving and claims history record where you are insured for comprehensive cover.

Your **schedule** will show the type of no claims bonus you are entitled to (if any), and your premium will be charged accordingly.

### How you earn a no claim bonus

If you are not entitled to a maximum no claims bonus, you will earn an entitlement to a bonus for the next **period of insurance** if there has been no **loss** or **damage** that falls within the definition of a **penalty claim**.

The following no claims bonus will apply if you qualify for a no claims bonus:

For sedans, station wagons, 4 wheel drives or goods carrying vehicles with a carrying capacity of less than 2 tonnes:

Year	Existing bonus	Renewal bonus
1 <sup>st</sup> Year	0%	25%
2 <sup>nd</sup> Year	25%	45%
3 <sup>rd</sup> Year	45%	55%
4 <sup>th</sup> Year	55%	65%
Subsequent years	65%	65%

For all other vehicles

Year	Existing bonus	Renewal bonus
1 <sup>st</sup> Year	0%	20%
2 <sup>nd</sup> Year	20%	30%
3 <sup>rd</sup> Year	30%	40%
4 <sup>th</sup> Year	40%	50%
Subsequent years	50%	50%

## Protected no claims bonus

If you are entitled to a maximum no claims bonus of 65% for sedans, station wagons, 4 wheel drives, or goods carrying vehicle with a carrying capacity of 2 tonnes or less, we may allow you to have the option when you first take out the **policy**, or upon renewal, to protect your no claim bonus for that **vehicle**. An additional premium is payable to extend the **policy** to include this option.

## How making a claim could affect your no claim bonus

### If an event is not your fault

If you did not lodge a **penalty claim** during the **period of insurance**, then your no claims bonus will not be detrimentally affected at renewal of your **policy**.

### Windscreen claims

When you renew your **policy**, your no claims bonus will not be affected for any windscreen or window glass claim you make.

### Other claims

When you renew your **policy**, we reduce your no claim bonus for each **penalty claim** you have made during the **period of insurance** unless you have selected the Protected No Claims Bonus optional cover. If you have selected the Protected No Claim Bonus optional cover for the **vehicle** involved in a claim, we will not count that first **penalty claim** on that **vehicle** during the **period of insurance**.

The amount we reduce your no claim bonus to, is set out below:

For sedans, station wagons, 4 wheel drives or goods carrying vehicles with a carrying capacity of less than 2 tonnes:

Your current no claims bonus	Following 1 penalty claim	Following more than one penalty claim
65%	45%	Nil
55%	25%	Nil
45%	Nil	Nil
25%	Nil	Nil
Nil	Nil	Nil

For all other vehicles

Your current no claims bonus	Following one penalty claim	Following more than 1 penalty claim
50%	30%	Nil
40%	20%	Nil
30%	Nil	Nil
20%	Nil	Nil
Nil	Nil	Nil

## Part 2 – Legal Liability

What your vehicle also means in this section.

For the purposes of Part 2, your **vehicle** also means;

- a trailer
- a caravan; or
- another vehicle which has broken down;

that is being towed by your **vehicle** or a **substitute vehicle** legally and not for reward; and

- a **substitute vehicle**.

What is Legal Liability in this section?

**Legal liability** means that an Australian court or a court of an Australian external territory finds, or we accept, that:

- you;
- an **authorised driver**
- a passenger in your **vehicle**; or
- your employer, principal or business partner;

are legally responsible to pay compensation for:

- **loss** of or **damage to property** owned or controlled by someone else; or
- **personal injury** to another person (but only where the **legal liability** is not covered or capable of being covered by any compulsory third party insurance or public liability insurance).

### What we cover

We will pay for a claim for your **legal liability** as described in the “What we cover” column, if:

- “Commercial Motor” is shown under “What’s covered” in the **schedule**;
- the **legal liability** results from an unintended and unexpected **event** which occurs during the **period of insurance** in Australia or its external territories;
- it is not excluded by anything under the “What we exclude” column;
- it is not excluded by the provisions of ‘When we will not pay a claim under this policy section “on page 95;
- it is not excluded by the General Exclusions on pages 101 and 102; and,

## What we cover

If the **event** that gives rise to the **legal liability** is one that is caused by:

- you or an **authorised driver** driving, using or being in charge of your **vehicle**;
- goods being carried by or falling from your **vehicle**;
- loading goods onto your **vehicle** from a fixed place of rest directly beside your **vehicle**;
- loading goods off your **vehicle** to a fixed place of rest directly beside your **vehicle**; or
- a passenger in your **vehicle** with your permission while travelling or getting in or getting out of your **vehicle**.

## What we exclude

We will not pay for a **legal liability**:

- which is a direct or indirect result of discharge or escape of **contaminants or pollutants** or **dangerous goods** from your **vehicle** unless they are substances you are legally allowed to carry;
- for **loss** of or **damage to property** you own, control or are responsible for, or which belongs to someone who normally lives with you. However this exclusion will not apply to your **legal liability** for damages to motor vehicles belonging to an **employee** or visitor which occurs within the confines of a private car park owned or operated by you;
- for **personal injury** to anyone who was your **employee** at the time of the **event**;
- for **personal injury** if you were or anyone else was required by law to have insurance for compensation, damages or similar insurance for injury (eg. compulsory third party insurance or workers compensation required by law);
- for **personal injury** if your **vehicle** is registered in the Northern Territory of Australia;
- where you cause your own **personal injury**, or if you injure or cause the death of someone who normally lives with you;
- occurring because you, an **authorised driver** of your **vehicle**, a passenger in your **vehicle**, or your employee, principal or business partner agreed to accept liability;
- under any agreement you or anyone insured under this **policy** has entered into, unless liability would have been applied anyway;
- for **personal injury** if at the time of the **event** your **vehicle** was being used as a show, carnival or festival attraction, parade float or for any similar activity;
- if at the time of the **event** your **vehicle** was being driven or used at, in or on any **aircraft** hanger or any part of an airport or airfield used by **aircraft** for loading, unloading, taxiing, takeoffs or landings;
- resulting from the use of your **vehicle** if it was unregistered at the time of the **event**, unless your **vehicle** is an unregistered on-site caravan; or

## What we cover

---

## What we exclude

- in respect of fuel contamination caused by you delivering:
  - the incorrect type of fuel; or
  - the fuel to the incorrect place
- for **damage to property** resulting from an **event** arising out of the use of your **vehicle** while it is digging, excavating, boring or drilling.

However, we will pay if your **vehicle** is being used for the sole purpose of travelling to or from any work site or transporting or carting goods at the time of the **event** and is not being used at the time of the **event** for any other purpose including any specific activity for which the vehicle was designed

- to pay fines or punitive, exemplary or aggravated damages;
- arising directly or indirectly from:
  - the transportation, distribution, and or storage of asbestos;
  - any material containing asbestos or any process of decontamination, treatment or control of asbestos.

This will only apply to **personal injury** arising in consequence of inhalation of asbestos fibre, and to **loss** or **damage to property** due to the presence of asbestos.

- for **personal injury** or **loss** of or **damage to property** arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of **contaminants or pollutants** into or upon any property, land, the atmosphere, water course or body of water (including ground water). However this exclusion does not apply to Extra Benefit 1 Pollution.

---

## Extra benefits

We will also pay a claim for your **legal liability** as described below if the **event** giving rise to the **legal liability** was not expected or intended by you and occurs during the **period of insurance** in Australia or its external territories.

We will not pay if the **legal liability** is excluded by:

- anything in the 'What we exclude' column in Part 1 or Part 2 of this Section 10;
  - the General Exclusions on pages 101 and 102;
  - the provisions of 'When we will not pay a claim under this policy section " on page 95; or
-

## What we cover

---

### 1. Pollution

Your **legal liability** arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of **contaminants or pollutants** into or upon any property, land, the atmosphere, water course or body of water (including ground water), where such discharge, dispersal, release or escape:

- is caused by or in connection with the operation ownership possession or use by you or on your behalf of any **vehicle**;
- is caused by a sudden identifiable unintended and unexpected **event**;
- takes place in its entirety at a specific point in time during the **period of insurance** in Australia or its external territories; and
- does not relate to any property, land, air, water course or body of water which you own, occupy or have in your custody or control.

We will also only pay for clean up or removal costs if they are caused by such an incident.

The exclusion for **contaminants or pollution** does not apply to this Extra Benefit.

