



# Smart Choice Insurance

Product Disclosure Statement  
and policy wording

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# Product Disclosure Statement (PDS)

We are required to give You a Product Disclosure Statement (PDS) if You are insuring a home building under policy Sections 1, 3 or 5.

This PDS and policy wording has 3 parts, Part A, Part B and Part C:

- Part A contains important information about Your rights and responsibilities, the General Insurance Code of practice and how to contact us if You have a question or complaint. Part A applies to all policy sections & should be read by all persons who take out this policy.
- Part B contains information that only applies to persons insuring a home building.
- Part C contains Your Smart Choice insurance policy wording. It applies to all persons who take out this Policy.

To understand the full terms & conditions of Your Policy you must read part A and Part C. If you are insuring a home building You should also read Part B.

# Part A: Your rights and responsibilities

**This section applies to all Sections described in Part C of Your PDS. All policyholders need to read this Part A.**

When You buy insurance from Us, You are responsible for keeping Your details up to date with Us and providing correct information to Us.

## Your Duty of Disclosure

You must comply with Your Duty of Disclosure when You apply for insurance with Us and each time You renew or alter Your cover.

You have a Duty of Disclosure to tell Us everything You know or should know, that is relevant to our decision to insure anyone under the policy, including You, and on what terms.

It includes matters We specifically ask about when You apply for a policy, or renew or alter Your Policy, and any other matters which might affect whether We insure You and on what terms.

The information You tell Us can affect:

- the amount of Your premium and Your excess
- if We will insure You
- if special conditions will apply to Your Policy.

You do not need to tell Us of anything which:

- reduces the chances of You making a claim or
- We should know about because of the business We are in or
- We tell You We do not want to know.

If You are unsure it is better to tell Us. If You do not tell Us something which You know or should know is relevant, We might reduce a claim, refuse to pay a claim, cancel Your Policy or, if fraud is involved We can treat the Policy as if it had never existed.

## Cooling off period

You have 21 days to consider the information in Your Policy. This is the cooling off period. If You wish, and provided You have not made a claim, You can cancel Your insurance within 21 days from the day cover began. We will refund in full any money You have paid.

## Not meeting your responsibilities

If You do not meet with Your responsibilities outlined in Your Smart Choice insurance policy, or if You do not tell Us everything relevant to Our decision whether or not to insure You, or if you mislead Us, We can refuse to pay a claim or reduce the amount We pay or cancel Your Policy.

If fraud is involved, We can treat Your Policy as if it never existed.

## The amount of your premium

If You decide to buy Smart Choice insurance from Us, the price will include Stamp Duty, Goods and Services Tax (GST) and Fire Services Levy (FSL) if applicable. These will be included in the amount payable which is shown on Your Certificate of Insurance.

We might advertise special offers and benefits from time to time. If we have a special offer available that is not in this PDS, we can give You a separate terms and conditions brochure about the offer if You ask us. The offers might be short-term and we can withdraw them at any time.

## Paying your premiums

We will tell You how much You have to pay and how much time You have for payment. You must pay the premium by the due date to get this insurance cover.

If You do not pay the premium and other charges in full, We will reduce the Period of Insurance so it is in line with the amount You paid.

## Cancellations

You can cancel Your policy at any time. The cancellation takes effect on the date We receive Your request.

We can cancel Your policy at any time according to law. If You make a yearly payment, We can cancel Your cover if You do not pay the premium by the due date.

If You cancel Your Policy We will refund the proportion of Your premium for the unused Period of Insurance less a maximum \$30 per premium class to a maximum \$70 per policy during any one Period of Insurance and any non-refundable government charges.

If We pay out a claim for the full sum insured on Your building, that cover stops. Any policy section, Extra Benefit or Optional Benefit for that cover also stops. In that circumstance We do not refund any premium for an unexpired period of insurance.

## Excess

This is the amount You have to pay if You suffer loss, damage or liability which leads to a claim under Your Policy.

The amount and type of excess that applies to Your Policy is shown on Your Certificate of Insurance.

If You claim under more than one Section of Your Policy, then You only pay the largest excess shown on Your Certificate of Insurance.

## Fraudulent claims

If You or anyone acting on Your behalf or with Your knowledge, make a claim that is false or causes loss or damage deliberately, We may do one or more of the following:

- refuse to pay a claim
- cancel Your Policy
- take legal action against You.

## Other information

### **GST and your sum insured**

If You make a claim under this Policy, any payment or supply We make to You in respect of the acquisition of goods, services or other supply (or monetary compensation in lieu thereof) or otherwise in relation to Your claim will be calculated on the GST inclusive cost of Your claim.

In calculating such payment, We are entitled to reduce it by any ITC which You are, or would be entitled to:

- (a) for the acquisition of such goods, services or other supply; or
- (b) had the compensation been used to acquire such goods, services or other supply.

If You make a claim and We are obliged by law to withhold any amount from the payment in order to satisfy that law (for example, because You have not provided Your ABN where required to do so), the amount withheld will be treated as forming part of the claim payment paid to You under this Policy (even though You have not received the withheld amount).

The sums insured, limits and/or sublimits of liability or any other monetary limitations are inclusive of any taxes, levies, duties or charges that the payment would be affected by or subject to.

### **Questions and complaints**

If you have a complaint concerning this product or our services, please tell the people who provided your initial service. Or you can:

- phone us on 1800 689 762 (FREE CALL)
- fax us on 1300 767 337
- write to us at Reply Paid 1453 Customer Relations Unit RE058, GPO Box 1453 BRISBANE QLD 4001 or
- email us on [customer.relations@suncorp.com.au](mailto:customer.relations@suncorp.com.au)

We will try to settle your complaint within 1 working day. If we can't, we will tell you within 3 working days that we have received your complaint and try to settle it within 21 days. For more information on our complaints handling process, please contact us.

If you are dissatisfied with our decision or the way we handled your complaint, please let us know.

Otherwise, you can contact the Financial Ombudsman Service. You need to do this within 3 months of receiving our final decision. You can contact the Financial Ombudsman Service by:

- phoning 1300 78 08 08 for the cost of a local call
- writing to PO Box 3, Melbourne Victoria 3001
- faxing (03) 9613 6399
- emailing [info@fos.org.au](mailto:info@fos.org.au) or
- visiting [www.fos.org.au](http://www.fos.org.au)

The Financial Ombudsman Service provides a free service and is a totally independent and impartial body. They will tell you if they can help you, as their services are not available to all customers. If you want more information on the Financial Ombudsman Service, please ask us for a brochure.

### **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 by phoning (02) 9253 5100.

# Part B: Information for when You are insuring a home building

This part of your PDS only applies to some policyholders and only these policyholders need to read it. It only applies when You have insured a home building, under one (or some) of the following Sections described in Part C of your PDS:

- Fire and Defined Events/Accidental Damage (Section 1)
- Burglary/Theft of Property other than Money (Section 3)
- Glass (Section 5)

Home building means a building which is used principally and primarily as a place of residence.

An example of what is considered a home building, is where the building is a commercial premises, but You may also live in the building, or You rent part of the building for residential use.

**If the building is only used by You for residential purposes, it cannot be insured under our Smart Choice insurance policy.**

## Information about the cost of the insurance for Your home building.

If you are insuring a home building we are required to provide you with information about the costs, fees and charges that You might have to pay for this insurance.

## How we calculate premiums

We calculate the total premium to be collected from policyholders by considering:

- The total cost of current and future claims; and
- Our business expenses, including administration and profit margins.

The premium paid by you for insurance for a home building under Section 1, 3 and 5 is calculated using a wider range of factors called rating factors.

These are outlined below:

- For the Fire and Defined Events/Accidental Damage Section, the amount You pay depends on many factors, with some of the main ones being the occupation or type of business carried on in Your building, Your building sum insured, the location and the construction of the property.
- For the Burglary/Theft of Property (other than Money) Section, the amount You pay depends on Your sum insured, the location and security measures.
- For the Glass policy section, the amount You pay depends on whether You are insuring external and/or internal glass.

Please contact Us (see the outside back cover) to get a quote based on Your individual circumstances and the cover You want.

## Why cost of insurance can change

Each time You renew Your insurance Your premium is likely to change, even if Your circumstances have not changed. This is because premiums are affected by:

- The total cost of current and future claims; and
- The cost of claims We expect to pay in the future
- Any changes in government taxes or charges
- Our expenses of doing business.

We may “cap” the amount of any increase on renewal. This means We pass only part of the increase on to You.

## Premium discounts

At times, We may offer premium discounts to particular customers – for example, those who take out insurance within a specified period, or people who have multiple policies with Us.

The amount and type of discounts can change over time. We can vary or withdraw a discount at any time. Changes will not affect the premium for an existing policy during its current period of insurance.

For details of any discounts that may be available and the dollar difference these would make to your premium, please ask us when you obtain a quote or before renewing your policy.

## Other costs, fees and charges

The costs, fees and charges that You might have to pay for Your Smart Choice insurance policy are listed in the table below.

Type of cost, fee or charge	Details
Excess	The amount which is payable by You if You make a claim. The amount of excess for each Section of Your Policy will be shown on Your Certificate of Insurance.
Non-refundable premium	If you cancel Your Policy We will refund the proportion of Your premium for the unused period of insurance less a maximum \$30 per premium class to a maximum \$70 per policy during any one period of insurance and any non-refundable government charges.

## Types of cover You can choose to insure Your home building

You need to decide which Sections and covers under Part C, suit Your needs for loss or damage to Your home building that is used principally and primarily as a place of residence. The information below summarises the cover available under Sections 1, 3 and 5 for the insurance of Your building. For full details of the cover, options, conditions, limitations and exclusions that apply to the insurance of Your home building, please refer to the cover provided by Part C of this PDS.

### Section 1: Fire and Defined Events/Accidental Damage

This Section insures You for loss or damage to the building, arising from a defined event during Your Period of Insurance. If You lease out Your building, Your landlord's fixtures and fittings, including floor coverings are insured as part of Your building.

#### Defined events

Defined events include happenings such as fire, lightning, storm, impact and malicious damage. Please refer to Part C, pages 24 to 27, for details of what is covered and what is not covered under each defined event. Defined events are numbered 1 to 8 for easy reference.

#### Extra benefits

When You insure Your building under this policy section, and We accept a claim for loss or damage to Your building, We will provide certain Extra benefits. Extra benefits are numbered 1 to 13 for easy reference, with Extra benefits 1, 2, 4, 5, 6, 8, 11 and 12 applying when You insure the building.

You do not have to pay extra premium for these Extra benefits. Please refer to Part C, pages 30 to 34, for details of the Extra benefits available and what We will pay.

#### Optional benefits

Optional benefits do not apply automatically and You must pay an extra premium if You select them. By choosing to have Optional benefits, You can increase the amount of cover that is provided under some of the Extra benefits.

Optional benefits are numbered 1 to 7 for easy reference, with Optional benefits, 1, 2, 4 and 5 available for You to choose from if You insure the building. Please refer to Part C, pages 34 to 35, for details of the Optional benefits available and what We will pay.

#### Conditions and exclusions

Depending on the circumstances, You may have to comply with certain conditions, there may be limitations on the amount We will pay or there may be no cover under Your Smart Choice insurance policy. Please refer to Part C, pages 36 to 38, for details of the conditions, limitations and exclusions that apply to the Fire and Defined Events/ Accidental Damage Section.

In addition, there are General Exclusions and General Conditions that apply to all Sections in the Smart Choice insurance policy. Please refer to Part C, pages 13 to 20 for details.

## Section: 3 Burglary/Theft (of Property other than Money)

This Section may insure You for damage to the building You rent, for which You are legally liable, if the building is damaged as a result of a burglary during Your Period of Insurance.

If You are legally liable for damage to the building You rent, You may wish to insure for an amount under Item 4: Damage to Tenanted Premises – Additional.

If You select this item, it will be shown on Your Certificate of Insurance. Please refer to Part C, page 56, for full details.

Please refer to the description under Insurance, on page 56, for an explanation of what burglary means.

### Extra benefits

Extra benefits are numbered 1 to 10 for easy reference, with only Extra benefits 3, 7 and 8 applying when Item 4: Damage to Tenanted Premises – Additional, is shown on Your Certificate of Insurance.

Please refer to Part C, pages 57 to 59, for details of the Extra benefits available and what We will pay.

### Warranties, exclusions and conditions

In certain circumstances, You may have to comply with certain warranties, conditions, or there may be limitations on the amount We will pay or there may be no cover provided. Please refer to Part C, pages 60 to 61, for details of the warranties, exclusions and conditions that apply to the Burglary/Theft (of Property other than Money) Section.

In addition, there are General Exclusions and General Conditions that apply to all Sections in the Smart Choice insurance policy. Please refer to Part C, pages 13 to 20, for details.

## Section 5: Glass

This Section insures You for breakage of external and/or internal glass which forms part of Your building during Your Period of Insurance.

Please refer to the Definitions on page 67, for an explanation of what glass means.

### Extra benefits

When You select this Section, and We accept a claim for loss or damage to Your building, We will provide the Incidental Costs Extra benefit. There is no extra premium payable for this Extra benefit.

Please refer to Part C, page 68, for details of the Extra benefit available and what We will pay.

### Optional benefits

Optional benefits are available if You want a higher amount of cover than what is provided under Extra benefit 2: Incidental Costs, or if You want insurance for glass, plastic or perspex illuminated signs.

If You select these optional benefits, they will be shown on Your Certificate of Insurance. You must pay an extra premium if You want these Optional benefits. Please refer to Part C, page 68 and 69, for full details.

### Exclusions and conditions

In certain circumstances there may be no cover provided, or You may have to comply with certain conditions. Please refer to Your Smart Choice insurance policy, page 69, for details of the exclusions and conditions that apply to the Glass Section.

In addition, there are General Exclusions and General Conditions that apply to all Sections in the Smart Choice insurance policy. Please refer to Part C, pages 13 to 20 for details.

# Part C: Your Smart Choice insurance policy

## Introduction

Part C contains the standard policy wording for the following covers:

- Fire and Defined Events/Accidental Damage
- Business Interruption
  - Part A – Annual Revenue Basis
  - Part B – Weekly Revenue Basis
  - Part C – Critical Income Plus
- Burglary/Theft (of Property Other than Money)
- Money
- Glass
- Broadform Liability
- Equipment Breakdown
- Electronic Equipment
  - Cover A – Maxicover
  - Cover D – Breakdown Cover
- Transit
- Portable Property – Anywhere in Australia

Your Certificate of Insurance indicates which of these covers apply to You.

Your Certificate of Insurance will also include any change to the standard policy wording.

## General Definitions

A word or expression which is defined in a Section will have that definition wherever it appears in or is read in conjunction with that Section. When the words or expressions below have not been defined in Sections, they will have the following meanings:

**Business** – the Business as stated in the Certificate of Insurance.

**Certificate of Insurance** – the current Certificate of Insurance issued by Us which forms part of Your Policy and shows:

- (a) the policy number, the Sections which apply to You, the Period of Insurance and the details of Your insurance;
- (b) that We are prepared to either accept, alter or renew this insurance; and
- (c) any change to the standard policy wording contained in this booklet.

The term also includes a reference to an Interim Cover Certificate, being a certificate issued by Us to provide You with temporary insurance.

**Excess** – the amount of any claim that You must contribute as the first payment. It is specified in the Certificate of Insurance or elsewhere in Your Policy.

It applies after any adjustment for wear and tear, depreciation or Co-Insurance. Where more than one claim arises out of the same event or occurrence, only the highest applicable Excess will apply.

Standard or voluntary Excess applies to all claims. If more than one Excess applies to a claim, only the highest Excess will apply.

**Flood** – water that has escaped from the normal confines of any natural or artificial watercourse, lake, lagoon, reservoir, canal or dam. It also includes water discharged from sewerage or waste water systems due to pressure induced by flood water.

**Home Building** – a building which is used or intended to be used, principally and primarily as a place of residence.

**Insured Property** – the property insured under the applicable Section of Your Policy and described for the purpose of that Section in the Certificate of Insurance.

**Period of Insurance** – the period of time stated in the Certificate of Insurance. This is the period during which this insurance is in force.

**Personal Injury** means

- (a) bodily injury, death, sickness, disease, disability, shock, fright, mental anguish, mental injury or loss of consortium;
- (b) false arrest, false imprisonment, wrongful eviction, wrongful detention or malicious prosecution;
- (c) libel, slander, defamation of character or invasion of right of privacy;
- (d) assault and battery not committed by You or at Your direction unless committed for the purpose of preventing or eliminating danger to persons or property.

**Premium Statement** – the current Premium Statement issued by Us which shows the amount payable by You and the due date for payment.

**Section** – each type of cover contained in Part C of this booklet, as set out in the Introduction. The Sections which apply to You are shown in the Certificate of Insurance.

**Situation** – the location of the Insured Property shown in the Certificate of Insurance.

**Statute** – an Act or enactment of the Commonwealth of Australia, a state or territory, or a local authority. The term also includes any statutory instrument made under, or pursuant to, a power conferred by an Act or enactment, including a regulation, order in council, rule, by-law, ordinance, proclamation, and notification, standard or guideline of a public nature.

**Terrorism** – an act, including the use of force or violence (or threat of force or violence) by any person or group of people acting alone, or on behalf of or in connection with any organisation or government that is done for political, religious, ideological or ethnic reasons with the intention to influence any government or put the public or any section of the public in fear.

**We, Us, Our** – Suncorp Metway Insurance Limited ABN 83 075 695 966.

**You, Your, Yours** – the person named as the Insured in the Certificate of Insurance.

**Your Policy** – consists of this booklet, together with the Certificate of Insurance and any other conditions, exclusions and endorsements agreed to by You and Us in writing. The expression also includes the proposal and other statements made by You or on Your behalf in applying for this insurance. Each of these are to be considered together.

# General Exclusions

The General Exclusions apply to all Sections of Your Policy.

We will not be liable for:

## 1. Fines or Penalties

finances, penalties, liquidated damages, punitive, aggravated or exemplary damages, however imposed.