---

### 2. Legal Liability for unregistered on-site caravans

If your **vehicle** is an unregistered on-site caravan, you are covered for your **legal liability**, caused by your use or occupation of the unregistered on-site caravan.

### 3. Non-owned vehicle liability

Your **legal liability** as set out in Part 2, in respect of any vehicle not owned or supplied by you while that vehicle is being used or driven by you or an **authorised driver** in connection with your **business**.

---

### 4. Legal Liability for caravans and trailers

You are covered for your **legal liability** as a result of:

- the actions of a caravan or trailer while it is being towed by your **vehicle**;
- a caravan or trailer running out of control after separating from your **vehicle** while your **vehicle** is moving; or
- another vehicle colliding or acting to avoid a collision with:
  - property falling off a caravan or trailer while it is being towed by your **vehicle**; or
  - property being loaded or unloaded from a caravan or trailer attached to your **vehicle**.

## What we exclude

---

We will not pay:

more than \$500,000 during the **period of insurance**; or

- if the **contaminants or pollutants** are **dangerous goods**.

We do not pay for:

- amounts you must pay which are covered, or should be, by Medicare, workers compensation or another government scheme or arrangement, or private medical insurance; or
  - **Loss** or **damage** to the unregistered on-site caravan, unless the caravan is a **vehicle** insured under Part 1 of this **policy** section.
- 

You must pay to us an **excess** of \$500 for each claim accepted by us under this Extra Benefit.

---

We do not cover **loss** or **damage** to:

- a caravan or trailer unless it is a **vehicle** insured under Part 1 of this policy section; or
- the property which is loaded or unloaded from or which falls from the caravan or the trailer.

We do not cover the cost to remove the trailer or caravan debris, unless the caravan or trailer is a **vehicle** insured under Part 1 of this policy section.

You must pay the **excess** applicable for your **vehicle** for any claim accepted under this Additional Cover.

---

## What we cover

---

### Additional cover

We will also pay claims for the following Additional Covers if the **event** giving rise to the claim occurs during the **period of insurance** within Australia or its external territories .

#### 1. Damage by uninsured drivers

Applicable if the **vehicle** is insured for Legal Liability cover only.

**Loss** of or **damage** to your **vehicle** in an **event** as a result of a collision with another vehicle driven by an uninsured driver.

A driver is uninsured if neither the driver nor the owner of the other vehicle had an insurance policy that would cover them for the **loss** or **damage** to your **vehicle**.

We only pay if:

- you show the **event** was the fault of the uninsured driver and we agree; and
- you can identify the other vehicle and its driver (name, residential address, phone number and registration details).

#### 2. Emergency Services

If we agree to pay a claim under the Part 2, we will pay the reasonable costs levied by the police force or any fire brigade or other authority following an **event** involving your **vehicle** resulting in:

- the attendance of members of the police force at the accident site; and/or
  - the attendance of members of the fire brigade or authority for the purpose of fire extinguishment or other purposes.
- 

## What we exclude

---

We will not pay if the **loss**, **damage** or **legal liability** is excluded by:

- anything in the 'What we exclude' column in Part 1 or Part 2 of this Section 10;
- the General Exclusions on pages 101 and 102;
- the provisions of 'When we will not pay a claim under this policy section "on page 95; or

We will not pay more than \$5,000 or the **market value** of the **vehicle** (whichever is the lesser), for **loss** of or **damage** to your **vehicle** during any one **period of insurance**.

We will deduct:

- any **excess** that may apply to your **vehicle**, and
  - the residual value of the **vehicle** if it is not repairable (you keep the damaged **vehicle**).
-

## How we settle a Claim under Part 2 of this policy section

If we agree to pay a claim for **legal liability**, we will pay:

- the compensation;
- your legal costs and expenses if we have given our prior written consent to you incurring these costs;
- costs and charges reasonably and necessarily incurred by you in removing or cleaning up debris, unless stated otherwise; and
- costs and charges reasonably and necessarily incurred to extinguish a fire that your **vehicle** has caused.

We will also pay for legal costs in representing you or any other person covered by this section at any inquest or other inquiry relating to an **event** which may give rise to you being **legally liable**, if we have given our prior written consent to you incurring these costs.

You must pay any **excess** that may apply.

For an example of how we settle a liability claim, see page 100 of this **PDS**.

### Limits to what we pay

If we agree to pay a claim for **legal liability**, the most we will pay for all claims arising directly or indirectly from one **event** is \$30 million (unless another amount is specified on your **schedule**) but restricted to:

- \$1,000,000 for any one **event** occurring within the external territories of Australia, but only in respect of the death or bodily injury to another person
- \$1,000,000 (unless another amount is specified on your **schedule**) where your **vehicle** is being used for the transportation of **dangerous goods** or is attached to, or is towing, a vehicle used for the transportation of **dangerous goods**; and
- \$500,000 during the **period of insurance** in respect of all claims under the "Extra Benefit 1 – Pollution" under Part 2 in this section.

These amounts include all legal costs and expenses.

These limits also apply to any cover for your **legal liability** provided under any Extra Benefit, Additional Cover or Optional Cover of this section (both Parts 1 and 2) unless a lower limit is specified in the Benefit or Cover.

These limits are the most we will pay even if there are several claims against you relating to the one **event**.



# Optional covers for comprehensive cover

## What we cover

We may allow you to choose the following Optional Covers. The Optional Covers are subject to the type of vehicle. The Optional Covers you have chosen and we have agreed to apply to your **vehicle** will be set out in your **schedule**.

### 1. Windscreen excess waiver

You will not have to pay the basic **excess** for the first windscreen or window glass claim for that **vehicle** in any **period of insurance**. If you have any additional windscreen or window glass claims during the same **period of insurance** for that **vehicle**, the basic **excess** will apply.

### 2. Hire vehicle after accident

If the **vehicle** cannot be driven or is in need of repair following **loss** or **damage** as a result of an **event** (other than theft) for which we agreed to pay a claim under Part 1 of this section, we will reimburse you for the cost of hiring a replacement vehicle:

- of a similar type to the **vehicle**; and
- from the date the **vehicle** is left at the repairers.

Please see:

- Additional Cover 3 'Hired Vehicle' (page 82 for cover applicable to and caused by the rental vehicle.
- Extra Benefit 11 'Hire vehicle after theft' (page 81) for cover applicable if your vehicle is stolen.

### 3. Protected no claims bonus

Where a **penalty claim** would affect your No Claim Bonus, it will not be affected for that **vehicle** provided that you have not made a previous **penalty claim** for an **event** occurring in the **period of insurance** for that **vehicle**.

## What we exclude

We will not pay if the **loss**, **damage** or **legal liability** is excluded by any of the exclusions in Section 10 (to avoid doubt, including the exclusions in Part 2 of Section 10) or the General Exclusions.

This option will only apply if your **vehicle** is a car, utility, 4WD or van of not more than 2 carrying capacity.

We will not pay:

- if your **vehicle** is anything other than a car, utility, 4WD or van of not more than 2 tonne carrying capacity;
- if your **vehicle** is stolen;
- to hire a vehicle for any longer than the day after repairs to your **vehicle** have been completed;
- after your claim has been paid if your **vehicle** is a **total loss**;
- the running costs of the rental vehicle;
- for any other non-rental costs which you may be liable to pay for under a hire agreement;
- We will not pay more than \$1,500 for any one **event**.

This Optional Cover does not apply if your **vehicle** is anything other than a car, utility, 4WD or van of not more than 2 tonne carrying capacity.

This Optional Cover does not apply unless you are entitled to a maximum No Claim Bonus for your **vehicle**.

## Application of Excess

An **excess** is the amount you might have to pay if you claim. **Excesses** under this section are cumulative and apply to all claims, unless otherwise stated.

For each **event** you will bear the amount of the **excess** in respect of each and every **vehicle**, unless stated otherwise.

The basic **excess** is shown on your **schedule** or **vehicle excess** is shown on your **schedule**. The amounts for any other **excesses** are detailed below. You might have to pay more than one type of **excess** when you claim. You must pay the **excesses** in full.

We will decide if you pay the **excess** to us (when we ask for it) or to the repairer when you pick up your **vehicle** after it has been repaired. We can also choose to deduct the **excess** from the amount we pay you.

You don't pay any **excess** when your **vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity if:

- another vehicle is involved, we agree the driver of your **vehicle** was not at fault, and you can identify the other vehicle and the other driver responsible (name, residential address, phone number and vehicle registration details); or
- no other vehicle is involved, we agree the driver of your **vehicle** was not at fault, and you can identify another person at fault (name, residential address and phone number) and prove that they were at fault.