## 2. Nuclear

loss, destruction, damage, Personal Injury or liability, directly or indirectly caused by, or arising from, or in consequence of, or contributed to by:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this General Exclusion only, combustion shall include any self-sustaining process of nuclear fission and or fusion; or
- (b) nuclear weapons material

## 3. War and Confiscation

loss, destruction, damage, Personal Injury, or liability, directly or indirectly caused by or arising from, or in consequence of, or contributed to by:

- (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- (b) expropriation including lawful seizure, resumption, confiscation, nationalisation, destruction or damage to property by or under the order of any Government or public or local authority; or
- (c) looting, sacking or pillaging following any of the events stated in (a) or (b) above.

## 4. Terrorism

loss, destruction, damage, Personal Injury or liability, directly or indirectly caused by, or arising from, or in consequence of, or contributed to by:

- (a) Terrorism; or
- (b) Any action in controlling, preventing, suppressing, retaliating against, or responding to Terrorism.

However, this exclusion does not apply to sections 3, 4, 5 and 10.

## 5. Electronic Data (CYBER) Exclusion

(Applicable to Sections 1, 8 and 10 but only where one or more of these Sections are shown as insured in Your Certificate of Insurance).

- (a) We will not be liable for:
  - (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.

**Electronic Data** *means*

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

(b) However, in the event that a peril listed below in paragraph (c) (being a peril or event insured by Your Policy but for this exclusion) is caused by any of the matters described in the above paragraph (a), Your Policy (subject to all its terms, conditions, provisions, exclusions and endorsements) will insure:

- (i) physical loss of or damage or destruction to Insured Property directly caused by such listed peril, and/or
- (ii) consequential loss insured by Your Policy.

(c) Further, this exclusion does not apply in the event that a peril listed below (being a peril or event insured by Your Policy but for this exclusion) causes any of the matters described in the above paragraph (a):

- (i) Aircraft, Earthquake, Explosion, Fire, Impact, Lightning or Thunderbolt, Storm and/or Tempest, Water or Other Liquid, or
- (ii) Theft of Electronic Data (where Section 8 Electronic Equipment or Section 10 Portable Property is shown as insured in Your Certificate of Insurance) but solely where such Theft is accompanied by Theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such Electronic Data.

PROVIDED that General Exclusions 2 (b) shall override anything contained in this endorsement.

**Electronic Data Exclusion** (Applicable to Section 6 but only where this Section is shown as insured in Your Certificate of Insurance).

We will not be liable for claims in respect of:

- (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.

**Electronic Data** *means*

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

PROVIDED that General Exclusions 2 (b) shall override anything contained in this endorsement.

# General Conditions

The General Conditions apply to all Sections of Your Policy, except as otherwise stated.

## 1. Change of Interest

This General Condition does not apply to Section 6 – Broadform Liability.

Where:

- (a) Your interest (or if more than one of You, the interest of one or more of You) in the Business ceases or changes in any way (except by death); or
- (b) (i) You (being a corporation) are deregistered, placed into liquidation or administration, or a controller, provisional liquidator, liquidator, receiver or an official manager is appointed to You;
- (ii) You (not being a corporation) are made bankrupt;
- (iii) (whether You are a corporation or not) a receiver or an administrator of the Business is appointed, or You enter into any composition or arrangement with the creditors of the Business; or
- (iv) the Business is wound up or is permanently discontinued,

You must notify Us in writing immediately.

We may then cancel Your Policy or agree to those changes and endorse Your Policy accordingly on the payment of any additional premium.

## 2. Claims – Procedure

Should an event or occurrence happen which might reasonably be expected to give rise to a claim under Your Policy, You or any person on Your behalf must:

- (a) notify Us immediately;
- (b) neither authorise nor make any alteration, repair or replacement of any property or operation until We have had the opportunity to inspect it, unless the alteration, repair or replacement is necessary to prevent or minimise any loss or destruction of or damage to property, or injury to person;
- (c) take all reasonable precautions to prevent or minimise further loss or damage;
- (d) give Us full details of the circumstances of the event or occurrence in writing on the appropriate claim form as soon as possible, and provide at Your expense, all proofs and information concerning the loss, destruction, damage, Personal Injury or liability the subject matter of the claim;
- (e) salvage and preserve any damaged property, products, plant or other items and, if requested by Us to do so, make them available for inspection by Our representative within a reasonable time;
- (f) notify the police immediately on the discovery of any malicious damage, theft or attempted theft;
- (g) make no admission, offer, promise or payment to any person without Our written consent;
- (h) give Us immediate notice of any notice of claim, demand or legal proceeding or of any impending prosecution, inquest, inquiry or civil proceeding in connection with the event or occurrence; and
- (i) pay the Excess to Us when requested by Us.

### 3. Claims – Our Rights

Should an event or occurrence happen in respect of which a claim is or may be made under Your Policy, We may:

#### Loss or Damage to Insured Property

- (a) where the claim relates to or arises out of damage to or destruction of Insured Property:
  - (i) take all reasonable steps necessary or incidental to the investigation and assessment of the claim, including (but not limited to):
    - (A) entering the premises or site where the damage or destruction has occurred;
    - (B) having delivered to Us or Our representative any of the Insured Property (including, but not limited to, the Insured Property damaged or destroyed);
    - (C) taking or keeping possession of any of the Insured Property (including, but not limited to, the Insured Property damaged or destroyed); and
    - (D) dealing with any of the Insured Property (including, but not limited to, the Insured Property damaged or destroyed) in any reasonable manner and for all reasonable purposes, including the conducting of examinations or tests on such property;
  - (ii) regard the preceding paragraph (a)(i) as evidence of Your permission to Us to adopt any or all of the options available under that paragraph before or after actual payment, repair, replacement or other indemnification under Your Policy:
    - (A) without incurring any liability to You; and
    - (B) without any admission of liability by Us to indemnify You under Your Policy; and
  - (iii) once We have agreed to make actual payment or agreed to repair or replace the damaged Insured Property or otherwise indemnify You in respect of the damage or destruction, sell or otherwise deal with any Insured Property which has been destroyed or damaged beyond economical repair on such terms and conditions as We at Our discretion may determine, PROVIDED nothing in this paragraph (a) entitles You to abandon any property to Us, whether We have taken possession of such property or not;

#### Legal Liability

- (b) where the claim is in respect of Your actual or alleged legal liability:
  - (i) take over and conduct in Your name the defence and settlement of any claim, whether legal proceedings have been instituted against You or not, and even if such claim is groundless, false or fraudulent;
  - (ii) prosecute in Your name and for Our benefit, and have full discretion in the conduct of, any claim or proceeding (including the settlement of any such claim or proceeding); and
  - (iii) at any time pay to You in connection with any claim or series of claims the Limit of Liability stated in the Certificate of Insurance (after deduction of any amount already paid) or any lesser amount for which such claim or claims can be settled and upon such payment We will relinquish the conduct and control of such claim or claims and be under no further liability under Your Policy in connection with such claim or claims, except for costs, charges and expenses recoverable from You or incurred by You with Our consent prior to the date of such payment,

PROVIDED:

- (A) We will not be obliged to pay any claim or judgment or defend any suit after the applicable Limit of Liability has been exhausted by the payment of a judgment or settlement; and
- (B) You will give Us all information and assistance which We may require in the defence, prosecution or settlement of any claim; and
- (C) if a payment exceeding the Limit of Liability has to be made to dispose of a claim or legal action against You, Our liability to pay costs, charges and expenses will be limited to that proportion of those costs, charges and expenses that the Limit of Liability bears to the amount paid to dispose of the claim or legal action.

AND

### **All Claims**

- (c) in respect of all claims at Our own expense:
  - (i) undertake such investigations as We consider necessary;
  - (ii) have You do, agree to do and permit to be done, everything reasonably required by Us to enforce any rights or remedies against other parties and obtain contribution, indemnity, damages or other relief from those other parties; and
  - (iii) prosecute in Your name any claim for contribution, indemnity, damages or other relief, PROVIDED that You will give Us all information and assistance which We may require in the investigation, prosecution or settlement of any such claim.

### **Non-compliance**

If You or anyone acting on Your behalf do (does) not comply with Our requirements or hinder or obstruct Us from doing any acts pursuant to this General Condition 3, then:

- (a) We will be entitled to reduce Our liability in respect of the claim by the extent to which We have been prejudiced by Your conduct or that of the person acting on Your behalf; and
- (b) in the event that We have paid (in whole or part) any such claim, You will repay the whole or such part of that amount as is demanded by Us.

## **4. Interpretation**

In Your Policy, except to the extent that the context otherwise requires:

- (a) any word importing the singular number includes the plural, and vice versa;
- (b) any reference to a person will be construed as a reference to any person, firm, company, corporation, government, governmental, statutory or public authority, state or agency of the state, or any association or partnership (whether incorporated or not), or any two or more of the above; and
- (c) the headings are used for convenience only and will not be used in the interpretation of Your Policy.

## **5. Material Changes**

You must:

- (a) notify Us immediately of any circumstances which render the Insured Property or Your operations more hazardous than normal and immediately take all necessary additional precautions including, if

We request, the taking of appropriate action to rectify or make normal any circumstances which are abnormal; and

- (b) give written notice to Us immediately of any intended or actual:
  - (i) alteration to any of the Insured Property or departure from normal working conditions or processes or purpose of storage or use which would materially affect the risk or hazard;
  - (ii) removal of Insured Property (except where insured under Your Policy for temporary periods and whilst in transit); or
  - (iii) change in the Business or any profession, trade, occupation or operation conducted by You (including the undertaking or practice of any additional professions, trades, occupations or operations).

On receipt of such notice, We may vary the terms of Your Policy and charge such additional premium as We may determine appropriate in the circumstances.

## **6. Notices**

Where there are more than one of You, any notice given by Us under Your Policy to any one of You will be deemed to be notice given to all of You.

## **7. Other Insurance**

After the commencement of Your Policy, You must give Us immediate notice in writing of the full particulars of any other insurance You take out which either in whole or in part also covers any property or liability covered under Your Policy.

## **8. Other Interested Parties**

- (a) The insurance under a particular Section extends to cover any persons having an interest in the Business and/or the Insured Property for their respective rights and interests, provided such persons are specified as insured in the Certificate of Insurance in relation to that Section.
- (b) Where payment or payments is or are to be made in respect of a claim under this insurance, We may, at Our option, pay the whole or part of such monies to a person referred to in paragraph (a) of this General Condition in full or partial satisfaction and discharge of the claim. This condition is evidence of Your authority for Us to make such payment.

## **9. Precautions and Inspection**

You must:

- (a) take all necessary steps to ensure that the Insured Property is kept in a good state of repair and maintenance and free of waste material and rubbish;
- (b) take all necessary steps to ensure that only competent employees and contractors are engaged by You;
- (c) take all reasonable precautions and action to enforce observances by all appropriate persons of all proper safeguards to prevent, avoid or minimise any loss, destruction, damage, Personal Injury or liability;
- (d) ensure compliance with all Statutes relating to safety of persons or property or the operation, inspection or maintenance of any property; and
- (e) allow Our representative to inspect or examine:
  - (i) the Insured Property;
  - (ii) the buildings or structures in which the Insured Property is contained; and
  - (iii) Your operations.

## **10. Premium Adjustment**

If You have given Us estimates and We have based the premium calculations for Your Policy on those estimates, You must keep an accurate record of all relevant particulars and at any reasonable time allow Us to inspect such record. Within sixty (60) days of the expiry of each Period of Insurance You will supply to Us a correct statement of such particulars, so that the premium for that period may be calculated. The difference between the premium so calculated and the premium already paid will be paid by You or refunded by Us (as the case may be) within fourteen (14) days of the calculation and notification of the premium by Us to You.

## **11. Progress Payments**

When We have admitted liability, We will make reasonable progress payments on account of any claims to You at such intervals and for such amounts as may be agreed.

## **12. Repealed Statutes**

Where a Statute specifically referred to in Your Policy is amended or repealed, the reference will be taken to refer, so far as possible, to the amended Statute or to the corresponding consolidating or replacement Statute.

## **13. Restoration of Property**

If We elect or become bound to repair, restore or substitute any Insured Property, You will, at Your own expense, produce and give to Us all such plans, documents, books and information as We may reasonably require. We will not be bound to repair, restore or substitute exactly or completely, but only as circumstances permit and in a reasonably sufficient manner and will not in any case be bound to pay in respect of any one of the items insured, more than the stated Sum Insured or Limit of Any One Conveyance.

## **14. Statements**

A statement made to Us by any one of You (including a person referred to in paragraph (a) of General Condition 8 Other Interested Parties) will be treated as a statement made by all of You and the maker of the statement will be deemed to be the agent of all of You for that purpose.

## **15. Tenants Clause**

Should a tenant of Yours or another tenant in a building at the Situation without Your knowledge either do or omit to do anything which would breach any provision of Your Policy, such act or omission will not constitute a breach provided You notify Us immediately You become aware or ought reasonably have become aware of the happening or the existence of the act or omission and You pay any additional premium which We may require.

## **16. Goods and Services Tax Endorsement**

This Endorsement attaches to and forms part of Your Policy, effective from the commencement date of the Period of Insurance shown in your Certificate of Insurance.

### **1. Information You Must Give Us**

If You are registered, or required to be registered, for goods and services (GST) tax purposes, You must when requested tell us what Your entitlement to input tax credits (ITC's) is for Your Insurance premium.

## 2. Calculating Claims

If You make a claim under this Policy, any payment or supply We make to You in respect of the acquisition of goods, services or other supply (or monetary compensation in lieu thereof) or otherwise in relation to Your claim will be calculated on the GST inclusive cost of Your claim.

In calculating such payment, We are entitled to reduce it by any ITC which You are, or would be, entitled to:

- (a) for the acquisition of such goods, services or other supply; or
- (b) had the compensation been used to acquire such goods, services or other supply

However, the total of all payments We make to You will not exceed Your sum insured, limit or sublimit of liability, or other monetary limitation.

The sums insured, limits and/or sublimits of liability, or any other monetary limitations are inclusive of any taxes, levies, duties or charges that the payment would be affected by or subject to.

## 3. Payments

If You make a claim and We are obliged by law to withhold any amount from the payment in order to satisfy that law (for example, because You have not provided Your ABN where required to do so), the amount withheld will be treated as forming part of the claim payment paid to You under this policy (even though You have not received the withheld amount).

## 4. Interpretation

- (a) Where this Endorsement is in conflict with any other provision of this Policy, this Endorsement will apply.
- (b) Reference to payments made to You include payments made on Your behalf or at Your direction.
- (c) Other expressions which are not defined but which are used in any legislation will have the meaning given to them in that legislation. Examples of this are "GST", "ABN" and "ITC".

## 17. Claims Preparation Costs

This General Provision applies to all applicable Sections of Your Policy other than Section 6 – Broadform Liability.

Each applicable Section of Your Policy (other than Section 6 – Broadform Liability) is extended to include costs necessarily and reasonably incurred by You with Our approval in producing and certifying any details required in terms of General Condition 2 Claims – Procedure up to \$5,000 for any one claim.

This amount is payable in addition to the Sum Insured for each Section of Your Policy.

# Fire And Defined Events/Accidental Damage Section 1

**Please note if you are insuring a home building under this Section You should also read Part B of the PDS.**

## Insurance

In the event of destruction of or damage to any of the Insured Property occurring during the Period of Insurance and directly caused either by an insured Defined Event or as described in an applicable Optional Benefit, We will:

- (a) in the case of destruction, at Our option:
  - (i) pay to You the Value of the Insured Property destroyed; or
  - (ii) in accordance with General Condition 13 Restoration of Property:
    - (A) restore such property; or
    - (B) substitute property for that destroyed;
- (b) in the case of damage, at Our option:
  - (i) pay to You the amount of such damage; or
  - (ii) in accordance with General Condition 13 Restoration of Property, repair the damage;
- (c) when Extra Cost is insured under Optional Benefit 2, pay to You an amount equal to the extra cost of compliance with statutory requirements;
- (d) when Removal of Debris is insured under Optional Benefit 5, pay to You an amount equal to the cost of the removal of debris; and
- (e) when Re-writing of Records is insured under Optional Benefit 6, pay to You an amount equal to the cost of clerical labour expended in the reinstatement, reproduction, replacement or restoration of Your normal business records and books of account.

## Definitions

Unless the context otherwise requires, where the following words and expressions appear in or are read in conjunction with this Section, they will have the following meanings:

**Building** – the insured building at the Situation described in the Certificate of Insurance (“the insured building”). For the purpose of this Section, the Building also includes:

- (a) structural improvements, extensions, annexes and gangways, walls, gates, fences, awnings, external signs fixed to the insured building or other inground foundation, and underground services for which You are responsible;
- (b) landlord’s fixtures and fittings in or on the insured building and floor coverings (other than carpet) fixed to the insured building; and
- (c) growing plants, shrubs, garden plots, lawns, rockwork, ornamentation and paving, being the landscaping pertinent to the insured building, limited to \$2,000 or five percent (5%) of the Sum Insured for the Building in the Certificate of Insurance, whichever is the lesser,

BUT does not include:

- (d) carpet, whether fixed or unfixed; or
- (e) Stock, Client or Customer Goods, Contents or Specified Items.

**Client or Customer Goods** – movable Insured Property comprising client or customer goods when in Your physical and legal control and for the custody of which You are legally liable.

**Contents** – Insured Property (other than that comprised in the expression “Building” as defined) including movable machinery and plant, computers, office machines and equipment, furniture, tools of trade, tenant’s fixtures, fittings and improvements (when You are the tenant but not the owner of the Premises), landlord’s fixtures, fittings and improvements for which You as the tenant are legally liable, fixtures for which You are responsible (where the Building is a strata title unit or group title property), documents, plans, text and reference books, business books and computer records (but only for their value in an unused state as stationery or media), carpets whether fixed or unfixed and other unfixed floor coverings,

BUT excluding:

- (a) property able to be insured as Stock or Client or Customer Goods;
- (b) articles insured as Specified Items;
- (c) livestock;
- (d) explosives;
- (e) motor vehicles or trailers and accessories in or on them;
- (f) craft designed for use on water or in the air and accessories for them;
- (g) cheques, credit card vouchers and negotiable instruments, notes or securities;
- (h) current coins, bank notes, currency notes, money orders, postal orders, unused postage and revenue stamps, telephone cards, metropolitan transport tickets and instant lottery tickets;
- (i) patterns, models, moulds, designs, dies or cast;
- (j) collections such as stamp collections, coin collections and the like;
- (k) any antique, curiosity, painting or other work of art with a Value exceeding \$1,000; and
- (l) any book with a Value exceeding \$500.