## Types of excesses

---

### Basic Excess

Basic **Excess** is the amount shown on your policy **schedule**.

### Age or Inexperienced Drivers Excess

An age or **inexperienced driver excess** applies if a driver under 25 or an **inexperienced driver** was in charge of your **vehicle** at the time of an **event**. This **excess** will not apply to glass, damage while parked, fire, malicious damage, theft or storm claims.

If we accept a claim where the driver was less than 25 years of age or was an **inexperienced driver**, the following age or **inexperienced driver excesses** will apply to the claim:

- when the **vehicle** is a rigid body truck, car, 4WD, utility or van not exceeding 2 tonne carrying:
  - for drivers under 21 years of age \$500 or \$1,750 if your **schedule** shows that the youngest driver is over 25 years of age or no youngest driver age is shown in the **schedule**;
  - for drivers between 21 and 24 years of age \$300 or \$1,000 if your **schedule** shows that the youngest driver is over 25 years of age or no youngest driver age is shown in the **schedule**; or
  - for **inexperienced drivers** \$250
- for all other vehicles, the age or **inexperienced driver excess** is \$750.

You must pay these age or **inexperienced driver excesses** in addition to any other **excess** for your **vehicle** that may be payable.

### Tipping Excess

A tipping **excess** applies if your **vehicle** is a trailer or rigid body truck and it is **damaged** while the tipping hoist is partly or fully extended. The tipping **excess** is \$1,000 and you pay this in addition to any other **excess** payable for your **vehicle**.

### Theft Excess

A theft **excess** of \$2,500 applies to each claim for theft or **damage** occasioned by theft of:

- Your skid steer loader, excavator, loader, backhoe or bobcat, or
- Any of their accessories, whether these accessories are attached to your **vehicle** at the time of the theft or **damage** or not.

You pay this in addition to any other **excess** for your **vehicle** that may be applicable.

### Endorsement Excess

An **endorsement excess** may apply if you have **endorsements** to your **policy**. Any **endorsement excess** applicable to your **policy** will be shown in the **endorsement** wording.

You pay the **endorsement excess** shown in the **endorsement** wording in addition to any other **excess** for your **vehicle** that may be payable.

### Additional cover excesses

Please refer to pages 82 and 83 for the amount of any **excess** you might have to pay if you make a claim under any Additional Covers in Part 1 or Part 2 of the policy section.

### Application of excess involving trailer and towing vehicle.

If a trailer being towed by a **vehicle** damages the property of another person and:

- only the trailer was **damaged**, the **excess** for the towing **vehicle** will apply; or
- there is no **damage** to either the trailer or towing **vehicle**, the **excess** for the towing **vehicle** will apply.

# When we will not pay a claim under this policy section

**You are not covered for an event occurring when your vehicle is being driven by, or is in the charge of, someone who:**

- was under the influence of, or had their judgement affected by, any alcohol or drug;
- had more than the legal limit of alcohol in their breath or blood, as shown by analysis;
- refused to take a legal test for alcohol or drugs or
- was not licensed, not correctly licensed or not complying with the conditions of their licence.

We will cover you if you were not the driver or person in charge of your **vehicle** at the time of the **event** and you can satisfy us that you did not know, and could not have reasonably known, of any of the above circumstances.

If we pay a claim we can recover those costs from the person who was driving or in charge of your **vehicle**, unless the law prohibits recovery by us.

**You are not covered under this Section:**

- if you or an **authorised driver** does something or neglects to do something that is not in accordance with this **policy** or does not give us the information or assistance that we ask for;
- for theft of or malicious **damage** to your **vehicle** when anyone insured under this **policy** has not taken reasonable care to prevent this **loss** or **damage**;
- for financial loss:
  - occurring because you cannot use your **vehicle**;
  - Because your **vehicle's** value was less after being repaired; or
  - Because your **vehicle's** working life has been reduced;
- for **loss** of or **damage** to a drill rod or bit attached to your **vehicle** while the drill rod or bit is being used for its designed purpose. For the purposes of this exclusion, a drill rod or bit includes any part attaching to or forming part of the drill rod or bit including but not limited to pipes, guides, filters, gaskets, plugs, caps, beacon housings, tool heads, nozzles and/or any other electronic mechanism;
- for the cost to repair or replace burnt out electric motors or wiring of appliances in your caravan;
- for **damage** to your caravan, caravan annexe, trailer or **personal effects** caused by biting, chewing or scratching by an animal or bird;
- for **damage** to your caravan, caravan annexe or **personal effects** caused by any tenant;
- if your unregistered on-site caravan is unoccupied for 60 consecutive day. (If you want cover over 60 days, you need to ask us for an extension of time and we must agree in writing. We might charge an extra premium or impose special terms.);
- for **loss** or **damage** to your caravan caused by the sea or high water;
- for **loss** or **damage** caused by or contributed to by or arising from any biological, bacterial, viral, germ, chemical or poisonous **pollutant or contaminant** or any looting or rioting following these occurrences;
- for theft by anyone who has hired or leased your **vehicle** or who has taken it as security for a debt;
- for an **event** that occurs outside Australia or its external territories.

## You are not covered if, at the time of an event, your vehicle was:

- damaged, unsafe or unroadworthy. However, this exclusion will not apply if you prove that the unroadworthy or unsafe condition of your **vehicle**:
  - did not cause or contribute to the **loss, damage** or **legal liability**, or
  - could not reasonably have been detected by you;
- being used in a race, contest, trial, test, hill climb or any similar activity;
- being used on a competition race track, circuit, course or arena;
- being used by you for illegal purposes;
- carrying passengers for payment or reward unless it was a car pool, child car arrangement or fare paying passenger bus;
- carrying a greater number of passengers than it was designed for or is allowable according to law;
- conveying, towing, lifting or carrying a load not secured according to law;
- conveying, towing, lifting or carrying a load in excess of that which is was designed for or is allowable according to law;
- being used to move **dangerous goods** or substances that pollute or contaminate unless this was done legally;
- travelling on railway lines; or
- being operated, transported or driven in an underground mine or mining shaft (but we will cover you if your **vehicle** was being used for open cut mining).



# Claim payment examples

The following worked dollar examples are designed to assist in the understanding of some of the important benefits in this Section 10 and how claims are calculated. The examples do not cover all scenarios or all benefits and do not form part of your policy terms and conditions. The following should be used as a general guide only. You should consider all examples as each example covers different benefits and scenarios.

## Example: Total loss, market value

A car that has a carrying capacity of not more than 2 tonnes is comprehensively insured for **market value**. The basic **excess** is \$500 as specified in the **schedule**. The **vehicle** is **damaged** in an accident and we assess the cost of repair to be \$20,000. We decide it is a **total loss**.

The **market value** is determined as follows:

The **vehicle** is an 8 year old sedan in poor condition. A motor vehicle guide records the value at \$20,000 for good condition. We assess the **market value** to be \$15,000 (GST inclusive).

How much we pay		Further information
Market value sum insured	\$15,000	The <b>vehicle</b> is a <b>total loss</b> with a <b>market value</b> of \$15,000. We normally decide the <b>vehicle</b> is a <b>total loss</b> if the complete repair cost exceeds its <b>market value</b> less salvage value.
Less ITC	-\$1,364	If you are registered for <b>GST</b> and entitled to an Input Tax Credit (ITC) we will deduct this entitlement. In this example you are entitled to a full Input Tax Credit (100%). We will not deduct this entitlement if your <b>vehicle</b> is insured for <b>Agreed Value</b> .
Less outstanding premium	-\$300	If you paid your insurance by pay by the month instalments, we will deduct the remaining instalments for the <b>period of insurance</b> . In this example, there are three \$100 per month instalments remaining when the <b>total loss</b> occurs.
Less excess	-\$500	Only the basic <b>excess</b> as specified in the <b>schedule</b> applies in this example. We deduct this from the amount we pay to you.
Total claim	<b>\$12,836</b>	We would normally pay this amount to you in a <b>total loss</b> situation.
Plus lease payout	\$2,200	If, instead of owning your <b>vehicle</b> outright, your <b>vehicle</b> was purchased under a finance lease and the amount owing was \$17,200 (excluding any payments in arrears and resulting interest), we will pay the difference between the amount owing under the finance arrangement and the <b>market value</b> (\$17,200 - \$15,000). This benefit has a limit of 20% of the <b>market value</b> (\$3,000).
Less ITC	-\$200	In this example you are entitled to a full Input Tax Credit (100%).
Total claim	<b>\$14,836</b>	We would normally pay the claim directly to your financier and not to you in circumstances of a lease payout. You pay your financier any amounts left owing.

If the **vehicle** in the above example was less than 2 years old at the time of the **event**, instead of paying the claim above you can choose to accept a replacement vehicle including similar accessories and parts plus on-road costs e.g. registration, compulsory third party, pre-delivery. You must pay the **excess** to the dealership who has provided the replacement vehicle or us.

If the vehicle salvage is valued at \$1,000, the salvage becomes our property and we are entitled to keep the \$1,000 proceeds of its sale plus any registration and compulsory third party insurance refund. This does not affect the calculations above unless you obtain these refunds directly in which case we will deduct these costs from the total claim above.

## Example: Total loss, agreed value

A utility that has a carrying capacity of not more than 2 tonnes is comprehensively insured for an **agreed value** of \$45,000. The **vehicle** is **damaged** in an accident that we agree was not your fault and you have identified the at fault party and provided all their details that we require.

We assess the cost of repair of your vehicle to be \$40,000 but as it has a \$10,000 salvage value as is we decide it is a **total loss**. The **vehicle** is not subject to finance. The basic **excess** is \$500 as specified in the **schedule**.

How much we pay		Further information
Agreed value	\$45,000	The <b>vehicle</b> is a <b>total loss</b> with an <b>agreed value</b> of \$45,000. We normally decide a <b>vehicle</b> is a <b>total loss</b> if the complete repair cost exceeds its <b>agreed value</b> less salvage value.
Less ITC	\$0	We do not deduct any ITC when your <b>vehicle</b> is comprehensively insured for <b>agreed value</b> .
Less excess	\$0	No basic <b>excess</b> applies in this example as the accident was not your fault and you have provided all the details of the at fault party that we require.
Total claim	<b>\$45,000</b>	We would normally pay the Total claim amount directly to you in a <b>total loss</b> situation, unless your <b>vehicle</b> is subject to finance.

If the **vehicle** salvage is valued at \$10,000, the salvage becomes our property and we are entitled to keep the \$10,000 proceeds of its sale plus any registration and compulsory third party insurance refund. This does not affect the calculations above unless these refunds are paid to you directly in which case we will deduct these costs from the total claim above.



## Example: Partial loss

A car that has a carrying capacity of not more than 2 tonnes is comprehensively insured for **market value**. The basic **excess** is \$500 as specified in the **schedule**. The **vehicle** is stolen and subsequently recovered, damaged, 25 days later. We assess the cost of repairs to be \$5,500.

How we pay		Further information
Damage to vehicle	\$5,500	We normally decide the vehicle is repairable if the cost of repairs is significantly less than the market value.
Less excess	-\$500	Only the basic <b>excess</b> as specified in the <b>schedule</b> applies in this example. We normally require you to pay the <b>excess</b> directly to the repairer. If you have paid the basic <b>excess</b> to the repairer and you are registered for <b>GST</b> you may be entitled to an Input Tax Credit (ITC) on this excess.
Total claim	<b>\$5,000</b>	We would normally pay this amount directly to the repairer in a <b>partial loss</b> situation.

If personal effects to the value of \$350 are also stolen during the theft:

Plus personal effects	+ \$350	Personal effects cover is limited to \$1,000 per event. This extra benefit's sub-limit is in addition to the <b>market value</b> of the <b>vehicle</b> .
Total claim	<b>\$5,350</b>	We normally pay the \$350 for personal effects to you (and the remaining \$5,000 directly to the repairer).

If a **replacement vehicle** of a similar type for a cost of \$100 per day is arranged by us:

Plus vehicle hire cost	+ \$2,800	The <b>vehicle</b> takes 3 days to repair. The cost per day times the number of days from the date of theft until the date repairs are completed is 28 x \$100. This benefit has a limit of up to 30 days and we will not pay more than \$3,000.  <b>Note:</b> This benefit would not apply if the <b>vehicle</b> was <b>damaged</b> in an accident instead of stolen, unless you also selected the Optional Cover 'Hire vehicle after accident'.
Total claim	<b>\$8,150</b>	We normally pay the \$2,800 for vehicle hire directly to the hire company, the \$350 to you and the \$5,000 to the repairer.

## Example: Legal liability

A **vehicle** is insured for Legal Liability cover. The **vehicle** is involved in an accident and the other driver claims that the driver of your **vehicle** has a legal liability for the accident. The damage to the other vehicle would be assessed by a court at \$12,500. There is a basic **excess** of \$500 as specified in the **schedule**. The legal costs to defend your legal liability are \$3,000.

How much we pay		Further information
Damage to other vehicle	\$12,500	We normally pay the cost of repairs directly to the third-party claimant.
Less excess	- \$500	Only the basic <b>excess</b> as specified in the <b>schedule</b> applies in this example. We normally require you to pay this amount to us before we act on your behalf.
Plus our legal costs	+ \$3,000	We incur and do not charge you for these costs providing you have paid your excess prior to legal costs being incurred.
Total claim	<b>\$15,000</b>	

The driver of your **vehicle** was not at fault in an accident and the driver of the other vehicle was at fault but was not insured. You are able to provide us with the details of the other driver. The basic **excess** is \$500. For the purposes of this example it is assumed that your **vehicle** is not comprehensively insured.

'Damage by uninsured drivers' Additional cover	\$4,500	Your <b>vehicle</b> is not covered for own damage because Legal Liability cover was purchased. However, the 'damage by uninsured drivers' Additional Cover provides limited cover in these circumstances for up to \$5,000.  For the purposes of this example, we assess that the damage to your car will cost more than its market value of \$4,500. We decide it is not repairable.
Less ITC	- \$409.09	If the policyholder is registered for <b>GST</b> and is entitled to an Input Tax Credit (ITC) we will deduct this entitlement. In this example you are entitled to a full ITC (100%).
Less excess	- \$500	Only the basic <b>excess</b> as specified in the <b>schedule</b> applies in this example. We deduct this from the amount we pay you.
Less residual value of wreck	-\$500	The remaining value of your damaged vehicle. We deduct this from the amount we pay you.
Total claim	<b>\$3,090.91</b>	We normally pay this directly to you. You will keep the damaged vehicle.

# General exclusions

These are the policy exclusions which apply to all the sections of your **policy**, unless otherwise specified. We will not cover:

## 1) Nuclear risks

any **loss**, destruction, consequential loss, **damage**, injury or **legal liability** directly or indirectly caused by or contributed to by or arising from:

- ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or fission of nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

## 2) Nuclear weapons

any **loss**, destruction, consequential loss, **damage**, injury, or **legal liability** directly or indirectly caused by or contributed to by, or arising from nuclear weapons material.

## 3) War risks

any consequence of war or warlike activities which includes invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

This does not apply to Sections 6 – Goods in Transit.

## 4) Confiscation, nationalisation or expropriation

- any **loss, damage** or consequential loss due to confiscation, nationalisation or expropriation.
- any **loss, damage** or consequential loss caused by any person or organisation who lawfully destroys or takes away your ownership or control of any property or vehicle covered by the policy.

## 5) Existing damage

any **loss** or **damage** which happens before the **period of insurance** or which arises from an **event** before the **period of insurance** starts unless specifically stated otherwise in a policy section.

## 6) Deliberate damage

any **loss** or **damage** caused deliberately by you, or any director, business partner, principal, or **employee** of yours, or with your permission.

## 7) Unoccupied premises

any **loss** or **damage** where the **premises** has been totally unoccupied for 60 (sixty) or more consecutive days, unless our written consent has been obtained before the **premises** are left so unoccupied.

## 8) Contractual liability

any **loss** or **damage** in respect of which you have entered into an agreement which excludes your right to recover from a third party or any claim for liability where you have admitted liability without our agreement.

## 9) Consequential loss

consequential loss of any kind including loss by delay, confiscation or detention by customs or other lawful authority, loss of market, lack of performance, loss of contract or depreciation in the value of land and stock.

This does not apply to section 5 – Back in Business.

## 10) Electronic data exclusion

This exclusion prevails over any other provision in the **policy** except any terrorism exclusion.