**Premises** – the Building or any part of any building at the Situation owned or occupied by You for the purpose of the Business.

**Specified Items** – Insured Property individually described in the Certificate of Insurance.

**Stock** – movable Insured Property comprising stock in trade, including all stock in trade owned, held on trust, or held on commission by You or for the custody of which You are legally liable.

**Value** – has the meaning given to it in “Basis of Settlement” in this Section.

# Places

The places at which the insurance applies:

## 1. Building

The insurance on the Building applies at the Situation.

## 2. Contents, Stock, Client or Customer Goods, Specified Items

The insurance on Stock, Client or Customer Goods, Contents or Specified Items applies when that property is at the Situation and:

- (a) is contained in the Premises;
- (b) is temporarily removed to another building or another part of the building in which the Premises is situated or to the open air (provided that Our liability is limited to ten percent (10%) of the relevant Sum Insured); or
- (c) is in the open air if so described in the Certificate of Insurance.

Note: Where the property referred to in this clause is in the open air, all Defined Events except Defined Event 4 Fire and Defined Event 6 Lightning or Thunderbolt, are excluded.

## 3. Temporary Removal and Transit – Movable Property Other than Stock and Client or Customer Goods

### Temporary Removal

The insurance in respect of movable Insured Property (other than Stock and Client or Customer Goods) will remain operative whilst such property is temporarily contained in another building elsewhere in the Commonwealth of Australia and away from the Situation, subject to the following limitations:-

- (a) The insurance will remain operative in respect of the Insured Property temporarily contained elsewhere for a period not exceeding three (3) calendar months, after which time the insurance in respect of such property will be suspended unless the Certificate of Insurance is endorsed by Us at Your request to note the location of such property.
- (b) Our liability in respect of the destruction of or damage to such property is limited to ten percent (10%) of the Sum Insured for Insured Property of the same designation as that which is temporarily removed.
- (c) The insurance in respect of Flood (if included in this Section) will be suspended with regard to such property.
- (d) The insurance will be suspended with regard to any such property when it is:
  - (i) contained in a furniture repository or other area of bulk storage;
  - (ii) contained in any sales shop or area where it is retained for purposes of sale or display; or
  - (iii) otherwise insured at the temporary location.

### Transit

The insurance will also remain operative during transit of the Insured Property between the Situation and the building in which it is (or is to be) temporarily contained PROVIDED that:

- (a) Our liability is limited to ten percent (10%) of the Sum Insured for Insured Property of the same designation as that which is in transit; and
- (b) all Defined Events other than Defined Event 4 Fire and Defined Event 6 Lightning or Thunderbolt, are excluded.

# Defined events

## 1. Aircraft

- (a) Impact by aircraft, spacecraft or other aerial devices or articles dropped from them.
- (b) Sonic boom.

## 2. Earthquake

Earthquake, subterranean fire, or volcanic eruption.

Where there is a series of incidents of damage or destruction emanating from the same general conditions described under this Defined Event, then such incidents of damage or destruction happening in any period of forty-eight (48) consecutive hours will be deemed to be a single claim.

For this Defined Event the applicable Excess is either one percent (1%) of the total Sum(s) Insured for all Insured Property at the Situation or \$20,000, whichever is the lesser. Irrespective of anything contained elsewhere in Your Policy, separate Excesses will apply to each claim in respect of this Defined Event.

## 3. Explosion

Explosion, excluding destruction of or damage to pressure vessels (and their contents) which require certification under any Statute (such as, but not limited to boilers, compressors and air receivers).

## 4. Fire

PROVIDED that this Defined Event excludes destruction of or damage to property by:

- (a) the necessary application of heat to it;
- (b) its own spontaneous fermentation, heating or combustion;
- (c) bushfire unless destruction or damage occurs more than forty-eight (48) hours after 4:00pm on the day a request for Fire cover on the Insured Property has been received and accepted by Us. This exclusion (c) does not apply to Insured Property that was insured for Fire immediately prior to the start date of the Period of Insurance; or
- (d) smog, soot, ash or heat damage where there has been no flame at the Situation or at adjacent properties.

Exclusions (a) and (b) to this Defined Event are limited to that part of the Insured Property immediately affected and does not exclude destruction of or damage to the remainder of the Insured Property.

## 5. Impact

Impact by:

- (a) external aerial which breaks or collapses;
- (b) vehicle (or its load) or animal; or
- (c) falling trees or parts of falling trees but not as a result of lopping or removing trees at the Situation.

## 6. Lightning or Thunderbolt

Lightning or thunderbolt where You are able to provide:

- (a) evidence that lightning caused the destruction or damage to Insured Property; or
- (b) meteorological evidence that lightning or thunderbolts struck in your area at the time the destruction of or damage to Insured Property occurred.

## 7. Malicious Damage

Acts of:

- (a) a malicious person, not being a tenant or any other person who has entered the Situation with Your consent or that of the tenant;
- (b) burglars or thieves;
- (c) strikers, locked out workers or persons taking part in labour disturbances;
- (d) persons taking part in a riot or civil commotion; or
- (e) any lawfully constituted authority in connection with the acts referred to in (a), (b), (c) and (d) of this Defined Event,

PROVIDED that this Defined Event excludes consequential loss, including (but not limited to) loss caused directly or indirectly by total or partial interruption, retardation or cessation of:

- (i) work; or
- (ii) any process or operation.

## 8. Storm and/or Tempest, Water and Other Liquid

Storm and/or Tempest, Water and Other Liquid as defined in (a), (b), (c), (d) and (e) below.

### (a) Rainwater

Rainwater – Water in the form of rain falling from the sky on to the Premises or the building in which the Premises is situated until such time as it reaches the ground.

### (b) Run-off

Run-off – Rainwater that has accumulated directly on and flowed across normally dry ground. Run-off includes Rainwater that has overflowed from the following:-

- (i) public roadside gutters, channels and drains that are normally dry.
- (ii) swimming pools, spas or saunas.

Run-off does not include Flood or Water from the Sea.

### (c) Sprinkler Discharge

Discharge of Water as a direct result of an accident to any automatic sprinkler or drencher installation servicing the Building or any other building at the Situation.

This Defined Event includes any expenses incurred for the attendance of fire fighting authorities for the purpose of shutting off the Water supply following accidental discharge and the cost of cleaning up operations relevant to the Premises consequent upon such accidental discharge.

PROVIDED that We will not be liable under this Defined Event in respect of any accident contributed to or caused by:

- (i) a defect in the design, construction or condition of the installation; or
- (ii) Your failure to maintain the installation in good and proper working order (where it is Your responsibility to do so).

#### **(d) Storm and/or Tempest**

Storm and/or Tempest – a violent atmospheric disturbance accompanied by high wind, rain, snow or hail, but does not mean persistent bad weather, heavy rain or persistent rain by itself.

#### **(e) Water or Other Liquid Leakage**

Discharge or leakage of Water or other liquid as a direct result of a single identifiable occurrence from:

- (i) any pipe, tank or system (other than any automatic sprinkler or drencher installation) installed in or on the Building or any building in which the Premises is situated, or in or on any adjoining buildings; or
- (ii) a Water reticulation supply main outside the Building or buildings referred to in (i) of this Defined Event 8(e).

Exploratory and structural replacement costs reasonably incurred in locating the source of such discharge or leakage are included, but only where You are the owner of the Building. An Excess of \$300 applies to the insurance of exploratory and structural replacement costs.

Cost of repair or replacement of the defective part or parts of the pipe, tank or system causing the discharge or leakage of Water or other liquid is not included.

#### **The following Definitions and Exclusions are applicable to Defined Event 8:**

**Flood** – Water that has escaped from the normal confines of any natural or artificial watercourse, lake, lagoon, reservoir, canal or dam. It also includes Water discharged from sewerage or waste water systems due to pressure induced by flood Water.

**Storm Surge** – the short period rise or fall of the Sea level produced by a cyclone.

**Sea** – all oceans, seas, bays, ports or tidal Waters.

**Water** – includes snow, sleet or hail.

#### **Exclusions Applicable to Defined Event 8**

1. We will not be liable for destruction or damage caused by:
  - (a) Flood;
  - (b) Storm and/or Tempest or Rainwater unless destruction or damage occurs after the expiration of a period of forty-eight (48) hours from 4:00 pm on the day a request for Storm and/or Tempest or Rainwater cover on the Insured Property has been received and accepted by Us. This Exclusion (b) does not apply to Insured Property that was insured for Storm and/or Tempest or Rainwater immediately prior to the commencement date of Your Policy;
  - (c) steam or condensation;
  - (d) erosion, collapse, subsidence, landslide or mudslide or any other earth movement;
  - (e) Storm Surge;
  - (f) Water from the Sea;
  - (g) Water seeping or percolating from outside the Premises; or
  - (h) Water entering the Premises as a result of:
    - (i) structural defects;
    - (ii) faulty design;

- (iii) faulty workmanship; or
  - (iv) lack of maintenance by You.
2. We will not be liable for destruction of or damage to:
- (a) gates, fencing, free-standing walls, retaining walls, textile awnings, shade cloth, hail nets, blinds or signs other than those signs permanently fixed to the Building or other inground foundation;
  - (b) Insured Property whilst in the open air unless it comprises or forms part of a permanent structure designed to function without the protection of walls or roofs;
  - (c) Buildings in the course of construction, reconstruction, repair or extension unless such Buildings are enclosed and under roof, with all outside doors and windows permanently in place;
  - (d) Insured Property in a building which is in the course of construction, reconstruction, repair or extension, unless the building is enclosed and under roof, with all outside doors and windows permanently in place;
  - (e) Buildings, caused by Rainwater, unless the Buildings are fully roofed and fully enclosed on all sides, and have effective external doors, windows and coverings designed to protect against any Rainwater entry;
  - (f) Insured Property in a building, caused by Rainwater, unless the building is fully roofed and fully enclosed on all sides and has effective external doors, windows and coverings designed to protect against any Rainwater entry;
  - (g) growing plants, shrubs, garden plots, lawns, rockwork, ornamentation or paving; or
  - (h) the exterior paintwork of Insured Property caused by Rainwater, Run-off or other Water.

## Basis of Settlement

The following provisions are to be read subject to the provision headed "Sum Insured" in this Section.

### Market Basis

When the Certificate of Insurance indicates that the insurance is provided on a Market Basis:

- (a) Value means the actual market value of the destroyed Insured Property immediately before and at the place of the event giving rise to the claim after due allowance is made for wear and tear, depreciation and betterment; and
- (b) where the Insured Property is damaged, the amount of the damage is the difference between the Value of that Insured Property, calculated in accordance with (a), and the actual market value of the damaged Insured Property immediately after and at the place of the event giving rise to the claim after due allowance is made for wear and tear, depreciation and betterment.

### Indemnity Basis

When the Certificate of Insurance indicates that the insurance is provided on an Indemnity Basis:

- (a) Value means the cost, as at the date of the event giving rise to the claim, of rebuilding or replacing the destroyed Insured Property, as new, less depreciation; and
- (b) where the Insured Property is damaged, the amount of the damage is the cost, as at the date of the event giving rise to the claim, of repairing the damaged Insured Property to a condition as new, less depreciation.

For the purposes of (a) and (b), the rate of depreciation varies with the particular circumstances applying to the Insured Property with adjustment being made for wear and tear and betterment.

### **Reinstatement Basis**

When the Certificate of Insurance indicates that the insurance is provided on a Reinstatement Basis, Value means and (where the Insured Property is damaged) the amount of the damage is:

the cost, as at the date of the event giving rise to the claim, which would be incurred in the reinstatement of the Insured Property destroyed or damaged, including architects', surveyors', legal and consulting engineers' fees, necessarily incurred in the reinstatement.

Subject to the following Reinstatement or Replacement Condition, reinstatement here will mean:

- (a) when the Insured Property is destroyed, its rebuilding in a condition equal to but not better or more extensive than its condition when new; and
- (b) when the Insured Property is damaged, the repair of the damaged portions to a condition substantially the same as but not better or more extensive than its condition when new.

### **Replacement Basis**

When the Certificate of Insurance indicates that the insurance is provided on a Replacement Basis, Value means and (where the Insured Property is damaged) the amount of damage is:

the current cost which would be incurred, at the time and place of the event giving rise to the claim, in the replacement of the Insured Property destroyed or damaged with equivalent property in new condition.

Subject to the following Reinstatement or Replacement Condition, replacement here will mean:

- (a) when the Insured Property is destroyed, its replacement by similar property in a condition equal to but not better or more extensive than its condition when new; and
- (b) when the Insured Property is damaged, the repair of the damaged property to a condition substantially the same as but not better or more extensive than its condition when new.

When the Insured Property destroyed or damaged is Stock, We will also pay reasonable transport, processing and handling charges incurred by You and attributable to the subject property.

### **Reinstatement or Replacement Condition**

When Your claim for destruction or damage is to be settled on either the Reinstatement Basis or the Replacement Basis the following provisions apply:

- (a) At all times, the Insured Property will be kept in a good state of repair and maintenance, failing which the loss will be assessed:
  - (i) in respect of Buildings – on an Indemnity Basis; and
  - (ii) in respect of all other Insured Property – on a Market Basis,and the claim will be settled accordingly.
- (b) All other insurances on the Insured Property effected by You or on Your behalf will be on either a similar Reinstatement Basis or similar Replacement Basis, failing which the loss will be assessed:
  - (i) in respect of Buildings – on an Indemnity Basis; and
  - (ii) in respect of all other Insured Property – on a Market Basis, and the claim will be settled accordingly.

- (c) When demolition or reconstruction of a Building had been decided for a reason not related to the claim for destruction or damage and the destruction or damage has occurred after the decision was made, then the loss will be assessed on a Salvage Basis, and the claim will be settled accordingly. Any savings by You will be deducted from the loss as assessed.
- (d) The rebuilding, replacement or repair as the case may be (which may be carried out upon another site and in any manner suitable to Your requirements so long as Our liability is not increased) must be commenced and carried out with reasonable dispatch, failing which the loss will be assessed:
  - (i) in respect of Buildings – on an Indemnity Basis; and
  - (ii) in respect of all other Insured Property – on a Market Basis, and the claim will be settled accordingly.
- (e) The rebuilding, replacement or repair is to be done with materials that are the most practical of those readily available and in common use in Australia.
- (f) Our liability in respect of Buildings will not exceed the cost of rebuilding the Building had it been wholly destroyed.
- (g) No payment will be made in respect of Buildings beyond the amount payable on an Indemnity Basis or in the case of other Insured Property, beyond the amount payable on a Market Basis, until rebuilding, replacement or repair has been undertaken and a sum equal to the cost of reinstatement or replacement has been actually incurred.
- (h) Where payment beyond the amount payable on an Indemnity Basis is made in accordance with the preceding paragraph (g), You will also be indemnified in respect of architects', surveyors', legal and consulting engineers' fees necessarily incurred in rebuilding or repair of the Building, provided that the Sum Insured is not otherwise exhausted. Except as otherwise provided in the General Provision – Claims Preparation Costs of Your Policy, You are responsible for all fees and cost incurred in the preparation of any claim under this Section and the payment under this paragraph (h) will not cover fees attributable to claim preparation.

### Salvage Basis

When the Certificate of Insurance indicates that the insurance is provided on a Salvage Basis:

- (a) Value means the actual price payable for the destroyed Insured Property immediately before and at the place of the event giving rise to the claim, by a second hand materials dealer selected by Us; and
- (b) where the Insured Property is damaged, the amount of the damage is the difference between the Value of that Insured Property, calculated in accordance with (a), and the actual price payable for the damaged Insured Property immediately after and at the place of the event giving rise to the claim, by a second hand materials dealer selected by Us.

### Sum Insured

Our liability under this Section is limited to the Sum Insured:

- (a) expressed against the particular Insured Property in the Certificate of Insurance (subject to escalation described in Condition 6 Escalation and Extra Benefit 10 Seasonal Increase – Stock); and
- (b) expressed against the particular Optional Benefit in the Certificate of Insurance.

## Extra Benefits

This Section is extended to include the following Extra Benefits. These Extra Benefits, other than Extra Benefit 1 Accidental Damage, Extra Benefit 5 Fire Fighting Costs and Extra Benefit 13 Transit, are only payable where Insured Property has been destroyed or damaged as a result of an insured Defined Event or an applicable Optional Benefit and We have admitted liability in respect of such damage or destruction. Unless indicated otherwise, the amount payable by Us is in addition to the relevant Sum Insured.

### 1. Accidental Damage

The insurance includes cover for Accidental Damage at the Situation.