- (a) We will not cover:
- (i) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **electronic data**,
  - (ii) error in creating, amending, entering, deleting or using **electronic data**, or
  - (iii) total or partial inability or failure to receive, send, access or use **electronic data** for any time or at all from any cause whatsoever, regardless of any other contributing cause or **event** whenever it may occur.
- (b) We will not cover **legal liability** for communication, display, distribution or publication of **electronic data**. However, this exclusion (b) does not apply to bodily injury, death, sickness, disease, disability, shock, fright, mental injury, mental anguish or loss of consortium resulting from any of them.
- (c) Where an event listed below (being an event covered under "What we cover" in section 1 or section 3 of this **policy** but for this exclusion) is caused by any of the matters described in paragraph (a) above, this **policy**, subject to all its provisions, will insure:
- (i) **loss** of or **damage** to insured **property** directly caused by the **event**, or,
  - (ii) consequential loss insured by this **policy**.

This exclusion does not apply where an **event** listed below (being an **event** covered under "What we cover" in section 1 or section 3 of this **policy** but for this exclusion) caused any of the matters described in paragraph (a) above.

Fire

Lightning or thunderbolt

Explosion

Earthquake, including subterranean fire, volcanic eruption

Impact by any road vehicle, space debris, animal, falling tree

Impact by aircraft or anything dropped from them

Wind or water (including snow, sleet and hail)

Sprinkler leakage

Theft of **electronic data** solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such **electronic data**.

- (a) For the purposes of the "What we pay" provision in this **policy**, computer systems records includes **electronic data**.
- (b) Where **damage to property** or **property** are used in this **policy**, they do not include **electronic data**.

This does not apply to sections 1E, 8, 9 or 10.

## 11) Terrorism

- (a) **personal injury, damage to property, legal liability, loss, damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any **act of terrorism** regardless of any other cause or **event** contributing concurrently or in any other sequence to the **personal injury, damage to property, legal liability, loss, damage**, cost or expense;
- (b) **personal injury, damage to property, legal liability, loss, damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.

## 12) Construction, erection, alteration or additions to buildings

any **loss** or **damage** to your **buildings, contents or stock** whilst **buildings** owned or occupied by you are subject to the carrying out of construction, erection, alterations or additions, repairs, maintenance, or demolition unless the value of such work is less than \$500,000.

# Definitions

Word	Meaning
<b>Act of terrorism</b>	An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government or to put the public, or any section of the public, in fear.
<b>Additional costs</b>	<ul style="list-style-type: none"><li>• First aid costs (other than medical costs which we are not allowed to pay by law);</li><li>• Defence costs incurred with our written consent;</li><li>• Any other costs and expenses incurred with our written consent; and,</li><li>• The cost of emergency first aid to other persons and for costs incurred with our consent for temporary repairs, shoring up or protection of damaged property of others.</li></ul>
<b>ADR</b>	Any form of alternative dispute resolution (not including any form of dispute resolution provided or ordered by courts, tribunals or other statutory bodies) which is agreed between us and you as appropriate for a particular <b>commercial dispute</b> .
<b>Advertising liability</b>	<ul style="list-style-type: none"><li>• Any infringement of copyright or passing off of title or slogan;</li><li>• Unfair competition, piracy, idea misappropriation contrary to an implied contract; or,</li><li>• Invasion of privacy committed or alleged to have been committed during the <b>period of insurance</b> in any advertisement, publicity article, broadcast or telecast and caused by or arising out of your advertising activities.</li></ul>
<b>Agreed value</b>	The amount we agree to insure your <b>vehicle</b> for. This amount is shown in the <b>schedule</b> .
<b>Air conditioner</b>	An appliance, system, or mechanism designed to extract heat from an area via a refrigeration cycle. Its purpose in a building is to provide comfort during either hot or cold weather.
<b>Aircraft</b>	Any vessel, craft or thing made or intended to fly or move in or through the air or space including hovercraft. Aircraft do not include model aircraft with a wing span up to 1.5 metres
<b>Appointed solicitor</b>	The solicitor appointed to act for you, with our approval.
<b>ATM</b>	Automatic Teller Machine which is a burglar resistant unit on the premises designed for the safe storage and disbursement of bank notes which resists fire and attack by hand-held or power operated tools. The ATM must be fixed in or to a wall or other structural feature that is part of the building.

Word	Meaning
<b>Attendance expenses</b>	<p>The salary or wages of an <b>insured employee</b> for the period he or she is absent from work to attend either as a witness on your behalf or on behalf of another <b>insured employee</b> and at the request of the <b>appointed solicitor</b>, or as a defendant at a court, tribunal or arbitration hearing as the case may be or as a jury member for each half or whole day of such attendance to the extent that they are not recoverable from the court, tribunal or arbitration hearing or from the other side in the case or action; they must be calculated on the basis that:</p> <ul style="list-style-type: none"> <li>the period of absence from work includes the time taken to travel to and from the hearing and shall be calculated to the nearest half day;</li> <li>taking an eight hour day to be a whole day for this purpose and as the maximum period for which a claim can be made in respect of one day;</li> <li>for full time <b>insured employees</b> one whole day's salary or wages equals 1/250th of the <b>insured employee's</b> annual salary or wages at the time of such attendance;</li> <li>for part time <b>insured employees</b> the salary or wages for the period of absence from work shall bear the same proportion to their weekly salary or wages as the period of absence from work to their normal working week for you.</li> </ul>
<b>Audit</b>	<p>The audit of a <b>return</b> submitted by you or on your behalf by the Australian Tax Office (ATO), or any Australian Commonwealth State or Territory department, body or agency, or authority which is duly authorised to conduct such an audit, or a <b>record keeping audit</b> but excluding any audit of a superannuation fund for the purposes of determining any matter relating to the superannuation funds', or its trustees' compliance with any of the provisions of the Superannuation Industry Supervision Act 1993 (SIS) unless the Superannuation Optional Cover is selected and an additional premium paid.</p>
<b>Auditor</b>	<p>An officer who is authorised under Commonwealth, State or Territory legislation to carry out an <b>audit</b> of your taxation or financial affairs or <b>return</b>.</p>
<b>Authorised driver</b>	<p>A person controlling, driving or using your <b>vehicle</b> with your consent.</p>
<b>Business Activity Statement</b>	<p>The Business Activity Statement that is submitted to the Australian Tax Office (ATO) for taxation purposes.</p>
<b>Boilers and pressure plant</b>	<p>Those parts of the permanent structure of the machinery owned by you or for which you are legally responsible which are subject to internal steam gas or fluid pressure (other than atmospheric pressure) including:</p> <ul style="list-style-type: none"> <li>fittings and direct attachments which are connected to the permanent structure without intervening valve or cock</li> <li>Supporting structures of the machinery described above (other than foundations, masonry or brickwork) such as furnace doors, access doors, external combustion chambers smoke boxes and casings;</li> <li>Metal parts of pressure and water gauges and their connections to the permanent structure.</li> </ul>
<b>Breakdown</b>	<p>Sudden unforeseen physical <b>loss</b> or <b>damage</b> of item of <b>machinery, computer equipment</b> or <b>electronic equipment</b> which may include but is not limited to the actual breaking, seizing, deformation or burning put sufficient to prevent the item undertaking its normal operation and necessitating repair or replacement before normal operation of it can be resumed.</p>
<b>Building or buildings</b>	<p><b>Buildings</b> and structural improvements, including services, fences, walls, gates and landlord's fixtures and fittings.</p> <p><b>Buildings</b> do not include:</p> <ul style="list-style-type: none"> <li>Temporary buildings or shipping containers at the <b>premises</b> unless they are fixed to foundations, wired for electrical services and the security is at least the same as the permanent buildings or any padlocks in use are rated between 7 and 10 by AS4145.4 as amended; or,</li> <li>Loose or compacted soil, earth, gravel pebbles, rocks or granular rubber, gravel, pebble driveway or carpark but we will pay the cost to restore soil or earth to the extent that it is necessary to repair insured damage to your buildings.</li> </ul>