For the purposes of this Extra Benefit, the term Accidental Damage means the loss or destruction of or damage to Insured Property caused by an unintended or unexpected event, BUT excludes:

- (a) loss, destruction or damage caused by:
  - (i) a Defined Event or an Optional Benefit as described in this Section;
  - (ii) any cause, event or occurrence otherwise excluded by this Section;
  - (iii) moths, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, change in flavour, texture or finish, smut or smoke from industrial operations (other than sudden and unforeseen resultant damage), blockage of sewers or drains under Your care or control;
  - (iv) wear and tear, fading, scratching or marring, deterioration or developing flaws, normal upkeep or making good;
  - (v) error or omission in design, plan or specification or failure of design;
  - (vi) normal settling, seepage, shrinkage or expansion in buildings or foundations, walls, pavements, roads and other structural improvements, creeping, heaving and vibration;
  - (vii) faulty materials or faulty workmanship;
  - (viii) erosion, subsidence, earth movement or any resultant collapse;
  - (ix) incorrect siting of buildings;
  - (x) demolitions ordered by governmental, statutory or public authority;
  - (xi) testing, intentional overloading or experiments;
  - (xii) burglary or theft;
  - (xiii) unexplained or inventory shortage, disappearance resulting from clerical or accounting errors, shortage in supply or delivery of materials to or from You;
  - (xiv) manufacture or storage of explosives, matches or fireworks;
  - (xv) fraudulent or dishonest acts, fraudulent misappropriation, embezzlement, forgery, counterfeiting, data corruption, unauthorised amendment of data and erasure by electronic or non-electronic means involving the Insured Property, by You or any of Your directors, partners, officers, employees or members acting alone or in collusion with any other person;

- (xvi) access by any person other than You or Your directors, partners, officers, employees or members to Your computer system via data communication media that terminate in Your computer system;
  - (xvii) attempted or actual kidnapping, bomb threat, threat of contamination, hoax or extortion;
  - (xviii) (A) the cessation of work whether total or partial; or
    - (B) the cessation, interruption or retardation of any process or operation, as a result of strikes, labour disturbances or locked out workers; or
  - (xix) unloading on delivery to, or loading prior to dispatch from, the Situation; or
  - (xx) any person deliberately switching off or disconnecting the power supply; and
- (b) loss, destruction or damage to:
- (i) any property excluded by this Section;
  - (ii) glass other than as Stock and/or merchandise of the Business;
  - (iii) any property whilst in transit other than during the incidental movement of such property within the Situation;
  - (iv) jewellery, furs, bullion, precious metals or precious stones other than as Stock and/or merchandise of the Business;
  - (v) any property during the course of, and as a result of, its processing;
  - (vi) any property undergoing repair, construction, alteration or demolition; and
  - (vii) Insured Property for which you are insured under Section 8.

Our liability under this Extra Benefit is limited to ten percent (10%) of the Sum Insured for the Insured Property, or \$100,000, whichever is the lesser, for any one event.

## **2. Alterations and Additions**

Alterations and additions to the Insured Property, other than Stock, effected during the Period of Insurance, to an amount not exceeding ten percent (10%) of the Sum Insured for such property or \$100,000, whichever is the lesser.

## **3. Clothing and Personal Property**

Provided it is not otherwise insured, clothing and personal property belonging to You or Your directors, partners, officers, employees or members is included in Contents when Contents is shown in the Certificate of Insurance. Our liability for any one event is limited to \$500 in respect of You or any one director, partner, officer, employee or member, and \$3,000 in total.

## **4. Fees and Costs**

Fees and costs (such as, but not limited to, those of architects and other consultants) necessarily incurred in the repair or replacement of Insured Property, up to \$5,000 for any one event. This Extra Benefit does not apply when the Reinstatement Basis is applied to the settlement. Fees and costs incurred in connection with the preparation of a claim are not covered under this Extra Benefit for any one event.

## 5. Fire Fighting Costs

The cost of replenishment of fire extinguishment appliances used to protect Insured Property threatened by fire.

We will also pay under this Extra Benefit the prescribed charges incurred by You under any Statute in respect of a fire fighting authority attending a fire not excluded by this Section:

- (a) at the Situation; or
- (b) on any land adjacent to the Situation,

which involved or immediately threatened to involve Insured Property on which no fire service levy (or like charge) is payable.

Our liability under this Extra Benefit is limited to ten percent (10%) of the Sum Insured for the Insured Property which is the subject of the claim or which was threatened, or \$10,000, whichever is the lesser.

## 6. Floor Space Ratio Index

In addition to the terms and provisions expressed in the Reinstatement or Replacement Condition, when a Building is insured on the Reinstatement Basis and:

- (a) the Building is destroyed or damaged by any insured Defined Event or Flood (if included under this Section) as the case may be, so as to constitute total loss or constructive total loss; and
- (b) as a result of the exercise of statutory powers and/or authority by a governmental, statutory or public authority, reinstatement of the Building as before is prohibited and reinstatement is only permissible subject to a reduced floor space ratio index and the payment of certain fees and contributions as a prerequisite for consent to reinstatement,

We will pay, in addition to any amount payable in reinstatement of the Building:

- (c) the difference between the actual cost of reinstatement incurred in accordance with the reduced floor space ratio index and the cost of reinstatement which would have been incurred had a reduced floor space ratio index not been applicable; and
- (d) any fee, contribution or other impost, not exceeding \$2,000 in respect of any one Defined Event or Flood, 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 and/or penalties imposed upon You by any such authorities.

In arriving at the amount payable under (c), any amount paid by Us will, where Optional Benefit 2 Extra Cost of Reinstatement or Replacement is included in this Section, include the extra cost of compliance (including the cost of demolition of the Building) necessarily incurred to comply with the requirements of any Statute.

PROVIDED that

- (e) any payment made pursuant to (c) will be made as soon as the difference is ascertained and certified by the architect acting on Your behalf in the reinstatement of the Building; and
- (f) the Sum Insured expressed against the relevant Building in the Certificate of Insurance is not otherwise exhausted.

## 7 Other Premises

Insured Property at other premises used by You in addition to the Premises is provisionally covered for an amount equal to ten percent (10%) of the total of the Sums Insured for Contents and Stock PROVIDED that:

- (a) details of the additional risk are advised to Us within seven (7) days of Your using the other premises for the first time;
- (b) the other premises are used in connection with the Business; and
- (c) You pay or agree to pay any additional premium required by Us.

## 8. Removal of Debris

The insurance is extended to include the cost of removal of debris of, demolition of, or temporary repairs to, that portion of the Insured Property destroyed or damaged (for which We have admitted liability under this Section) and extends to include Your legal liability for removal of debris from, demolition of, and temporary repairs to, adjoining premises, roadways or waterways as well as at the Situation, BUT excluding Your legal liability for:

- (a) the cost of the prevention of any irritation, contamination or pollution;
- (b) the cost of removing, nullifying or cleaning-up of any irritation, contamination or pollution; and
- (c) fines, penalties, punitive or exemplary damages,

arising out of the discharge, dispersal, seepage, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water.

This Extra Benefit does not apply to the cost of removal of debris of, or demolition of, damaged or destroyed Insured Property when, prior to the occurrence of the damage or destruction, You had decided, for a reason not related to the claim for damage or destruction, to demolish or reconstruct the Building.

Our liability under this Extra Benefit is limited to \$10,000 for any one event.

## 9. Rewriting of Records

The clerical, legal, research and other costs necessarily and reasonably incurred by You in the reinstatement, reproduction or restoration of Your business records, documents, manuscripts, plans, specifications and writings damaged or destroyed as a result of an insured Defined Event or an applicable Optional Benefit in respect of which We have admitted liability.

PROVIDED that this Extra Benefit will not indemnify You in respect of either the value to You of the information in or on such records, documents, manuscripts, plans specifications and writings, or the cost of the materials.

Our liability under this Extra Benefit is limited to \$3,000 for any one event.

## 10. Seasonal Increase – Stock

When Stock is insured, the Sum Insured for Stock in the Certificate of Insurance is increased by thirty percent (30%) for the period(s) (not exceeding in total ninety (90) days) specified in the Certificate of Insurance under the heading “Seasonal Increase – Stock”.

Where no such period(s) is (are) shown in the Certificate of Insurance, the thirty percent (30%) increase will apply for a period of sixty (60) days ending at 4:00 pm on the fifteenth day of January, and a period of thirty (30) days ending at 4:00 pm on the fifth day following the gazetted Good Friday public holiday.

PROVIDED that nothing in this Extra Benefit will be taken to extend the insurance beyond the Period of Insurance.

### **11. Structural Alteration**

Where the Building is undergoing structural alteration or addition, We will pay for any destruction of or damage to those alterations or additions occurring while they are being undertaken, PROVIDED that Our liability under this Extra Benefit is limited to ten percent (10%) of the Sum Insured for the Building, or \$100,000, whichever is the lesser.

### **12. Temporary Protection and Watchmen**

Costs reasonably and necessarily incurred by You in effecting any measures such as temporary repairs and the employment of watchmen or guards to safeguard the Insured Property, up to \$10,000 for any one event.

### **13. Transit**

We will cover the Insured Property whilst in transit in or on a vehicle owned or operated by You anywhere in the Commonwealth of Australia in respect of destruction or damage caused by fire or collision or overturning of the conveying vehicle.

Our liability under this Extra Benefit is limited to \$3,000 for any one event.

## **Optional Benefits**

The following Optional Benefits do not apply automatically. They apply when You have requested their inclusion in this Section, and the Certificate of Insurance has been endorsed by Us noting the inclusion.

The limit of Our liability for the Optional Benefit included is the Sum Insured expressed against that particular Optional Benefit in the Certificate of Insurance. The Sums Insured expressed against the Optional Benefits 1, 5, 6 and 7 in the Certificate of Insurance are additional to the Sums Insured provided in the corresponding Extra Benefits 1, 8, 9 and 13 of this Section.

### **1. Accidental Damage – Additional**

The limit of payment provided under Extra Benefit 1 Accidental Damage is increased from the limit applying to Extra Benefit 1 Accidental Damage by the Sum Insured shown for this Optional Benefit in the Certificate of Insurance.

### **2. Extra Cost of Reinstatement or Replacement**

In the case of destroyed or damaged Insured Property insured on the Reinstatement Basis or Replacement Basis, We will also pay the extra cost of compliance with statutory requirements, being the actual extra cost pertaining to the Insured Property when such actual extra costs are necessarily incurred in order to comply with the relevant requirements of any Statute. In addition to the terms and provisions expressed in the Reinstatement or Replacement Condition, any such claim for extra cost of compliance is subject to the following provisions:

- (a) The work of reinstatement (which may be carried out wholly or partially upon another site if the Statute so necessitates, subject to Our liability not being increased as a result), must be commenced and carried out within a reasonable period, failing which We will not be liable to make any payment beyond the amount which would have been payable under this Section if this Optional Benefit had not been included.

- (b) The amount recoverable will not include the additional cost incurred in complying with any such Statute with which You had been required to comply prior to the happening of the destruction or damage to which the claim relates.
- (c) Co-Insurance will not be applied to the amount recoverable under this Optional Benefit and any amount specified will not be taken into account for Co-Insurance purposes under Condition 1 of this Section.
- (d) This Optional Benefit will not apply unless all other insurances effected on the Buildings insured by this Section are for insured Defined Events and Flood (if included under this Section) similar to this Section.
- (e) The amount payable under this Optional Benefit will be limited to the Sum Insured stated in the Certificate of Insurance for this Optional Benefit.

### **3. Flood**

The exclusion to Defined Event 8 for destruction or damage caused by Flood will not apply to Insured Property located in the State of Queensland. Our liability for destruction of or damage to any Insured Property located in Queensland caused by Flood is limited to the Sum Insured for this Optional Benefit in the Certificate of Insurance.

### **4. Playing Surfaces**

The insurance is extended to include the cost of repairing damage to outdoor playing surfaces at the Situation caused by:

- (a) vandals or malicious persons other than You or Your guests or Your directors, partners, officers, employees or members, or their guests;
- (b) fire occurring to Insured Property at the Situation for which We have admitted liability under this Section; or
- (c) the action of the fire fighting services, police or other emergency services in attending to their duties at the Situation.

### **5. Removal of Debris – Additional**

The limit of payment provided under Extra Benefit 11 Removal of Debris is increased from the limit applying to Extra Benefit 8 Removal of Debris by the Sum Insured shown for this Optional Benefit in the Certificate of Insurance.

### **6. Rewriting of Records – Additional**

The limit of payment provided under Extra Benefit 9 Rewriting of Records is increased from the limit applying to Extra Benefit 9 Rewriting of Records by the Sum Insured shown for this Optional Benefit in the Certificate of Insurance.

### **7. Transit – Additional**

The limit of payment provided under Extra Benefit 13 Transit is increased from the limit applying to Extra Benefit 13 Transit by the Sum Insured shown for this Optional Benefit in the Certificate of Insurance.

## Exclusions Applicable to this Section

We will not be liable for:

1. destruction of or damage to any electrical or electronic machine, plant, apparatus, appliance or device (including wiring) caused by electric current, unless caused by Defined Event 6 Lightning or Thunderbolt. Should, however, fire ensue We will be liable only for that part of the destruction or damage directly caused by the ensuing fire;
2. destruction of or damage to that part of the Insured Property undergoing construction, erection, alteration or addition when the value of work exceeds ten percent (10%) of the Sum Insured for the particular Insured Property or \$100,000, whichever is the lesser;
3. destruction or damage in respect of which any right which You may otherwise have had against any persons is excluded or limited by reason of any agreement entered into by You;
4. loss of use, loss of earning capacity or any other consequential loss; or
5. damage to or destruction of an interest in the Insured Property that is not Your interest.

## Conditions

### 1. Co-insurance

Co-Insurance applies where:

- (a) a percentage is expressed in the Co-Insurance column in the Certificate of Insurance against particular Insured Property ("the Co-Insurance Percentage");
- (b) the Sum Insured for that Insured Property in the Certificate of Insurance ("the Sum Insured") is less than the result produced by applying the Co-Insurance Percentage to the total value of all property of the same category or designation as the particular Insured Property owned by You at the Situation, whether insured under this Section or not ("the Total Value"); and
- (c) a claim is made under this Section where the extent of damage or destruction to the particular Insured Property exceeds five percent (5%) of the Sum Insured.

In cases to which this Condition applies, the amount payable in respect of the claim will be reduced so that We will be liable for no greater proportion of the damage or destruction than that which the Sum Insured bears to the result produced by applying the Co-Insurance Percentage to the Total Value.

For the purpose of this Condition, the Total Value is calculated by applying the appropriate basis under the "Basis of Settlement" provision to all property of the same category or designation as the particular Insured Property owned by You at the Situation as if all that property were Insured Property under this Section.

### 2. Hazardous Goods

Hazardous goods may be stored in or about any building at the Situation provided they are usual to the Business or any trade conducted at the Situation and the manner of storage and the quantity of hazardous goods stored does not contravene any Statute.

### 3. Flammable Liquid or Material – Storage or Use

Flammable liquid or material may be stored or used in or about any building at the Situation PROVIDED that the storage or use is in accordance with all relevant Statutes.

#### 4. Spraypainting

Spraypainting in or about any building at the Situation is allowed PROVIDED that it is in accordance with all relevant Statutes.

#### 5. Fire Detecting or Extinguishing Systems

All fire detecting or extinguishing systems installed in the Premises at the commencement of the Period of Insurance will not be replaced by a system of lesser effect or made inoperative without Our written consent. All systems will be kept in a proper state of repair and maintenance in accordance with all relevant Statutes and the relevant standards of the Standards Association of Australia.

#### 6. Escalation

On the happening of destruction of or damage to Insured Property (other than Stock) by an insured Defined Event or an applicable Optional Benefit, the Sum Insured for that Insured Property in the Certificate of Insurance will be deemed to have been increased at the end of the month immediately prior to the date on which the destruction or damage occurred to an amount ascertained in accordance with the formula:

$$S + \left( \frac{P \times S \times M}{12} \right)$$

##### Where:

**S** is the Sum Insured for the particular Insured Property in the Certificate of Insurance.

**P** is the amount expressed as a percentage which represents the projected escalation in the cost of repairs or replacement of the Insured Property destroyed or damaged. This amount will be computed by:

- (a) determining the price index for the last full period for which a price index was published immediately prior to the date on which the destruction or damage occurred;
- (b) determining the price index for the corresponding period in the previous year; and
- (c) expressing as a percentage, the increase between (a) and (b) (if any).

For the purposes of determining the price indices in (a) and (b), the most appropriate price index (as determined by Us), published by the Australian Bureau of Statistics for the capital city of the State or Territory in which the destroyed or damaged Insured Property was situated at the time of such destruction or damage, will be used.

**M** is the number of completed months up to the end of the month immediately prior to that in which the destruction or damage occurred, since the latest of the following:

- (a) the day of commencement of the Period of Insurance during which the destruction or damage occurred; or
- (b) the day on which the relevant Sum Insured was last altered.

#### 7. Reinstatement of Sum Insured

The amount by which any of the Sums Insured is reduced following insured destruction or damage will be automatically reinstated so that those Sums Insured revert to the Sums Insured immediately before the insured destruction or damage PROVIDED that You pay the additional premium required by Us.

#### 8. Salvage Disposal

We agree not to sell or dispose of any property which is acquired by Us as salvage following a claim without giving You the option to repurchase it at its salvage value, but this Condition does not give You the right to abandon property to Us.

## **9. Unoccupancy**

When the Premises is left without an inhabitant or regular attendant for any period in excess of thirty (30) consecutive days the insurance under this Section is suspended unless You obtain Our prior written agreement to continue the insurance.

## **10. Indexation**

When the Certificate of Insurance indicates that indexation applies, We will automatically adjust the Sums Insured for the Insured Property each year according to the most appropriate price index (as determined by Us) and any other relevant indices published by the Australian Bureau of Statistics. The premium payable will be based on the adjusted Sums Insured.

# Business Interruption Section 2

There are three (3) Parts available in this Section:

- Part A – Annual Revenue Basis
- Part B – Weekly Revenue Basis
- Part C – Critical Income Plus

Your Certificate of Insurance indicates which Part has been selected by You.

## Definitions Applicable to this Section

Unless the context otherwise requires, where the following words and expressions appear in or are read in conjunction with this Section, they will have the following meanings:

**Damage** – actual physical loss, destruction or damage from the operation of a peril or event insured against under Section 1 – Fire and Defined Events/Accidental Damage, Section 3 – Burglary/Theft (of Property other than Money), Section 4 – Money, Section 5 – Glass or Section 8 – Electronic Equipment (other than mechanical, electrical or electronic failure, malfunction or breakdown) of Your Policy.

**Premises** – the building or any part of the building at the Situation owned, occupied or used by You for the purpose of the Business.

**Rent Receivable** – the amount of the rent received or receivable (including base rental, turnover rental and contributions to outgoings) from the letting of the property at the Situation.