Word	Meaning
<b>Business</b>	The <b>business</b> described in the <b>schedule</b> , including the ownership of any <b>premises</b> shown in the <b>schedule</b> .
<b>Business equipment</b>	<b>Machinery, boilers and pressure plant, Computer equipment and electronic equipment.</b>
<b>Business hours</b>	The time that you or any of your <b>employees</b> are on the <b>premises</b> in connection with the <b>business</b> , including overtime.
<b>Capital additions</b>	Alterations or additions to <b>buildings</b> or <b>contents</b> at the <b>premises</b> carried out after the commencement of the <b>period of insurance</b> .
<b>Cigarettes and liquor</b>	Cigarettes, cigars, tobacco, liquor and spirits.
<b>Commercial dispute</b>	A dispute between you and any other party arising out of or in connection with your <b>business</b> .
<b>Computer equipment</b>	Electronic data processing equipment comprising a central processing unit with flexible programming ability, video display units, printers, hard disks, floppy disk drives, micro diskettes including read or write heads, electro or mechanical motors and passive components, but does not include software.
<b>Computer virus</b>	A corrupting, harmful, or otherwise unauthorised piece of code that infiltrates your <b>computer equipment</b> , including a set of unauthorised instructions, programmatic or otherwise, that propagates itself through your <b>computer equipment</b> . <b>Computer virus</b> includes "Trojan horses", "worms" and "time or logic bombs"
<b>Concluded decision</b>	Written notification of the <b>auditor's</b> concluded views in connection with a <b>return</b> and includes any written statement which is intended by the <b>auditor</b> to be its findings in connection with a <b>return</b> or the basis upon which it proposes to act in connection with a <b>return</b> .
<b>Contaminants or pollutants</b>	Any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants and other contaminants or pollutants. Waste includes material to be recycled, reconditioned or reclaimed.  In regard to the Section 10- Commercial Motor, pollutants and contaminants do not include <b>dangerous goods</b> .
<b>Contents</b>	<ul style="list-style-type: none"> <li>• <b>Business equipment</b>, plant, fixtures, fittings, business furniture and tools of trade;</li> <li>• <b>documents</b>;</li> <li>• patterns, models, moulds, dies or lasts, but limited to the value of such items in your financial records used in connection with the <b>business</b>.</li> </ul> <p><b>Contents</b> also includes:</p> <ul style="list-style-type: none"> <li>• tenants' improvements (when you are the tenant but not the owner of the <b>premises</b>); and</li> <li>• landlord's fixtures and fittings for which you as tenant are legally liable</li> </ul>
<b>Conveyance</b>	Any ship, vessel, <b>aircraft</b> , postal service (except in the case of <b>temperature controlled goods</b> ), rail and road vehicle used to transport the <b>goods</b> .
<b>Customers goods</b>	Goods that belong to your customers that are in your physical or legal control because the business: repairs; services; maintains; or, stores those goods before or after it repairs, services, maintains the goods.  Customer's goods include consigned items of property in your building for sale.

Word	Meaning
<b>Damage or damaged</b>	Sudden and unforeseen physical damage or destruction.
<b>Damage to property</b>	<ul style="list-style-type: none"> <li>physical loss of or <b>damage</b> to or destruction of tangible property including resultant loss of use; or,</li> <li>loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by an <b>occurrence</b>.</li> </ul>
<b>Dangerous goods</b>	<ul style="list-style-type: none"> <li>substances which are shown in the Australian Code for the Transport of Dangerous Goods by Road or Rail;</li> <li>liquid fuels, liquefied or compressed gasses, toxic chemicals, acids, organic peroxides, or corrosives;</li> <li>infectious, explosive radioactive, or oxidising substances; or,</li> <li>substances with a flashpoint of below twenty two point seven degrees celsius (22.7°C).</li> </ul>
<b>Documents</b>	Documents, manuscripts, business books, computer system's records, plans or designs. These items are only insured for their value in an unused or blank state as stationery or media as the case may be.
<b>Domestic type hot water systems</b>	Any heating or hot water system of any kind used for domestic purposes not exceeding 500 litres and normally operating at a temperature not exceeding ninety nine degrees celsius (99°C).
<b>Electronic data</b>	Facts, concepts and information converted to a form usable for communications, display, distribution, interpretation or processing by electronics and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.
<b>Electronic equipment</b>	Telecommunication transmission and receiving equipment, electronic research, diagnostic or electro-medical equipment, lighting facilities, audio visual, amplification and surveillance equipment, and office machines owned by you or for which you are legally responsible.
<b>Emergency repairs</b>	Minor repairs which are essential for you to be able to drive your <b>vehicle</b> safely from an accident or <b>event</b> causing <b>damage</b> .
<b>Employee or employees</b>	<p>Any person:</p> <ul style="list-style-type: none"> <li>engaged in the <b>business</b> under a contract of service or apprenticeship; or,</li> <li>whilst hired or seconded from any other party (including an agency providing personnel).</li> </ul> <p>that you have the right at all times to govern, control and direct in the performance of their work.</p>
<b>Employee dishonesty</b>	<p>The unlawful taking of <b>property</b> or <b>money</b> by an <b>employee</b> while working for you in connection with the <b>business</b> (whether acting alone or in collusion with others) with the intent to:</p> <ol style="list-style-type: none"> <li>cause <b>loss</b> to you; or,</li> <li>benefit any person or organisation other than you.</li> </ol>
<b>Endorsement</b>	A written change or addition we make to your <b>policy</b> , particularly if we have changed the cover to meet your needs or excluded a specific cover we would have normally covered. Any <b>endorsements</b> that apply to your <b>policy</b> will be shown on your policy <b>schedule</b> , unless we send you the endorsement separately

Word	Meaning
<b>Event or events</b>	One incident or all incidents of a series consequent on, or attributable to, one source or original cause.
<b>Excess or excesses</b>	The first amount of each and every claim that shall be paid by you, before the application of any limits by the <b>policy</b> .
<b>Expendable items</b>	<ul style="list-style-type: none"> <li>• Electrical and electronic glass bulbs, tubes, x-ray tubes, contacts, fuses and heating elements; and,</li> <li>• Tracks, rails, wear plates, cutting edges, tools, dies, engraved cylinders, moulds, patterns, shear pins, filters, chains, belts, tyres, tracks or conveyor belts and any other part or parts which require periodic replacement.</li> </ul>
<b>Flood</b>	The inundation of normally dry land by water escaping or released from the normal confines of any natural water course or lake, whether or not altered or modified, or of any reservoir canal or dam.
<b>Glass</b>	<p>Glass (including plastic material used as glass) which belongs to you, or for which you are legally responsible and including:</p> <ul style="list-style-type: none"> <li>• external glass;</li> <li>• internal glass and vitreous china or ceramic; and,</li> <li>• toilet pans, cisterns and wash basins;</li> </ul> <p>but excluding:</p> <ul style="list-style-type: none"> <li>• <b>signs</b>;</li> <li>• <b>expendable items</b>;</li> <li>• <b>stock in trade</b> or merchandise;</li> <li>• ornaments, antiques or portable glass objects;</li> <li>• chipped or cracked or imperfect glass, or glass in poor condition;</li> <li>• glass in electronic and/or printing equipment; and,</li> <li>• glass in any glass house, conservatory, radio, television screen, computer screen, vase, picture, crystal, crockery, china, or glass normally carried by hand.</li> </ul>
<b>Goods</b>	<b>Stock</b> , plant and or machinery that you buy, sell or use in connection with your <b>business</b> .
<b>GST</b>	'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.
<b>Home building</b>	Means a <b>Building</b> which is used or intended to be used principally and primarily as a place of residence. An example of what is considered a <b>home building</b> is where the building is a commercial premise but you also live in the building or you rent part of the building out for residential purposes.
<b>Indemnity period</b>	The period beginning when the <b>loss</b> or <b>damage</b> took place, and ending when the <b>business</b> is no longer affected by the <b>loss</b> or <b>damage</b> , or the period shown in the <b>schedule</b> , whichever is the sooner.
<b>Indemnity value of the building</b>	The value of the <b>building</b> at the time or <b>loss</b> or <b>damage</b> taking into account the age and condition of the <b>building</b> .
<b>Inexperienced driver</b>	A person who is 25 years or over and has not held a drivers licence for the class of vehicle being driven at the time of the <b>event</b> for the past 2 consecutive years.
<b>Insured amount or insured amounts</b>	The relevant amount specified in the <b>schedule</b> .