# Part A – Annual Revenue Basis

## Insurance

In the event of interruption of or interference with the Business as a direct consequence of Damage occurring during the Period of Insurance to the Premises or property used by You at the Premises, We will pay You in respect of each Item selected by You and shown in the Certificate of Insurance, the amount of the loss resulting from such interruption or interference.

PROVIDED that:

- (a) the payment is in accordance with the Basis of Settlement provision for the Item;
- (b) We have admitted liability in respect of such Damage under:
  - Section 1 – Fire and Defined Events/Accidental Damage,
  - Section 3 – Burglary/Theft (of Property other than Money),
  - Section 4 – Money,
  - Section 5 – Glass, or
  - Section 8 – Electronic Equipment (but other than in respect of mechanical, electrical or electronic failure, malfunction or breakdown)of Your Policy, or would have, except for the application of an Excess; and
- (c) Our liability in no case will exceed in respect of each Item the Sum Insured shown in the Certificate of Insurance for that Item.

The insurance under this Section provides protection with regard to loss –

Item 1 of Revenue

Item 2 comprising Additional Expenditure not recouped under Item 1

Item 3 in respect of Accounts Receivable (Book Debts)

Item 4 comprising Claim Preparation Expenses

## Definitions for Part A

Unless the context otherwise requires, where the following words and expressions appear in or are read in conjunction with this Part, they will have the following meanings:

**Revenue** – the money paid or payable to You as a:

- **Wholesaler or Retailer of Goods** – for goods sold and delivered in the course of the Business less the cost of any related purchases (after any discounts).
- **Motel Operator** – in respect of facilities, accommodation, food and drink made available and services rendered in connection with the Business, less the cost of any related purchases (after any discounts) and laundering and cleaning expenses.
- **Professional Practitioner or Consumer Services Provider** – for services rendered and work performed in connection with the Business.
- **Property Owner** – by tenants (being Rent Receivable).

**Indemnity Period** – the period beginning with the occurrence of the Damage during which the results of the Business are affected by the Damage but not exceeding the period of twelve (12) months specified in the Certificate of Insurance.

**Standard Revenue** – the Revenue earned within that period during the twelve (12) months immediately before the date of the occurrence of the Damage which corresponds with the Indemnity Period.\*

**Annual Revenue** – the Revenue earned during the twelve (12) months immediately before the date of the occurrence of the Damage.\*

\* adjusted, as may be necessary, for trends, variation in or other circumstances affecting the Business so that the adjusted figures will represent as far as possible the results which, but for the Damage, would have been obtained during the relative period after the occurrence of the Damage.

## Basis of Settlement

### Item 1 Revenue

This Item is limited to the loss of Revenue plus Increase in the Cost of Working.

The amount payable as indemnity under Item 1 will be:

- (a) in respect of the loss of Revenue – the amount by which the Revenue earned during the Indemnity Period falls short of the Standard Revenue, in consequence of the Damage; and
- (b) in respect of the Increase in Cost of Working – the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Revenue which, but for the additional expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the amount of reduction in Revenue thereby avoided,

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

PROVIDED that if the Sum Insured for this Item is less than eighty percent (80%) of the Annual Revenue, the amount payable pursuant to this Item will be reduced so that We will be liable for no greater proportion of the loss under this Item than that which the Sum Insured bears to eighty percent (80%) of the Annual Revenue.

### Item 2 Additional Expenditure

This Item is limited to such further additional expenditure beyond that recoverable under Item 1(b) as You necessarily and reasonably incur during the Indemnity Period in order to avoid or diminish the reduction in Revenue in consequence of the Damage.

### Item 3 Accounts Receivable (Book Debts)

The following conditions apply to this item:

This Item is limited to the loss sustained by You in respect of outstanding debit balances if You are unable to effect collection of the amounts owing to You as a direct result of Damage to records of accounts receivable.

We will also pay:

1. additional expenditure necessarily and reasonably incurred in tracing and establishing the amounts of accounts receivable; and
2. collection expenses in excess of normal collection expenses incurred in consequence of the Damage.

### **The following conditions apply to this Item 3:**

#### **1. Calculation of Accounts Receivable**

When there is proof that a loss covered by this Item has occurred, but You cannot accurately establish the total amount of accounts receivable outstanding at the date of the occurrence of the Damage, such amount will be computed by:

- (a) determining the total amount of accounts receivable outstanding on the last working day of the fiscal month which ended twelve (12) months before the beginning of the month in which the Damage occurs;
- (b) calculating as a percentage the average increase or decrease in the monthly total amounts of accounts receivable outstanding based on the total amount of accounts receivable outstanding on the last working day of each of the twelve (12) months immediately preceding the month in which the Damage occurs;
- (c) adjusting the amount determined under paragraph (a) by applying the percentage calculated in accordance with paragraph (b); and
- (d) adjusting the amount determined under paragraph (c) as may be necessary to provide for any variance from the amount so determined occurring prior to the occurrence of the Damage, but during the month in which it occurs, due consideration also being given to normal monthly trends in receipts.

#### **2. Deductions**

There will be deducted from the amount of accounts receivable, however established:

- (a) the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by You; and
- (b) an equitable amount to provide for doubtful debts.

### **Item 4 Claim Preparation Expenses – Additional**

This Item is limited to public accountants' fees and other reasonable expenses incurred by You in the preparation of a claim under this Section and any one of the following Sections:

Section 1 – Fire and Defined Events / Accidental Damage; Section 3 – Burglary / Theft (of Property other than Money); Section 4 – Money; Section 5 – Glass or Section 8 – Electronic Equipment (other than a claim in respect of mechanical, electrical or electronic failure, malfunction or breakdown), and which are not otherwise recoverable by You under Your Policy. The Sum Insured for this Item is in addition to the limit applying to Extra Benefit 10 – Claim Preparation Expenses.

### **The following conditions apply to this Item 4:**

#### **1. Accumulated Stocks**

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

#### **2. Alternative Trading**

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

### **3. Departmental**

If the Business is conducted in departments the independent trading results of which are ascertainable, the provisions of (a) and (b) of Item 1 will apply separately to each department affected by the Damage.

PROVIDED that if the Sum Insured for the Item is less than eighty percent (80%) of the aggregate Annual Revenue for each department of the Business (whether affected by the Damage or not), the amount payable pursuant to the Item will be reduced so that We will be liable for no greater proportion of the loss under the Item than that which the Sum Insured bears to eighty percent (80%) of the aggregate Annual Revenue.

For the purposes of this clause, the Rent Receivable from letting of property at the Situation will be regarded as the proceeds of one such department.

### **4. New Business**

In the event of Damage occurring before the end of the first financial year of the Business, the results of the Business to the date of the occurrence of the Damage will be used as the basis on which to assess any loss.

# Part B – Weekly Revenue Basis

## Insurance

In the event of interruption of or interference with the Business as a direct consequence of Damage occurring during the Period of Insurance to the Premises or property used by You at the Premises, We will pay You in respect of each Item selected by You and shown in the Certificate of Insurance, the amount of the loss resulting from such interruption or interference.

PROVIDED that:

- (a) the payment is in accordance with the Basis of Settlement provision for the Item;
- (b) We have admitted liability in respect of such Damage under:

Section 1 – Fire and Defined Events / Accidental Damage,  
Section 3 – Burglary / Theft (of Property other than Money),  
Section 4 – Money,  
Section 5 – Glass; or

Section 8 – Electronic Equipment (but other than in respect of mechanical, electrical or electronic failure, malfunction or breakdown)

of Your Policy, or would have, except for the application of an Excess; and

- (c) Our liability in no case will exceed in respect of each Item the Sum Insured shown in the Certificate of Insurance for that Item.

The insurance under this Section provides protection with regard to loss –

Item 1 of Weekly Revenue

Item 2 comprising Additional Expenditure

Item 3 in respect of Accounts Receivable (Book Debts)

Item 4 comprising Claim Preparation Expenses

## Definitions for Part B

Unless the context otherwise requires, where the following words and expressions appear in or are read in conjunction with this Part, they will have the following meanings:-

**Weekly Revenue** – the money paid or payable to You each week as a:

- **Wholesaler or Retailer of Goods** – for goods sold and delivered in the course of the Business less the cost of any related purchases (after any discounts).
- **Motel Operator** – in respect of facilities, accommodation, food and drink made available and services rendered in connection with the Business, less the cost of any related purchases (after any discounts) and laundering and cleaning expenses.
- **Professional Practitioner or Consumer Services Provider** – for services rendered and work performed in connection with the Business.
- **Property Owner** – by tenants (being Rent Receivable).

**Indemnity Period** – the period beginning with the occurrence of the Damage during which the results of the Business are affected by the Damage and ending at the earliest of either:

- (a) the expiration of the maximum period specified in the Certificate of Insurance; or
- (b) when Weekly Revenue during the period equals or exceeds ninety-five percent (95%) of Standard Weekly Revenue.

**Standard Weekly Revenue** – the Weekly Revenue each week in that period during the fifty-two (52) weeks immediately before the date of the occurrence of the Damage which corresponds with the Indemnity Period, adjusted, as may be necessary, for trends, variations in or other circumstances affecting the Business, so that the adjusted figure will represent as far as possible the weekly results which, but for the Damage, would have been obtained during the relative period after the occurrence of the Damage.

## Basis of Settlement

### Item 1 Weekly Revenue

This Item is limited to the loss of Weekly Revenue and the amount payable as indemnity under Item 1 will be the amount by which the Weekly Revenue during the Indemnity Period falls short of the Standard Weekly Revenue in consequence of the Damage.

### Item 2 Additional Expenditure

This Item is limited to such further additional expenditure beyond Your usual expenditure as You necessarily and reasonably incur during the Indemnity Period in order to avoid or diminish the reduction in Weekly Revenue in consequence of the Damage.

### Item 3 Accounts Receivable (Book Debts)

This Item is limited to the loss sustained by You in respect of outstanding debit balances if You are unable to effect collection of the amounts owing to You as a direct result of Damage to records of accounts receivable.

We will also pay:

- (a) additional expenditure necessarily and reasonably incurred in tracing and establishing the amounts of accounts receivable; and
- (b) collection expenses in excess of normal collection expenses incurred in consequence of the Damage.

### The following conditions apply to this Item 3:

#### 1. Calculation of Accounts Receivable

When there is proof that a loss covered by this Item has occurred, but You cannot accurately establish the total amount of accounts receivable outstanding at the date of the occurrence of the Damage, such amount will be computed by:

- (a) determining the total amount of accounts receivable outstanding on the last working day of the fiscal month which ended twelve (12) months before the beginning of the month in which the Damage occurs;
- (b) calculating as a percentage the average increase or decrease in the monthly total amounts of accounts receivable outstanding based on the total amount of accounts receivable outstanding on the last working day of each of the twelve (12) months immediately preceding the month in which the Damage occurs;
- (c) adjusting the amount determined under paragraph (a) by applying the percentage calculated in accordance with paragraph (b); and

- (d) adjusting the amount determined under paragraph (c) as may be necessary to provide for any variance from the amount so determined occurring prior to the occurrence of the Damage, but during the month in which it occurs, due consideration also being given to normal monthly trends in receipts.

## **2. Deductions**

There will be deducted from the amount of accounts receivable, however established:

- (a) the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by You; and
- (b) an equitable amount to provide for doubtful debts.

### **Item 4 Claim Preparation Expenses – Additional**

This Item is limited to public accountants' fees and other reasonable expenses incurred by You in the preparation of a claim under this Section and any one of the following Sections:

Section 1 – Fire and Defined Events / Accidental Damage; Section 3 – Burglary / Theft (of Property other than Money); Section 4 – Money; Section 5 – Glass or Section 8 – Electronic Equipment (other than a claim in respect of mechanical electrical or electronic failure, malfunction or breakdown),

and which are not otherwise recoverable by You under Your Policy. The Sum Insured for this Item is in addition to the limit applying to Extra Benefit 10 – Claim Preparation Expenses.

### **The following conditions apply to this Item 4:**

#### **1. Accumulated Stocks**

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

#### **2. Alternative Trading**

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

#### **3. New Business**

In the event of Damage occurring before the end of the first financial year of the Business, the results of the Business to the date of the occurrence of the Damage will be used as the basis on which to assess any loss.

# Part C – Critical Income Plus

## Insurance

In the event of interruption of or interference with the Business as a direct consequence of Damage occurring during the Period of Insurance to the Premises or property used by You at the Premises, We will pay You in respect of each Item selected by You and shown in the Certificate of Insurance, the amount of the loss resulting from such interruption or interference.

PROVIDED that:

- (a) the payment is in accordance with the Basis of Settlement provision for the Item;
- (b) We have admitted liability in respect of such Damage under:
  - Section 1 – Fire and Defined Events / Accidental Damage,
  - Section 3 – Burglary / Theft (of Property other than Money),
  - Section 4 – Money,
  - Section 5 – Glass; or
  - Section 8 – Electronic Equipment (but other than in respect of mechanical, electrical or electronic failure, malfunction or breakdown) of Your Policy, or would have, except for the application of an Excess; and
- (c) Our liability in no case will exceed in respect of each Item the Sum Insured shown in the Certificate of Insurance for that Item.

The insurance under this Section provides protection with regard to loss –

Item 1 of Critical Income

Item 2 of Additional Expenditure

Item 3 in respect of Accounts Receivable (Book Debts)

Item 4 comprising Claim Preparation Expenses

Item 5 by the payment of Wages

Item 6 of Rent Receivable

## Definitions for Part C

Unless the context otherwise requires, where the following words and expressions appear in or are read in conjunction with this Part, they will have the following meanings:

**Annual Rent Receivable** – the Rent Receivable during the twelve (12) months immediately before the date of the occurrence of the Damage.\*

**Annual Turnover** – the Turnover during the twelve (12) months immediately before the date of the occurrence of the Damage.\*

**Rate of Critical Income** – the rate of Critical Income, expressed as a percentage, earned on the Turnover during the financial year immediately before the date of the occurrence of the Damage.\*

**Standard Rent Receivable** – the Rent Receivable during that period in the twelve (12) months immediately before the date of the occurrence of the Damage which corresponds with the Indemnity Period.\*

**Standard Turnover** – the Turnover during that period in the twelve (12) months immediately before the date of the occurrence of the Damage which corresponds with the Indemnity Period.\*

\* to which such adjustment will be made, as may be necessary, to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the occurrence of the Damage or which would have affected the Business had the Damage not occurred, so that the adjusted figures will represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the occurrence of the Damage.

**Critical Income** – the amount by which the sum of the Turnover and the amount of the closing stock exceeds the sum of the opening stock and the amount of the Uninsured Working Expenses.

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

**Indemnity Period** – the period beginning with the occurrence of the Damage during which the results of the Business are affected by the Damage but not exceeding the maximum period specified in the Certificate of Insurance.

**Shortage in Turnover** – the amount by which the Turnover during a period will, in consequence of the Damage, fall short of the part of the Standard Turnover which related to that period.

**Turnover** – the amount (less discounts allowed) paid or payable to You for goods sold and delivered and for services rendered in the course of the Business at the Premises.

**Uninsured Working Expenses** – the working expenses of the Business in respect of which You have elected not to insure under this Section, and which are specified in the Certificate of Insurance.

**Wages** – the remuneration (including bonuses, holiday pay, and other payments pertaining to wages) of all employees other than those whose remuneration is treated as salaries in Your books of account.

## Basis of Settlement

### Item 1 Critical Income

This Item is limited to the loss of Critical Income due to a reduction in Turnover and the Increase in the Cost of Working.

The amount payable as indemnity under Item 1 will be:

- (a) in respect of reduction in Turnover – the sum produced by applying the Rate of Critical Income to the Shortage in Turnover during the Indemnity Period; and
- (b) in respect of the Increase in Cost of Working – the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which, but for the expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Critical Income to the amount of reduction thereby avoided,

LESS any sum saved during the Indemnity Period in respect of such charges and expenses of the Business payable out of Critical Income as may cease or be reduced in consequence of the Damage.

PROVIDED that if the Sum Insured for this Item is less than eighty percent (80%) of the sum produced by applying the Rate of Critical Income to the Annual Turnover (or its proportionately increased multiple where the Indemnity Period exceeds twelve (12) months), the amount payable pursuant to this Item will be reduced so that We will be liable for no greater proportion of the loss under this Item than that which the Sum Insured bears to eighty percent (80%) of the latter sum.

### **Item 2 Additional Expenditure**

This Item is limited to such further additional expenditure beyond that recoverable under Items 1(b) and 6(b) as You necessarily and reasonably incur during the Indemnity Period in order to avoid or diminish the reduction in Turnover in consequence of the Damage.

### **Item 3 Accounts Receivable (Book Debts)**

This item is limited to the loss sustained by You in respect of outstanding debit balances if You are unable to effect collection of the amounts owing to You as a direct result of Damage to records of accounts receivable.

We will also pay:

- (a) additional expenditure necessarily and reasonably incurred in tracing and establishing the amounts of accounts receivable; and
- (b) collection expenses in excess of normal collection expenses incurred in consequence of the Damage.

### **The following conditions apply to this Item 3:**

#### **1. Calculation of Accounts Receivable**

When there is proof that a loss covered by this Item has occurred, but You cannot accurately establish the total amount of accounts receivable outstanding at the date of the occurrence of the Damage, such amount will be computed by:

- (a) determining the total amount of accounts receivable outstanding on the last working day of the fiscal month which ended twelve (12) months before the beginning of the month in which the Damage occurs;
- (b) calculating as a percentage the average increase or decrease in the monthly total amounts of accounts receivable outstanding based on the total amount of accounts receivable outstanding on the last working day of each of the twelve (12) months immediately preceding the month in which the Damage occurs;
- (c) adjusting the amount determined under paragraph (a) by applying the percentage calculated in accordance with paragraph (b); and
- (d) adjusting the amount determined under paragraph (c) as may be necessary to provide for any variance from the amount so determined occurring prior to the occurrence of the Damage, but during the month in which it occurs, due consideration also being given to normal monthly trends in receipts.

#### **2. Deductions**

There will be deducted from the amount of accounts receivable, however established:

- (a) the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by You; and
- (b) an equitable amount to provide for doubtful debts.

#### **Item 4 Claim Preparation Expenses – Additional**

This Item is limited to public accountants' fees and other reasonable expenses incurred by You in the preparation of a claim under this Section and any one of the following Sections:

Section 1 – Fire and Defined Events / Accidental Damage; Section 3 – Burglary / Theft (of Property other than Money); Section 4 – Money; Section 5 – Glass or Section 8 – Electronic Equipment (other than a claim in respect of mechanical, electrical or electronic failure, malfunction or breakdown)

and which are not otherwise recoverable by You under Your Policy. The Sum Insured for this Item is in addition to the limit applying to Extra Benefit 10 – Claim Preparation Expenses.

#### **Item 5 Wages**

This Item is limited to the loss incurred by You by the payment of Wages for a period beginning with the occurrence of the Damage and ending not later than the expiration of the Period of Wages Liability shown in the Certificate of Insurance.

The amount payable under this Item will be the actual amount which You will pay as Wages for such period to employees whose services cannot in consequence of the Damage be utilised by You at all and an equitable part of the Wages paid for such period to employees whose services cannot in consequence of the Damage be utilised by You to the full.

PROVIDED that if the Sum Insured for this Item is less than the total amount of the Wages that would have been paid during a period equal to the Period of Wages Liability immediately following the occurrence of the Damage, had the Damage not occurred, the amount payable will be proportionately reduced by the proportion which the Sum Insured bears to the latter sum.

#### **Item 6 Loss of Rent Receivable**

This Item is limited to loss of Rent Receivable and Additional Expenditure.

The amount payable will be:

- (a) in respect of loss of Rent Receivable – the amount by which the Rent Receivable during the Indemnity Period falls short of the Standard Rent Receivable, in consequence of the Damage; and
- (b) in respect of Additional Expenditure – the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Rent Receivable which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the amount of the reduction in Rent Receivable thereby avoided,

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

PROVIDED that if the Sum Insured for this Item is less than eighty percent (80%) of the Annual Rent Receivable (or its proportionately increased multiple where the Indemnity Period exceeds twelve (12) months), the amount payable pursuant to this Item will be reduced so that We will be liable for no greater proportion of the loss under this Item than that which the Sum Insured bears to eighty percent (80%) of the Annual Rent Receivable (or its proportionately increased multiple, if appropriate).

#### **The following conditions apply to this Item 6:**

##### **1. Accumulated Stocks**

In adjusting any loss, account will be taken and equitable allowance made, if any loss of Critical Income in consequence of the Damage is postponed by reason of the Turnover being temporarily maintained from accumulated stocks of finished goods.

## **2. Alternative Trading**

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

## **3. Departmental**

If the Business is conducted in departments the independent trading results of which are ascertainable, the provisions of paragraphs (a) and (b) of Item 1 will apply separately to each department affected by the Damage. PROVIDED that if the Sum Insured for the Item is less than eighty percent (80%) of the aggregate of the sums produced by applying the Rate of Critical Income to the Annual Turnover (or its proportionately increased multiple where the Indemnity Period exceeds twelve (12) months) for each department of the Business (whether affected by the Damage or not), the amount payable pursuant to the Item will be reduced so that We will be liable for no greater proportion of the loss under the Item than that which the Sum Insured bears to eighty percent (80%) of the said aggregate.

For the purposes of this clause, the Rent Receivable from letting of property at the Situation will be regarded as the proceeds of one such department.

## **4. New Business**

In the event of Damage occurring before the end of the first financial year of the Business, the results of the Business to the date of the occurrence of the Damage will be used as the basis on which to assess any loss.

# Common Clauses to Parts A, B & C

The following provisions, Sum Insured, Excess, Extra Benefits, Optional Benefits and Conditions are applicable to Parts, A, B and C.

## Sum Insured

Our liability to You will in no case exceed in respect of each Item the Sum Insured expressed against that Item in the Certificate of Insurance.

Any limits stated under Extra Benefits are within the total Sum Insured of this Section and not additional to the total Sum Insured.

## Extra Benefits

This Section is extended to include the following Extra Benefits. Extra Benefits 1 to 9 inclusive are payable PROVIDED that the Sum Insured expressed against the relevant Item(s) in the Certificate of Insurance is not otherwise exhausted.

We will pay You for (depending on the Part of this Section which is applicable to You):

- (a) loss of Revenue;
- (b) loss of Weekly Revenue; or
- (c) loss of Critical Income,

resulting from interruption of or interference with the Business as a direct result of Damage (occurring during the Period of Insurance) to:

### 1. Customers and Suppliers – Unspecified

the premises of any of Your customers and suppliers anywhere in the Commonwealth of Australia, or property at those premises, up to an amount not exceeding ten percent (10%) of the Sum Insured, PROVIDED that Your loss is not otherwise insured by any applicable Optional Benefit included in this Section;

### 2. Prevention of Access

property, or intervention of any lawful authority resulting from threat of Damage to property in the vicinity of the Premises, which prevents access to or hinders the use of the Premises;

### 3. Public Utilities

the public telecommunications system or the public electricity, gas or water supply/distribution systems, from which You obtain the direct and immediate supply of telecommunication services or electricity, gas or water.

This Extra Benefit will not apply in respect of Revenue, Weekly Revenue or Critical Income lost during the forty-eight (48) hours immediately following the Damage.

In any event, Our total liability under this Extra Benefit will not exceed ten percent (10%) of the Sum Insured;

#### **4. Computer Facilities**

computer installations, including ancillary equipment and data processing media, utilised by You in the Commonwealth of Australia other than at the Situation.

This Extra Benefit will not apply in respect of Revenue, Weekly Revenue or Critical Income lost during the forty-eight (48) hours immediately following the Damage.

In any event, Our total liability under this Extra Benefit will not exceed ten percent (10%) of the Sum Insured;

#### **5. Roads, Bridges and Railway Lines**

roads, bridges and railway lines within the Commonwealth of Australia over which raw materials and stock are conveyed to and from the Premises, up to an amount not exceeding ten percent (10%) of the Sum Insured.

For the purpose of this Extra Benefit, "Damage" does not include damage by Flood, (whether included under Section 1 – Fire and Defined Events/Accidental Damage of Your Policy, or not);

#### **6. Storage Sites / Temporary Removal**

Your property stored at any premises in the Commonwealth of Australia not occupied by You, up to an amount not exceeding ten percent (10%) of the Sum Insured.

For the purpose of this Extra Benefit, "Damage" does not include damage by Flood, (whether included under Section 1 – Fire and Defined Events/Accidental Damage of Your Policy, or not); or

#### **7. Transit**

Your property while in transit within the Commonwealth of Australia and elsewhere than at premises occupied by You, up to an amount not exceeding ten percent (10%) of the Sum Insured.

For the purpose of this Extra Benefit, "Damage" does not include damage by Flood, (whether included under Section 1 – Fire and Defined Events/Accidental Damage of Your Policy, or not).

#### **8. Explosion of Pressure Vessels**

the premises caused by an explosion, during the Period of Insurance, of pressure vessels such as, but not limited to, boilers, compressors and air receivers which require certification under any Statute; or

#### **9. Infectious Disease**

We will also pay You for (depending on the part of this Section which is applicable to You):

- (a) loss of Revenue;
- (b) loss of Weekly Revenue; or
- (c) loss of Critical Income,

resulting from interruption of or interference with the Business as a direct result of the closure or evacuation of the whole or part of the Premises during the Period of Insurance by order of a competent government, public or statutory authority as a result of;

- (i) infectious or contagious human disease occurring at the Situation;
- (ii) the outbreak of a notifiable human infectious or contagious disease occurring within twenty (20) kilometres radius of the Situation; or
- (iii) murder or suicide occurring at the Situation.

PROVIDED that , we will not insure you under this additional benefit for:

- (A) any costs arising from cleaning, repairing or checking the Situation
- (B) any loss directly or indirectly caused by or arising from, or in consequence of, or contributed by any Quarantinable Disease, (as that term is defined in the Quarantine Act (C'th) 1908 and any subsequent amendment), or Highly Pathogenic Avian Influenza.

## 10. Claim Preparation Expenses

This Extra Benefit is only payable provided We have admitted liability under this Section.

We will also pay public accountants' fees and other reasonable expenses incurred by You in the preparation of a claim under this Section and any one of the following Sections:

Section 1 – Fire and Defined Events / Accidental Damage; Section 3 – Burglary / Theft (of Property other than Money); Section 4 – Money; Section 5 – Glass and Section 8 – Electronic Equipment (other than a claim in respect of mechanical, electrical or electronic failure, malfunction or breakdown).

Our liability under this Extra Benefit is limited to \$1,000 for each claim.

## Optional Benefits

The following Optional Benefits do not apply automatically. They apply when You have requested their inclusion in this Section, and the Certificate of Insurance has been endorsed by Us noting the inclusion.

### 1. Customers' and Suppliers' Premises – Specified

If the Business is interrupted or interfered with as the direct result of Damage occurring during the Period of Insurance at Premises not owned or occupied by You and specified in the Certificate of Insurance as either customers' or suppliers' Premises, then the loss (as insured by this Section) suffered by You as a direct result of such interruption or interference will be deemed to be loss resulting from Damage to the Premises.

PROVIDED that Our liability under this Optional Benefit in respect of each of the Items will not exceed the percentage shown against each customer or supplier of the Sum Insured.

### 2. Penalties and Damages

Regardless of the provisions of General Exclusion 1 Fines or Penalties, the insurance is extended to cover penalty charges and liquidated damages which You become legally liable to pay as a direct result of Damage occurring during the Period of Insurance and which causes Your failure to complete, or your late completion of, an order pursuant to a contract.

PROVIDED We will only be liable under this Optional Benefit where You have obtained Our prior approval to pay the penalty charge or liquidated damages.

# Conditions

## 1. Cessation of Business

If, after the commencement of the Indemnity Period following Damage, You cease to conduct the Business, whether on a voluntary or involuntary basis, the Indemnity Period will end from that date, unless We agree to its continuance.

## 2. Claims Procedure

- (a) On the happening of any event giving rise to or likely to give rise to a claim under this Section, You will:
- (i) immediately give Us written notice of it;
  - (ii) deliver to Us within fourteen (14) days of the event, a written statement, certified by an Accountant, containing, as far as is reasonably practicable, all particulars and details of the loss; and
  - (iii) produce and furnish to Us all books of account and other business books, invoices, vouchers and other documents, proofs, information, explanations and other evidence and facilities as may reasonably be required for the investigation and verification of the claim and, if required by Us or Our representative, provide a statutory declaration in verification of the particulars.
- (b) No claim under this Section will be payable unless the terms of this Condition 2 have been complied with. In the event of non-compliance with this Condition 2 in any respect, We will be entitled to reduce Our liability in respect of the claim by the extent to which We have been prejudiced by the non-compliance and (where We have already made payment to You on account of the claim) You will repay to Us immediately such amount as We require to be repaid.
- (c) Nothing in this Condition is intended to restrict or limit Your obligations under General Condition 2 Claims – Procedure. In the event of a conflict between the requirements of this Condition and that General Condition in relation to a claim under this Section, this Condition will prevail.
- (d) For the purpose of this Condition, “Accountant” means a professional accountant appointed by You in consultation with Us. In the event of a disagreement between You and Us as to the accountant to be appointed, the Accountant will be nominated by the State President of the Institute of Chartered Accountants in Australia or the Australian Society of Certified Practising Accountants.

## 3. Due Diligence

You will use due diligence and do all things reasonably practicable to prevent or diminish any loss to, or any interruption of, or interference with, the Business.

## 4. Reinstatement of Sum Insured

The amount by which any of the Sums Insured is reduced following Damage will be automatically reinstated so that those Sums Insured revert to the Sums Insured immediately before the Damage PROVIDED that You pay the additional premium required by Us.

# Burglary/Theft (of Property other than Money) Section 3

Please note if Your building is a Home Building You should also read Part B of this PDS.

## Insurance

In the event of loss of or damage to any of the Insured Property occurring during the Period of Insurance and directly caused by theft or attempted theft that is:

- (a) consequent upon actual forcible and violent entry upon the Premises;
- (b) consequent upon armed hold-up or the direct threat of physical violence; or
- (c) by a person feloniously concealed within the Premises during Business Hours who, after Business Hours, breaks out of the Premises,

We will at Our option:

- (i) pay to You the Value of the Insured Property lost or damaged or the amount of the damage to the Insured Property; or
- (ii) repair, restore or substitute property for the Insured Property lost or damaged.

## Definitions

Unless the context otherwise requires, where the following words and expressions appear in or are read in conjunction with this Section, they will have the following meanings:

**Business Hours** – Your normal working and office hours (including overtime) when You or Your directors, officers, partners or employees are on the Premises for the purpose of the Business.

**Premises** – that part of any building at the Situation used by You for the purpose of the Business but excluding that part of the building which is not fully enclosed.

**Safe** – a burglar-resistant container which has been designed to resist fire and attack by hand-held or power-operated tools and has been specifically designed for the storage of money and valuables.

**Strongroom** – a burglar-resistant structure constructed of masonry and steel which has been designed to resist fire and attack by hand-held or power-operated tools and has been specifically designed for the storage of money and valuables.

**Value** – the cost at the time and place of the theft or attempted theft, of replacing the Insured Property with equivalent property in new condition. Without intending to limit this definition, that means when the Insured Property is Stock in Trade, We will also pay reasonable transport, processing and handling charges incurred by You and attributable to the subject property.

## Insured Property

The property insured under this Section is limited to property either owned by You or for which You are legally liable and only when located within the Premises.

Insured Property is designated by You under the following Items. The Items for which the insurance under this Section is operative and the respective Sums Insured are shown in the Certificate of Insurance.

**Item 1 Stock in Trade** comprising tobacco, cigars, cigarettes and smokers' requisites.

**Item 2 Stock in Trade** (other than Item 1) and Clients' or Customers' Goods when in Your physical and legal control and for which You are legally liable.

**Item 3 Contents** including movable and fixed plant, furniture, fixtures and fittings, tools of trade, used in the Business, BUT excluding:

- (a) property which can be insured under any other Item;
- (b) livestock;
- (c) motor vehicles and accessories in or on them;
- (d) craft designed for use on water or in the air and accessories for them
- (e) gaming, vending and amusement devices;
- (f) collections such as stamp collections and the like; and
- (g) any antique, curiosity, painting or other work of art of a value greater than the Specified Amount in the Certificate of Insurance.

PROVIDED that the Sum Insured under this Item is not otherwise exhausted, the Insured Property the subject of this Item extends to include individual members' and employees' property situated in the Premises, subject to an overall limit of ten percent (10%) of the Sum Insured for this Item and a sub-limit of two percent (2%) of the same Sum Insured in respect of the property of any one member or employee.

**Item 4 Damage to Tenanted Premises – Additional** comprises the cost of repairing damage to the Premises in which You are a tenant and for which You are legally liable to pay in accordance with the terms of Your lease. The Sum Insured for this Item is in addition to the limit applying to Extra Benefit 8 Tenanted Premises.

**Item 5 Specified Item(s)** comprising property that requires specific description because of its individuality and/or its substantial value.

## Sum Insured

Our liability during any one Period of Insurance is limited in respect of each Item of Insured Property to the Sum Insured shown for that particular Item in the Certificate of Insurance.

## Extra Benefits

This Section is extended to include the following Extra Benefits.

Unless indicated otherwise, the amount payable by Us is in addition to the relevant Sum Insured.

### 1. Clothing and Personal Property

Provided it is not otherwise insured, We will pay for loss of or damage to clothing and personal property belonging to You or Your directors, partners, officers, employees or members sustained during a theft or attempted theft of Insured Property occurring during the Period of Insurance and insured by this Section.

The limit of Our liability under this Extra Benefit is \$1,000 for any one event.

## **2. Employee Dishonesty**

The insurance is extended to cover loss of Insured Property by theft or dishonesty by any of Your employees occurring during the Period of Insurance, which is discovered within twenty-one (21) days of its occurrence.

Exclusion 3 so far as it relates to loss or damage due to theft or attempted theft committed by an employee, does not apply to this Extra Benefit.

The limit of Our liability under this Extra Benefit is limited to \$1,000 during any one Period of Insurance.

## **3. Keys and Locks**

We will pay the cost of:

(a) replacing keys and locks that are used to lock Your Safe, Strongroom or Premises and which are lost, damaged or copied; and

(b) opening Safes or Strongrooms,

as a result of theft or attempted theft of Insured Property occurring during the Period of Insurance and insured by this Section.

The limit of Our liability under this Extra Benefit is \$1,000 for any one event.

## **4. Rewriting of Records**

We will pay the clerical, legal, research and other costs necessarily and reasonably incurred by You in the reinstatement, reproduction or restoration of Your business records, documents, manuscripts, plans, specifications and writings lost or damaged and which are the subject of a claim under this Section in respect of which We have admitted liability.

PROVIDED that this Extra Benefit will not indemnify You in respect of either the value to You of the information in or on such records, documents, manuscripts, plans, specifications and writings, or the cost of the materials.

Our liability under this Extra Benefit is limited to \$3,000 for any one event.

## **5. Safe and Strongroom**

We will pay for loss of or damage to Your Safe or Strongroom as a result of theft or attempted theft of Insured Property occurring during the Period of Insurance and insured by this Section.

The limit of Our liability under this Extra Benefit is \$1,000 for any one event.

## **6. Seasonal Increase – Stock in Trade**

When Item(s) 1 and/or 2 under this Section are insured, then the Sum(s) Insured for Item(s) 1 and/or 2 in the Certificate of Insurance are increased by thirty percent (30%) for the period(s) (not exceeding in total ninety (90) days) specified in the Certificate of Insurance under the heading "Seasonal Increase – Stock" for Section 1 – Fire and Defined Events/Accidental Damage of Your Policy.

Where no such period(s) is (are) shown in the Certificate of Insurance, the thirty percent (30%) increase will apply for a period of sixty (60) days ending at 4:00 pm on the fifteenth day of January, and a period of thirty (30) days ending at 4:00 pm on the fifth day following the gazetted Good Friday public holiday.