Word	Meaning
<b>Insured employee</b>	All of your <b>employees</b> , including directors, business partners and managers. We will treat any statement, claim, act or omission by any one of the <b>insured employees</b> and you as a statement, claim, act or omission by all of them.
<b>Investigation</b>	Any official inquiry, investigation, examination or <b>review</b> in respect of a <b>return</b> by any Federal, State or Territory government or statutory authority duly authorised to conduct this form of activity.
<b>Legal costs and expenses</b>	Costs and disbursements reasonably and properly charged or incurred by the <b>appointed solicitor</b> or by any <b>mediator</b> appointed by any <b>ADR</b> body at rates approved by us in writing.
<b>Loss or losses</b>	Sudden and unforeseen physical loss.
<b>Machinery</b>	<p>Any item or component of an item that is owned by you or for which you are legally responsible including electronic and other integral parts which generates, contains, controls, transmits, receives, transforms, or utilises any form or source of energy or power.</p> <p>Machinery includes <b>boilers and pressure plant</b>.</p> <p>Machinery includes <b>air conditioners</b>, when your <b>schedule</b> shows that they are covered.</p> <p><b>Machinery</b> does not include <b>computer equipment</b>, or <b>electronic equipment</b>, coin/card operated machines, lifts and escalators, storage tanks and vats, stationary and mobile pressure vessels containing explosive gases, <b>domestic type hot water systems</b>, mobile plant, ducting, reticulating electrical wiring, water and gas piping and any other <b>machinery</b> not installed or used at the <b>premises</b> unless shown in the <b>schedule</b>.</p>
<b>Manual work</b>	Work primarily involving physical exertion, but does not include activities associated with marketing, promotion, demonstration or selling.
<b>Market value</b>	<p>The amount you would have to pay to buy a <b>vehicle</b> similar to your <b>vehicle</b> immediately before the <b>loss</b> or <b>damage</b>, taking into account its make, model, age, kilometres travelled and condition.</p> <p>To determine the <b>market value</b>, we may refer to an accepted motor vehicle valuation guide used by the motor industry.</p>
<b>Media</b>	Material on which <b>electronic data</b> is recorded or stored such as magnetic tapes, hard disks, cartridges, CDs, DVDs, floppy disks and flash drives.
<b>Mediator</b>	An independent third party who assists in the resolution of a <b>commercial dispute</b> .
<b>Mobile electronic equipment</b>	<b>Electronic equipment</b> which by design and for purpose is portable and moveable.
<b>Money</b>	Cash, bank notes, currency notes, negotiable, cheques, negotiable securities, travellers' cheques, debit and credit card vouchers, discount house vouchers, money orders, postal orders, unused postage stamps, revenue stamps, lottery tickets, stored value cards, public transport boarding tickets, authorised gift vouchers, valuable documents (but limited to certificates of stock, bonds, coupons and all other types of securities) and the contents of franking machines.
<b>Negotiable instrument</b>	A legal document that represents money and that can be legally transferred in title from one person to another.
<b>Non temperature controlled goods</b>	<b>Goods</b> belonging to you which are not <b>temperature controlled goods</b> .
<b>Occurrence</b>	An <b>event</b> , including continuous or repeated exposure to substantially the same general conditions.

Word	Meaning
Office	A room used solely for clerical or administrative duties.
Opponents civil costs	The costs incurred by other parties in civil cases to the extent that you or the <b>insured employee</b> are held liable in court proceedings to pay those costs or otherwise become liable to pay them as the result of filing a notice of discontinuance of the proceedings or under settlement made with the other party with our prior approval.
Other property	Items described in the <b>schedule</b> .
Outstanding accounts receivable	The total amount owed to your <b>business</b> by customers as at the end of the month immediately prior to the date of the <b>damage</b> , adjusted for: <ul style="list-style-type: none"> <li>(a) bad debts;</li> <li>(b) amounts debited (or invoiced but not yet debited) and credited (including credit notes and cash not passed through the books at the time of the <b>damage</b>) to customers' accounts in the period between the date to which the last statement relates, and the time of the <b>damage</b>; and,</li> <li>(c) any abnormal condition of trade which had, or could have had, a material effect on the <b>business</b>.</li> </ul>
Partial loss	When we decide, at our option, to repair your <b>vehicle</b> , replace any part of it or reimburse you for the <b>loss</b> or <b>damage</b> to it. In this case, we will not treat your <b>vehicle</b> as a <b>total loss</b> .
Penalty claim	An <b>event</b> or claim where we consider you to be at fault, or a claim where we are not able to recover the costs of repairing or replacing your <b>vehicle</b> .
Period of insurance	The period of insurance specified on the <b>schedule</b> .
Personal effects	Clothing and personal belongings normally worn or carried but excluding personal computers, nonfixed GPS units, musical instruments, curios, works of art, <b>money</b> or credit cards.
Personal injury	Death, bodily injury, sickness, disease, disability, shock, fright, mental injury, mental anguish, or loss of consortium resulting from any of them; or the effects of: <ul style="list-style-type: none"> <li>• false arrest, false imprisonment, wrongful eviction, wrongful detention, and humiliation;</li> <li>• libel, slander, defamation of character or invasion of the right of privacy; or,</li> <li>• assault and battery not committed by, or at the direction of, you unless committed for the purpose of preventing or eliminating danger to persons or property.</li> </ul>
Policy	Your insurance contract. It consists of this <b>PDS</b> and Policy Wording, any <b>endorsements</b> and your <b>schedule</b> . It also includes any <b>Supplementary PDS</b> we may send you.
Premises	The premises specified in the <b>schedule</b> .
Pressure pipe systems	In respect of <b>boilers and pressure plant</b> any pressure pipe systems with valves, fittings, traps and separators which contain steam condensate, gas or fluids under pressure (other than atmospheric pressure) and which is generated in whole or in part within the machinery specified in the <b>schedule</b> , including any feed water piping between such boiler and its feed pump or injector, but not including any such pipe systems which form part of any other vessel or apparatus. In respect of refrigeration and air-conditioning machinery specified in the <b>schedule</b> the interconnecting coils and pipework containing transfer media.

Word	Meaning
<b>Product or products</b>	Anything (after it has ceased to be in your possession or control) including its packaging or container which is manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied, or distributed in or from Australia or its external territories by you in the normal course of the <b>business</b> , and also including design formula or specification, directions, markings, instructions or warnings given or omitted to be given by you in connection with such <b>products</b> .
<b>Product Disclosure Statement (PDS)</b>	PDS is the name of this document and it contains the terms of your insurance cover. It tells you what cover we provide, details of costs and <b>excesses</b> and other important information. It should be read together with your <b>schedule</b> , any <b>endorsements</b> and any <b>Supplementary PDS</b> that we may give you.
<b>Professional fees</b>	Reasonable and necessary fees, costs and disbursements incurred in connection with an <b>audit</b> that would be payable by you to your <b>professional adviser</b> for work undertaken in connection with an <b>audit</b> , but does not mean or include fees, costs and disbursements which: <ul style="list-style-type: none"> <li>(a) form part of an annual or fixed fee or cost arrangement;</li> <li>(b) relate to any subsequent objection or appeal or request for review in respect of the <b>audit</b>, or any assessment, amended assessment or <b>concluded decision</b> of the <b>auditor</b>; or,</li> <li>(c) relate to or are associated with the preparation of any accounts, financial statements and/or documents or to any attendance or service which would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any <b>return</b> and/or document was required to be lodged.</li> </ul>
<b>Property</b>	<b>Buildings, contents, stock, capital additions</b> and any other items specified in the <b>schedule</b> , owned by you or for which you are legally responsible, but excluding: <ul style="list-style-type: none"> <li>(a) <b>money</b>;</li> <li>(b) explosives;</li> <li>(c) aircraft and <b>watercraft</b> of every kind and description; or</li> <li>(d) registered motor vehicles and trailers unless these items are specified in the <b>schedule</b>.</li> </ul>
<b>Reasonable repair costs</b>	If you choose your own <b>vehicle</b> repairer, we will pay the amount we consider to be reasonable repair costs taking into account: <ul style="list-style-type: none"> <li>• your repairer's quote with any adjustment or reduction recommended by an experienced motor vehicle assessor we appoint, and,</li> <li>• a quote we may choose to obtain from one of our <b>recommended repairers</b>.</li> </ul>
<b>Recommended repairer</b>	A repairer who has been appointed by us as a <b>recommended repairer</b> because we have assessed the repairer as capable of meeting our strict standards of quality workmanship, timeliness, efficiency and cost effectiveness.
<b>Record keeping audit</b>	Any enquiry or investigation by the Australian Taxation Office which is aimed at determining the extent of your compliance with the record keeping requirements of relevant taxation legislation.
<b>Replacement vehicle</b>	A vehicle which you have bought to replace your <b>vehicle</b> which you have sold.
<b>Return</b>	Any return legally required to be, and is actually lodged with, an Australian Commonwealth, Federal or State government or government authority or agency by you or on your behalf.