PROVIDED that nothing in this Extra Benefit will be taken to extend the insurance beyond the Period of Insurance.

## **7. Temporary Protection and Security Guards**

We will pay the costs necessarily and reasonably incurred by You in effecting temporary protection and the employment of guards/watchmen to safeguard the Insured Property as a result of theft or attempted theft of Insured Property occurring during the Period of Insurance and insured by this Section.

Our liability under this Extra Benefit is limited to \$3,000 for any one event.

## **8. Tenanted Premises**

We will pay the cost of repairing damage to the Premises in which You are a tenant and for which You are legally liable to pay in accordance with the terms of Your lease, PROVIDED such damage occurs as a result of theft or attempted theft of Insured Property during the Period of Insurance.

The limit of Our liability under this Extra Benefit is \$1,000 for any one event.

## **9. Theft Without Forcible Entry (Does Not Apply to Stock in Trade or Client or Customer Goods)**

The Insurance is extended to cover loss or damage by theft or attempted theft of Insured Property other than Stock in Trade or Clients or Customers Goods occurring during the Period of Insurance from the Premises whether there is actual forcible and violent entry or not, but excluding theft or attempted theft from any open-sided structure, such as, but not limited to, verandas or yards or other open spaces whether they are partially or fully enclosed.

This Extra Benefit does not cover loss as a result of unexplained disappearance, unexplained or inventory shortage or loss, disappearance resulting from clerical or accounting errors or shortage in supply or delivery to or from You.

The limit of Our liability under this Extra Benefit is \$1,000 for any one event, and an Excess of \$100 applies for any one event.

## **10. Theft of External Property**

The insurance is extended to cover loss or damage by theft of Contents during the Period of Insurance from outside the Premises PROVIDED that such Contents are securely and permanently affixed (by means other than the connection to a power point) to the Premises.

Our liability under this Extra Benefit is limited to the lesser of \$2,500 or the Sum Insured for Contents shown in the Certificate of Insurance for any one event. The Excess that applies to the Extra Benefit is the higher of the Excess shown on the Certificate of Insurance or \$200.

# **Optional Benefits**

The following Optional Benefit does not apply automatically. It applies when You have requested its inclusion in this Section, and the Certificate of Insurance has been endorsed by Us noting the inclusion.

The limit of Our liability for the Optional Benefit included is the Sum Insured expressed against that particular Optional Benefit in the Certificate of Insurance.

## **1. Rewriting of Records – Additional**

The limit of payment provided under Extra Benefit 4 Rewriting of Records is increased from the limit applying to Extra Benefit 4 Rewriting of Records by the Sum Insured shown for this Optional Benefit in the Certificate of Insurance.

# Warranties

The following Warranties apply when their designated number is shown in the Certificate of Insurance.

## **W1 Alarm Systems**

When a burglar alarm is installed upon the Premises, You must ensure that it is:

- (a) not changed, removed or replaced without Our written permission;
- (b) regularly tested and maintained in accordance with the manufacturer's recommendations; and
- (c) engaged and operational during the time that the Premises are unoccupied by You or persons authorised by You.

## **W2 Security**

When a security item or procedure is in use at the Premises, You must ensure that it is:

- (a) not changed, removed or replaced without Our written permission;
- (b) regularly tested and maintained in efficient working order; and
- (c) engaged and operational during the time that the Premises are unoccupied by You or persons authorised by You.

## **W3 Adult Presence**

You must ensure that a responsible and capable person of not less than eighteen (18) years of age is at all times present in the Premises and in actual charge of the Insured Property.

## **W4 Jewellery – Non-Business Hours Security**

You must ensure that all precious stones, gold and silver articles, jewellery, watches, trinkets, ornaments and other items of jewellery which are individually of a value greater than the Specified Amount for this Warranty in the Certificate of Insurance, are kept securely locked during non-Business Hours in a Safe or Strongroom specifically approved by Us.

# Exclusions

We will not be liable for:

1. loss of or damage to:
  - (a) current coins, bank notes, currency notes, cheques, credit card vouchers, money orders, postal orders, unused postage and revenue stamps, telephone cards, metropolitan transport tickets, instant lottery tickets, and negotiable securities, notes and instruments; or
  - (b) documents, manuscripts, books of account, patterns, models, moulds, plans or designs, unless specially insured under Item 5 Specified Item(s);
2. loss from a Safe or Strongroom opened by a key or by use of details of a combination unless the key or combination of the Safe or Strongroom:
  - (a) is held for safe custody during Business Hours by You or a responsible and capable person of not less than eighteen (18) years of age authorised by You to hold such key or combination; and
  - (b) is removed by a responsible person from the Premises whenever closed for business PROVIDED that if that person lives on the Premises, the key or combination will be removed to the residential portion during non-Business Hours.

This Exclusion will not apply to losses where the key or combination is obtained by use of, or the direct threat of physical violence to You or Your director, partner, officer, employee or member;

3. loss or damage due to theft or any attempted theft committed by:
  - (a) You or Your director, partner, officer, employee or member, or a member of Your family; or
  - (b) any person or persons while lawfully on the Premises;
4. loss or damage arising during or in consequence of:
  - (a) earthquake, subterranean fire, volcanic eruption; or
  - (b) riot, civil commotion,UNLESS You prove that such loss or damage was not caused or occasioned by such event or occurrence;  
or
5. consequential loss of any kind or description whatsoever.

## Conditions

### 1. Reinstatement of Sum Insured

The amount by which any of the Sums Insured is reduced following insured loss or damage will be automatically reinstated once only in any one Period of Insurance so that those Sums Insured revert to the Sums Insured immediately before the insured loss or damage PROVIDED that You pay the additional premium required by Us.

Subsequent reinstatement of the Sums Insured will not be automatic and will only be effected on such terms as We agree with You in writing.

### 2. Unoccupancy

When the Premises containing Insured Property is left without an inhabitant or regular attendant for any period in excess of thirty (30) consecutive days the insurance is suspended unless You obtain Our prior written agreement to continue the insurance.

# Money

## Section 4

### Insurance

In the event of loss or destruction of or damage to any of the Insured Property We will indemnify You for such loss, destruction or damage occurring during the Period of Insurance and resulting from any cause not otherwise excluded by this Section.

### Definitions

Unless the context otherwise requires, where the following words and expressions appear in or are read in conjunction with this Section, they will have the following meanings:

**Bank** – a bank as defined in the Commonwealth Banking Act or a building society or credit union as defined in the Financial Institutions Code of any State or Territory.

**Business Hours** – Your normal working and office hours (including overtime) when You or Your directors, partners, officers or employees are on the Premises for the purpose of the Business.

**Money** – current coins, bank notes, currency notes, cheques, credit card vouchers, money orders, postal orders, unused postage and revenue stamps, telephone cards, metropolitan transport tickets, instant lottery tickets, and negotiable securities, notes and instruments, belonging to You or for the custody of which You are legally liable.

**Premises** – that part of any building at the Situation used by You for the purpose of the Business but excluding that part of the building which is not fully enclosed.

**Safe** – a burglar-resistant container which has been designed to resist fire and attack by hand-held or power-operated tools and has been specifically designed for the storage of Money and valuables.

**Strongroom** – a burglar-resistant structure constructed of masonry and steel which has been designed to resist fire and attack by hand-held or power-operated tools and has been specifically designed for the storage of Money and valuables.

### Insured Property

The Money and property insured under this Section are limited to Money and property either owned by You or for which You are legally liable.

Insured Property is designated by You under the following Items. The Items for which the insurance under this Section is operative and the respective Sums Insured are shown in the Certificate of Insurance.

#### Item 1 Money in Transit

- (a) Money in the personal physical custody of You (and/or authorised persons standing in Your place) while in direct transit:
- (i) from the Premises (or the Situation) to the Bank;
  - (ii) from the Premises (or the Situation) to other premises used by You for the purpose of the Business and then, if applicable, continuing to the Bank (Note: Only Money originating from the Premises is insured – Money from other premises must be insured separately.);

- (iii) from the Bank to the Premises (or the Situation);
  - (iv) from the Premises (or the Situation) to Your private residence (and/or the residence of authorised persons standing in Your place); or
  - (v) from such residence to the Premises (or the Situation) or the Bank,  
including while such Money is contained in the night safe of any Bank at which You maintain an account PROVIDED that Our liability for Money in night safes will cease at Bank closing time on the next Bank business day following its deposit in the night safe.
- (b) Money drawn as wages and/or salaries and carried by You and/or persons authorised by You and while in the Premises and places of disbursement until paid out PROVIDED that in respect of Money not paid out on the day of withdrawal from any Bank:
- (i) Our liability will be limited to an amount not exceeding forty percent (40%) of the particular withdrawal;
  - (ii) outside Business Hours such Money will be kept in a securely locked Safe or securely locked Strongroom on the Premises; and
  - (iii) Our liability will cease at Bank closing time on the next Bank business day following the day of the withdrawal.

### **Item 2 Money on Premises**

- (a) Money on the Premises during Business Hours.
- (b) Money on the Premises outside Business Hours.
- (c) Money on the Premises only while such Money is contained in a securely locked Safe or securely locked Strongroom.

### **Item 3 Money in Private Residence**

Money in Your personal physical custody (and/or that of authorised persons standing in Your place) while contained in Your (their) private residence(s) PROVIDED that Our liability will cease at Bank closing time on the next Bank business day or after 48 hours, whichever is the later, following the day on which the direct transit of the Money to the private residence was completed.

## **Sum Insured**

Our liability during any one Period of Insurance is limited in respect of each Item of Insured Property to the Sum Insured shown for that particular Item in the Certificate of Insurance.

## **Extra Benefits**

This Section is extended to include the following Extra Benefits.

Unless indicated otherwise, the amounts payable by Us are in addition to the relevant Sum Insured.

### **1. Clothing and Personal Effects**

Provided it is not otherwise insured, We will pay for loss of or damage to clothing and personal effects belonging to You or Your directors, partners, officers, employees or members sustained during a theft or attempted theft of Money occurring during the Period of Insurance and that is insured by this Section.

The limit of Our liability under this Extra Benefit is \$1,000 for any one event.

## **2. Employee Dishonesty**

The insurance is extended to cover loss of Insured Property by theft or dishonesty by any person in Your service occurring during the Period of Insurance, which is discovered within three (3) days of its occurrence.

Exclusion 3 so far as it relates to loss by or through collusion of, or fraudulent embezzlement by, or fraudulent misappropriation by any person or persons in Your service, does not apply to this Extra Benefit.

The limit of Our liability under this Extra Benefit is limited to \$1,000 during any one Period of Insurance.

## **3. Keys and Locks**

We will pay the cost of:

(a) replacing keys and locks that are used to lock Your Safe, Strongroom or Premises and which are lost, damaged or copied; and

(b) opening Safes or Strongrooms,

as a result of theft or attempted theft of Money occurring during the Period of Insurance and that is insured by this Section.

The limit of Our liability under this Extra Benefit is \$1,000 for any one event.

## **4. Safe, Strongroom and Cash Carrying Bag**

We will pay for loss of or damage to Your Safe, Strongroom and cash carrying bag as a result of theft or attempted theft of Money occurring during the Period of Insurance and that is insured under this Section.

The limit of Our liability under this Extra Benefit is \$1,000 for any one event.

## **5. Seasonal Increase**

When Item(s) 1, 2(a), 2(c) and/or 3 under this Section are insured, then the Sum(s) Insured for Item(s) 1, 2(a), 2(c) and/or 3 in the Certificate of Insurance is (are) increased by thirty percent (30%) for the period(s) (not exceeding in total ninety (90) days) specified in the Certificate of Insurance under the heading "Seasonal Increase – Stock" for Section 1 – Fire and Defined Events/Accidental Damage of Your Policy.

Where no such period(s) is (are) shown in the Certificate of Insurance, the thirty percent (30%) increase will apply for a period of sixty (60) days ending at 4:00 pm on the fifteenth day of January, and a period of thirty (30) days ending at 4:00 pm on the fifth day following the gazetted Good Friday public holiday.

PROVIDED that nothing in this Extra Benefit will be taken to extend the insurance beyond the Period of Insurance.

## **6. Temporary Protection and Security Guards**

We will pay the costs necessarily and reasonably incurred by You in effecting temporary protection and the employment of guards/watchmen to safeguard the Insured Property as a result of theft or attempted theft of Money occurring during the Period of Insurance and that is insured under this Section.

The limit of Our liability under this Extra Benefit is \$3,000 for any one event.

## Optional Benefits

The following Optional Benefits do not apply automatically. They apply when You have requested their inclusion in this Section, and the Certificate of Insurance has been endorsed by Us noting the inclusion. The limit of Our liability for the Optional Benefit included is the Sum Insured expressed against that particular Optional Benefit in the Certificate of Insurance.

### 1. Safe, Strongroom and Cash Carrying Bag – Additional

The limit of all payments provided under Extra Benefit 4 Safe, Strongroom and Cash Carrying Bag is increased from \$1,000 to the Sum Insured in any one Period of Insurance shown in the Certificate of Insurance.

### 2. Transit – Client’s Premises

It is agreed and declared that:

- (a) the words “any cause not otherwise excluded by this Section” appearing in the clause of this Section titled “Insurance” will be deemed to be deleted and the words “theft and/or highway robbery” will be deemed to be substituted in place of them;
- (b) Item 1 of this Section is deleted and the following is substituted in place of it:

“Item 1 money in transit

Money in Your personal physical custody (and/or that of authorised persons standing in Your place) while in transit to or from a client’s premises and/or to or from the Premises and/or to or from the Bank.

This item includes such Money while it is contained in the nightsafe of any Bank where You normally transact business PROVIDED that Our liability for Money in night safes will cease at Bank closing time on the next Bank business day following its deposit in the night safe.”; and

- (c) to the extent that this Optional Benefit applies Exclusion 4 is deleted.

## Warranties

The following Warranties apply when their designated number is shown in the Certificate of Insurance.

### W1 Alarm System

When a burglar alarm system is installed upon the Premises, You must ensure that it is:

- (a) not changed, removed or replaced without Our written permission;
- (b) regularly tested and maintained in accordance with the manufacturer’s recommendations; and
- (c) engaged and operational during the time that the Premises are unoccupied by You or persons authorised by You.

### W2 Security

When a security item, system or procedure is at the Premises, You must ensure that it is:

- (a) not changed, removed or replaced without Our written permission;
- (b) regularly tested and maintained in efficient working order; and
- (c) engaged and operational during the time that the Premises are unoccupied by You or persons authorised by You.

### **W3 Adult Presence**

You must ensure that a responsible and capable person of not less than eighteen (18) years of age is during Business Hours in the Premises and is at all times in actual charge of the Insured Property.

## **Exclusions**

We will not be liable for:

1. loss due to shortages resulting from clerical or accounting errors, breakdown or malfunction of any machine or electrical or electronic device or loss due to errors in receiving or paying out;
2. loss not discovered within three (3) working days of the happening of the loss;
3. loss by or through collusion of, or fraudulent embezzlement by, or fraudulent misappropriation by You or any person or persons in Your service;
4. loss of Money carried by professional money carriers, professional carriers or common carriers;
5. loss from an unattended vehicle;
6. loss from a Safe or Strongroom opened by a key or by use of details of a combination unless the key or combination of the Safe or Strongroom:
  - (a) is held for safe custody during Business Hours by You or a responsible and capable person of not less than eighteen (18) years of age authorised by You to hold such key or combination; and
  - (b) is removed by a responsible person from the Premises whenever closed for business PROVIDED that if that person lives on the Premises, the key or combination will be removed to the residential portion during non-Business Hours.

This Exclusion will not apply to losses where the key or combination is obtained by use of, or the direct threat of physical violence to You or Your director, partner, officer, employee or member;

7. consequential loss of any kind or description whatsoever; or
8. loss occurring outside the Commonwealth of Australia.
9. loss or destruction of or damage to any money that does not belong to you in or from an automatic teller machine contained within the Premises.

## **Conditions**

### **1. Reinstatement of Sum Insured**

The amount by which any of the Sums Insured is reduced following insured loss or damage will be automatically reinstated once only in any one Period of Insurance so that those Sums Insured revert to the Sum Insured immediately before the insured loss or damage PROVIDED that You pay the additional premium required by Us.

Subsequent reinstatement of the Sums Insured will not be automatic and will only be effected on such terms as We agree with You in writing.

### **2. Unoccupancy**

When the Premises containing Insured Property is left without an inhabitant or regular attendant for any period in excess of thirty (30) consecutive days the insurance is suspended unless You obtain Our prior written agreement to continue the insurance.

# Glass

## Section 5

**Please note if Your building is a Home Building You should also read Part B of this PDS.**

### Insurance

In the event of Breakage of the Insured Property at the Situation occurring during the Period of Insurance, We will at Our option:

- (a) pay for the Insured Property lost or damaged; or
- (b) repair, restore or substitute property for the Insured Property lost or damaged.

### Definitions

Unless the context otherwise requires, where the following words and expressions appear in or are read in conjunction with this Section, they will have the following meanings:

**Breakage** – a fracture extending through the entire thickness of the glass or in the case of laminated glass or plastic or perspex signs, the entire thickness of the laminate, plastic or perspex.

**External Glass** – all glass and mirror glass forming part of or fixed to the exterior of the Premises at the Situation.

**Internal Glass** – all fixed or unfixed glass and mirror glass contained inside the Premises at the Situation, including fixed or unfixed glass forming shelves and/or stock restraints, and ceramic vitreous china urinals, toilet pans and hand basins.

**Premises** – the building or any part of any building at the Situation owned or occupied by You for the purpose of the Business.

### Insured Property

Insured Property is designated by You under the following Items. The Items for which the insurance under this Section is operative and the respective Sums Insured are shown in the Certificate of Insurance.

Item 1 External Glass

Item 2 Internal Glass

### Basis of Settlement

#### Item 1 External Glass and Item 2 Internal Glass

At Our option We will either pay You the replacement cost of the broken glass or repair, replace or substitute the broken glass.