Word	Meaning
<b>Revenue</b>	The money paid or payable to you for goods sold, work done and services rendered in the course of your <b>business</b> at the <b>premises</b> and is calculated on the basis specified under the heading 'What we will pay for a reduction in revenue and increased costs of working' specified on page 52. If you are a property owner, "Revenue" also includes rental income, being income received by you from tenants covering all or part of your premises and includes outgoings paid by tenants under a written rental or lease agreement .
<b>Reviewable decision</b>	Has the same meaning as that in Section 10 of the Superannuation Industry Supervision Act 1993 (SIS).
<b>Road</b>	Any surveyed or unsurveyed land dedicated to public use, according to law, as a road (including a footpath or median strip). It also includes a toll road or a bridge which is open to the public and used as a road.
<b>Safe or strongroom</b>	A container or structure which has been specifically designed for the safe storage of <b>money</b> or valuables and is designed to protect the contents against fire and to resist unauthorised opening by hand-held or power operated tools, but excluding any <b>ATM</b> .
<b>Schedule</b>	The schedule attached to and forming part of the <b>policy</b> , or if the <b>policy</b> has been renewed the schedule issued with the renewal notice.
<b>Seasonal increase period or Seasonal increase periods</b>	<p>Any period of time during the period of insurance that has turnover at least 30% higher than the average turnover, sales or level of stock compared to other times during the <b>period of insurance</b>.</p> <p>The total number of days we will allow as seasonal increase periods is 120 days in total during any one <b>period of insurance</b>. You do not have to tell us what the dates of the periods are, but if you claim under a policy section which has the Seasonal Increase cover, then your financial records over at least the previous 2 years must substantiate the period as a seasonal increase period. If the <b>business</b> is less than 2 years, we will use the financial records of your <b>business</b> from the date of commencement until the date of the <b>loss</b> or <b>damage</b> to substantiate your claim.</p>
<b>Self managed superannuation fund</b>	<p>Any self-managed superannuation fund which meets the definition contained in the Superannuation Industry (Supervision) Act 1993 (SIS) namely:</p> <ul style="list-style-type: none"> <li>• fewer than 5 members;</li> <li>• each individual trustee (or director if a corporate trustee) is a member;</li> <li>• each member is a trustee (or director if a corporate trustee);</li> <li>• no member is an employee of another member (unless they are relatives); and,</li> <li>• trustees do not receive remuneration for their services.</li> </ul>
<b>Signs</b>	Advertising or identification signs made out of glass or electrically illuminated permanently fixed to the <b>building</b> or contained within the <b>premises</b> .
<b>Specified accessory or specified accessories</b>	<p>Equipment (including auxiliary equipment attached to earthmoving, lifting or maintenance vehicles) and optional extras that:</p> <ul style="list-style-type: none"> <li>• are not supplied by the manufacturer as original equipment;</li> <li>• you tell us about;</li> <li>• are listed in the <b>schedule</b>; and,</li> <li>• are in or on a vehicle listed in the <b>schedule</b>.</li> </ul>
<b>Specified item or specified items</b>	An item owned by you that is shown and specified in the <b>schedule</b> .

Word	Meaning
<b>Standard revenue</b>	The <b>revenue</b> for that period which corresponds to the <b>indemnity period</b> , in the 12 months before the <b>loss</b> or <b>damage</b> occurred.
<b>Stock</b>	<b>Stock in trade</b> and <b>cigarettes and liquor</b>
<b>Stock in trade</b>	Merchandise and <b>customers' goods</b> for which you are legally responsible including the value of the work done and any containers or packaging materials used in connection with the <b>business</b> , but excluding <b>cigarettes and liquor</b> , and bullion.
<b>Stock transfer or stock transfers</b>	Transfer of <b>goods</b> between your <b>premises</b> .
<b>Substitute vehicle</b>	A vehicle which does not belong to you and which you, your spouse, de facto partner or an <b>employee</b> are using while your <b>vehicle</b> is not in use because your <b>vehicle</b> is unroadworthy or undergoing repair but does not include a hire vehicle.
<b>Supplementary PDS (SPDS)</b>	A document that updates or adds to the information in the <b>PDS</b> and that is called a Supplementary Product Disclosure Statement.
<b>Temperature controlled goods</b>	<b>Goods</b> belonging to you that require a controlled temperature environment for transit.
<b>Territorial limits</b>	<ul style="list-style-type: none"> <li>• Australia including its external territories</li> <li>• Anywhere else in the world except North America or states or territories incorporated in or administered by any country in North America.</li> </ul>
<b>Total loss</b>	When your <b>vehicle</b> is stolen and not recovered, or is damaged so badly it would cost more to repair than the <b>value of your vehicle</b> .
<b>Trade samples</b>	Samples of your <b>goods</b> carried for the purpose of demonstration.
<b>Transit</b>	<p>The transportation of <b>goods</b> by a <b>conveyance</b> within Australia. <b>Transit</b> includes:</p> <ul style="list-style-type: none"> <li>• any period where the <b>goods</b> are "shut out" from the <b>conveyance</b> or intended destination;</li> <li>• for <b>Non Temperature Controlled Goods</b> while in any packer's or unpacker's premises for a period of up to three months for the purpose of packing or unpacking.</li> </ul> <p><b>Transit</b> does not include any period of storage other than in the ordinary course of <b>transit</b>.</p> <p>Each insured <b>transit</b> commences in respect of each item of <b>goods</b> when the item is first moved for the purpose of loading on to the <b>conveyance</b> for transit to a destination outside the <b>premises</b>.</p> <p>For <b>Non Temperature Controlled Goods</b>, the <b>transit</b> terminates when each item of <b>goods</b> are:</p> <ul style="list-style-type: none"> <li>• delivered to the intended destination either in the receiver's premises or such other place as the receiver may instruct, or</li> <li>• seventy two hours after unloading from the final conveying vehicle,</li> </ul> <p>whichever occurs first.</p> <p>For <b>Temperature Controlled Goods</b>, the <b>transit</b> terminates when each item of <b>goods</b> is delivered to the intended destination either in the receiver's premises or such other place as the receiver may instruct, whichever occurs first.</p>
<b>UNEP</b>	Montreal Protocol with respect to substances which deplete the ozone layer.

Word	Meaning
Unspecified items or unspecified items	Portable or valuable items that you usually carry around with you for use in the course of your <b>business</b> such as tools of trade, office equipment, <b>trade samples</b> and scientific equipment owned by you or for which you are legally responsible and which are items in a category listed in the <b>schedule</b> .
Value of your vehicle	The <b>market value</b> or <b>agreed value</b> , whichever is shown in your <b>schedule</b> .
Vehicle or vehicles	The vehicle(s) described on your <b>schedule</b> . The following accessories will also be insured if they are attached to or in or on your <b>vehicle</b> : baby capsule/car seats – bicycle carriers - binders – bonnet protector – built in refrigerators – built in televisions – bull bar – caravan annexe – cargo barrier – CB and/or 2 way radio – chains – cruise control – dash mats – decorative wheel trims – driving lights – fire extinguishers – fixed GPS units – floor mats – gates – headlamp guards – motor cycle helmets, gloves, or associated riding clothes up to a total of \$500 (if we pay a claim covering your motorcycle) – mud flaps – paint protection – panel/rust protection – pinstriping/ decals – protective mouldings – rear louve sunshade – registration plate covers – ring feeder – seat covers – side steps for a 4WD – sleeping box – sound systems (fitted as standard by manufacturer) – spare wheel cover – steering locks – tarpaulins – tools supplied as standard by the vehicle manufacturer or similar replacements – tow bars –weather shield – winch. It also includes other vehicle accessories or modifications if we have agreed to insure them as part of your <b>vehicle</b> and they are shown on your policy <b>schedule</b> .
Watercraft	Any thing made or intended to float or travel on or through water other than model boats.







**We're here to help you  
24 hours a day  
7 days a week**

**13 22 44**

**[aami.com.au](http://aami.com.au)**

Customer Comment Line: 1300 360 361  
Australian Associated Motor Insurers Limited  
AFS Licence Number 238173  
ABN 92 004 791 744 ©AAMI®

**AAMI**