### Sum Insured

Our liability in respect of any one Breakage will be limited to the replacement cost of the Insured Property.

## Extra Benefits

This Section is extended to include the following Extra Benefits.

### 1. Destruction of Stock (Other than Glass)

This insurance is extended to include destruction of those articles of stock (other than glass) destroyed solely because of accidental spoilage by fragments of broken Insured Property PROVIDED that Your right to recover under this Extra Benefit only arises on Our admission of liability for a claim under this Section for Breakage of the Insured Property which caused the spoilage of the stock.

In respect of any one Breakage or series of Breakages arising out of the one event, We will indemnify You to the limit of:

- (a) the purchase price of the stock paid to the wholesaler, manufacturer or other supplier plus reasonable allowance for transport, processing and handling charges incurred by You and attributable to the destroyed stock; or
  - (b) \$1000,
- whichever is the lesser.

### 2. Incidental Costs

We will pay the costs reasonably and necessarily incurred by You following a Breakage of Insured Property during the Period of Insurance of:

- (a) erecting of temporary shuttering pending the replacement of Insured Property;
- (b) replacing, repairing or rectifying:
  - (i) burglar alarm tapes or wires;
  - (ii) signwriting, ornamentation or light/heat reflective material on the broken Insured Property; and
  - (iii) frames of doors or windows which contained the broken Insured Property; and
- (c) after hours service, express delivery and overtime charges.

The limit of all payments by Us under these Extra Benefits is \$3,000 for any one event.

## Optional Benefits

The following Optional Benefits do not apply automatically. They apply when You have requested their inclusion in this Section and the Certificate of Insurance has been endorsed by Us noting the inclusion.

The limit of Our liability for the Optional Benefit included is the Sum Insured expressed against that particular Optional Benefit in the Certificate of Insurance.

### 1. Destruction of Stock (Other than Glass) – additional

The limit of payment provided under Extra Benefit 1 Destruction of Stock (Other than Glass) is increased from \$1000 to the Sum Insured shown in the Certificate of Insurance.

### 2. Incidental Costs – Additional

The limit of all payments provided under Extra Benefits – Incidental Costs is increased from \$3,000 to the Sum Insured shown in the Certificate of Insurance.

### 3. Signs

This insurance is extended to include the replacement cost of glass, plastic or perspex illuminated advertising or identification signs situated in or on the Premises in the event of Breakage occurring during the Period of Insurance PROVIDED that Our total liability in respect of illuminated signs will not exceed the Sum Insured stated in the Certificate of Insurance for Illuminated Signs.

For the purpose of this Optional Benefit, the word 'sign' is deleted from Exclusion 6.

The Co-Insurance Condition applies to this Optional Benefit.

## Exclusions

We will not be liable for:

1. Breakage caused by Flood;
2. Breakage caused by a Defined Event or an Optional Benefit insured under Section 1 – Fire and Defined Events/Accidental Damage of Your Policy;
3. glass or mirror glass cracked or imperfect prior to the commencement of the Period of Insurance;
4. glass or mirror glass comprised in trading stock, work in progress or raw materials;
5. glass or mirror glass ordinarily carried by hand;
6. glass or mirror glass forming part of any sign, glass house or conservatory, radio, television set, computer visual display unit, clock, electric bulb or tube, vase, ornament, picture or the like;
7. Breakage caused by or traceable to redecoration of, or structural alterations, additions or repairs to, the Premises or other property at the Situation;
8. the cost of removal or replacement of fittings, fixtures or other obstructions;
9. Breakage caused by Your wilful act or with Your connivance;
10. consequential loss of any kind or description whatsoever; or
11. Breakage caused by or due to a latent defect in the Insured Property.

## Conditions

### 1. Co-insurance

This Condition only applies to Optional Benefit 3 Signs.

In the event of Breakage, destruction or damage insured against under this Section, We will be liable for no greater proportion of the Breakage, destruction or damage, than that which the Sum Insured for Optional Benefit 3 Signs bears to eighty percent (80%) of the value of the Insured Property at the time such Breakage, destruction or damage occurs, limited however in all cases to the Sum Insured for Optional Benefit 3 Signs.

### 2. Unoccupancy

When the Premises containing Insured Property is left without an inhabitant or regular attendant for any period in excess of thirty (30) consecutive days the insurance is suspended unless You obtained Our prior written agreement to continue the insurance.

# Broadform Liability

## Section 6

### Insurance

We will indemnify You for all amounts which You become legally liable to pay as compensation for Personal Injury or Property Damage occurring within the Geographic Limitations during the Period of Insurance as a result of an Occurrence happening in connection with Your Business or Your Products.

### Amount of Insurance

#### (A) Public Liability

Subject to (B), we will pay up to the Limit of Liability for any claim or series of claims for Personal Injury or Property Damage caused by or arising out of one Occurrence or series of Occurrences arising out of one original cause.

#### (B) Products Liability

We will pay, in aggregate, up to that Limit of Liability for all claims in respect of all Occurrences giving rise to a Products Hazard(s), in total, that happen during the Period of Insurance.

### Supplementary Payments

In addition to the Limit of Liability, we will provide the following Supplementary Payments in this Section:

- (a) all charges, expenses and legal costs incurred by Us and/or by You with Our written consent in the settlement or defence of any claim for compensation and in respect of which You are or, if You were legally liable, would be entitled to indemnity under this Section; and
- (b) expenses incurred by You for first aid to others at the time of an Occurrence covered by this Section.

PROVIDED that:

- (i) If We pay the Limit of Liability in respect of any claim or series of claims We will not be obliged to defend any legal action against You. We will have no further liability under this Section with respect to the claim or series of claims (including legal costs) except for Supplementary Payments incurred by You with Our consent prior to the date of the payment;
- (ii) If a payment exceeding the Limit of Liability has to be made to dispose of a claim or legal action against You, Our liability to pay any Supplementary Payments will be limited to that proportion of those Supplementary Payments that the Limit of Liability bears to the amount paid to dispose of the claims or legal action;
- (iii) In the event of a claim with respect to any recognition or enforcement action brought or instituted within the Commonwealth of Australia or New Zealand relating to a judgement obtained against You within the United States or Canada arising from business visits (but not Manual Labour) by travelling directors and employees of the Named Insured the Limit of Liability shall apply inclusive of any Supplementary Payments.

## Definitions

Unless the context otherwise requires, where the following words and expressions appear in or are read in conjunction with this Section, they will have the following meanings:

**Aircraft** – any thing made or intended to fly or move in or through the air or space other than model aircraft.

**Canada** – the Dominion of Canada and its respective territories, protectorates or dependencies.

**Excess** – the amount, specified in the Certificate of Insurance, which is payable by You in respect of each claim made under this Section. Unless otherwise stated, it does not include charges, expenses and legal costs incurred by Us and/or You with Our written consent in the defence or settlement of the claim.

**Geographic Limitations** *means:*

- (a) anywhere in the Commonwealth of Australia or New Zealand; and
- (b) elsewhere in the world but only in respect of:
  - (i) business visits by directors and employees of the Named Insured normally resident in the Commonwealth of Australia or New Zealand, other than directors or employees who are engaged in Manual Labour during such visits;
  - (ii) Your Products exported from the Commonwealth of Australia or New Zealand, other than Your Products exported to the United States or Canada.

**Internet Operations** *means:*

- (a) use of electronic mail systems by You or Your employees, including part time and temporary staff, and others within Your Business or others communicating with Your Business by electronic mail;
- (b) access through Your network to the world wide web or a public internet site by You or Your employees, including part time and temporary staff, and others within Your Business;
- (c) access to Your intranet (internal company information and computing resources) which is made available through the world wide web for your customers or others outside Your Business; and
- (d) the operation and maintenance of Your website.

**Limit of Liability** – the amount specified in the Certificate of Insurance.

**Manual Labour** – work primarily involving physical exertion, but does not include activities associated with marketing, promotion, demonstration or selling.

**Named Insured** – that person named as an Insured in the Certificate of Insurance who carries on or conducts Your Business.

**Occurrence** – an event neither expected nor intended from Your standpoint including continuous or repeated exposure to substantially the same general conditions except as specifically excluded in Exclusion 16.

**Pollutants** – any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste materials. Waste includes material to be recycled, reconditioned or reclaimed.

**Products Hazard** – Personal Injury or Property Damage:

- (a) caused by a defect in or the harmful nature of Your Products; or
- (b) resulting from any defect or deficiency in any directions, markings, instructions, warnings or advice given by You concerning the use or storage of Your Products.

**Property Damage** *means:*

- (a) physical damage to or destruction of tangible property (which includes loss of property) including the loss of use of the property damaged or destroyed; or
- (b) loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by physical damage to or loss or destruction of other tangible property.

**Supplementary Payments** – the charges, expenses and legal costs referred to in paragraphs (a) and (b) under the heading 'Supplementary Payments' in this Section.

**United States** – the United States of America and its respective territories, protectorates or dependencies.

**Vehicle** – any type of machine on wheels or on caterpillar tracks (including any trailer, caravan or other apparatus attached to the machine) made or intended to be propelled other than by manual or animal power.

**Watercraft** – any thing made or intended to float or travel on or through water other than model boats.

**You, Your, Yours, Yourself** *means:*

- (a) the Named Insured;
- (b) all subsidiary companies (now or hereafter constituted) of the Named Insured which are incorporated within the Commonwealth of Australia or New Zealand and which carry on Your Business;
- (c) any director, executive officer, employee, partner or shareholder of the Named Insured or the companies as designated in paragraph (b) but only whilst acting within the scope of their duties in such capacity;
- (d) any principal in respect of the liability of such principal arising out of the performance by the Named Insured or the companies as designated in paragraph (b) of any contract or agreement for the performance of work for such principal;
- (e) any employee, office bearer or member of social, sports, fire fighting or welfare organisations, canteen and first aid facilities formed with the consent of the Named Insured, the companies as designated in paragraph (b) or the persons as designated in paragraph (c); and
- (f) where the Named Insured is a club or association, any member of such club or association, but only whilst engaged as a member in activities organised by the club or association.

**Your Business** – the business stated in the Certificate of Insurance including the ownership, maintenance or tenancy of premises from which that Business is conducted.

**Your Products** – any thing (including any component, packaging or container of or for such thing) after it has ceased to be in Your possession or control which has been manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed by You in the course of Your Business. The term includes any thing (including any component, packaging or container of or for such thing) which by operation of a law of the Commonwealth of Australia You are deemed to have manufactured.

# Exclusions

We will not be liable for claims in respect of:

## 1. Aircraft Landing Areas

Personal Injury or Property Damage arising directly or indirectly out of or caused by, through, or in connection with 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:

- (a) 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
- (b) has more than 1,000 flight movements per year.

## 2. Aircraft and Watercraft

Personal Injury or Property Damage arising directly or indirectly out of or caused by, through, or in connection with:

- (a) the ownership, legal possession, legal control or use by You or the use on Your behalf of:
  - (i) any Aircraft or hovercraft; or
  - (ii) any Watercraft exceeding eight (8) metres in length;
- (b) the selling or manufacturing of Aircraft or the manufacture, assembly and/or supply of any products that are used with Your knowledge in Aircraft;
- (c) the leasing, hiring or chartering of Aircraft to or from You; or
- (d) the repair, service or maintenance of Aircraft or Aircraft products or the installation of any products into Aircraft unless such repair, service, maintenance or installation does not affect the flying capabilities or safety of the Aircraft and this Section has been endorsed accordingly.

## 3. Asbestos

- (a) Personal Injury arising directly or indirectly, out of or caused by, through or in connection with the inhalation of (including the fear of inhalation of, or exposure to) asbestos, asbestos fibres or derivatives of asbestos;
- (b) Property Damage, or loss of use or diminution in value of property, arising directly or indirectly, out of or caused by, through or in connection with asbestos, asbestos fibres or derivatives of asbestos; or
- (c) the cost of cleaning up, removing, treating, controlling, storing or disposing of asbestos, asbestos fibres or derivatives of asbestos or any other associated expenses.

## 4. Contracts and Agreements

any liability assumed under any contract or agreement PROVIDED that this Exclusion does not apply to:

- (a) liability which would have been implied or imposed by law in the absence of such contract or agreement;
- (b) liability assumed under those contracts specified in the Certificate of Insurance;
- (c) liability assumed under any written lease of, or agreement for the rental of real property, where such lease or agreement does not include an obligation by You to insure such property; or
- (d) liability assumed under a written contract with a public authority for the supply to You of water, gas, electricity or communication services except where such contract is a contract by which You agree to perform work for or on behalf of that public authority.

Paragraphs (c) and (d) do not apply to liability assumed by You under the relevant lease, contract or agreement to indemnify a party in respect of an act or omission for which it is wholly responsible, unless such liability would otherwise have been implied or imposed on You by law.

**5. Excess**

the Excess.

**6. Defective Design**

Personal Injury or Property Damage arising directly or indirectly out of or caused by, through, or in connection with any defective or deficient design or error in formula or in specification provided by You for a fee.

**7. Employer's Liability**

- (a) Personal Injury to any of Your employees arising out of or in the course of their employment in Your Business;
- (b) Personal Injury to any person who is pursuant to any Statute relating to workers' compensation deemed to be an employee of Yours or in respect of which You are entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any Statute relating to workers' compensation whether or not You are a party to such contract of insurance; or
- (c) any liability imposed by the provisions of any workers' compensation Statute or any industrial award or agreement or determination.

PROVIDED that this Exclusion does not apply to claims for loss of consortium by the spouse of any of Your employees or the spouse of any person who is pursuant to any Statute relating to workers' compensation deemed to be an employee of Yours.

**8. Erection and Alterations to Buildings**

Property Damage or Personal Injury arising directly or indirectly out of or caused by, through, or in connection with the erection, demolition of and/or alteration or addition to buildings or structures by You or on Your behalf except where the completed value of such work does not exceed \$250,000 in total.

**9. Faulty Workmanship**

the cost of performing, completing, correcting or improving any work undertaken by You or on Your behalf. PROVIDED that this Exclusion does not apply in respect of Personal Injury or Property Damage resulting from faulty or defective workmanship.

**10. Hold Harmless Agreements**

any amount which You become legally liable to pay and which amount You would have been legally entitled to recover from any party but for an agreement between You and that party.

**11. Internet Operations**

Personal Injury or Property Damage arising directly or indirectly out of or in connection with Your Internet Operations. PROVIDED this Exclusion does not apply to Personal Injury or Personal Damage arising out of any material prepared by the manufacturer in respect of product use, safety instructions or warnings which is reproduced on Your website.

## 12. Jurisdiction Limits

- (a) any action brought or instituted against You or any judgement obtained against You (whether or not such judgement is enforced by the courts of the Commonwealth of Australia or New Zealand) in any country other than the Commonwealth of Australia or New Zealand in which You are represented by a branch or by an employee domiciled in that country or by a company, firm or individual holding Your power of attorney.

PROVIDED that this Exclusion does not apply to actions and judgements arising from business visits (but not Manual Labour) by travelling directors and employees of the Named Insured to any country other than the United States or Canada; or

- (b) any actions brought or instituted against You or any judgement obtained against You (whether or not such judgement is enforced by the courts of the Commonwealth of Australia or New Zealand) within the United States or Canada.

PROVIDED that this Exclusion does not apply to any recognition or enforcement action brought or instituted within the Commonwealth of Australia or New Zealand relating to a judgement obtained against You within the United States or Canada arising from business visits (but not Manual Labour) by travelling directors and employees of the Named Insured.

## 13. Known Defects

Personal Injury or Property Damage arising directly or indirectly out of or caused by, through, or in connection with 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.

## 14. Libel or Slander

the publication or utterance of a libel, slander or defamation:

- (a) made prior to the commencement of the Period of Insurance;
- (b) made by You or at Your direction with the knowledge that it is false; or
- (c) related to advertising, publishing, printing, broadcasting or telecasting activities conducted by You or on Your behalf.

## 15. Loss of Use

the loss of use of tangible property which has not been physically damaged or destroyed resulting from:

- (a) delay in or lack of performance by You or on Your behalf of any contract or agreement; or
- (b) the failure of Your Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You. PROVIDED that this paragraph (b) does not apply to loss of use of other tangible property resulting from sudden and accidental physical damage to or destruction of Your Products after Your Products have been put to use by any person or organisation other than Yourself.

## 16. Pollution

- (a) Personal Injury or Property Damage arising directly or indirectly out of or caused by, through, or in connection with the discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere or water unless such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended from Your standpoint and takes place in its entirety at a specific time and place;
- (b) the cost of preventing, removing, nullifying or cleaning up any contamination or pollution as a consequence of the discharge, dispersal, release or escape of any Pollutants. PROVIDED that this paragraph (b) does not apply to removal, nullifying or cleaning up costs which are consequent upon a sudden, identifiable, unexpected and unintended happening which takes place in its entirety at a specific time and place; or
- (c) Personal Injury or Property Damage arising directly or indirectly out of or caused by, through or in connection with the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants caused by any of Your Products that has been discarded, dumped, abandoned or thrown away by others.

## 17. Product Defect

damage to Your Products if such damage is attributable to any defect in them or their harmful nature or unsuitability.

## 18. Product Recall

the withdrawal, recall, inspection, repair, replacement or loss of use of Your Products or of any property of which Your Products form a part if Your Products are withdrawn from the market or from use because of any known or suspected defect or deficiency in them.

## 19. Professional Duty

a breach of any professional duty owed by You or anyone for whose breaches of such duty You may be legally liable. PROVIDED that this Exclusion does not apply to the rendering of or failure to render first aid.

## 20. Property in Physical or Legal Control

damage to or loss of:

- (a) property owned, leased or rented by You; or
- (b) property in Your physical or legal control.

PROVIDED that this Exclusion does not apply to:

- (i) damage to premises which are leased or rented by You for the purpose of carrying on Your Business and the liability does not arise from Your failure to insure the premises as required in the lease or rental agreement;
- (ii) damage to or loss of Vehicles (not belonging to You or used by You or on Your behalf) in Your physical or legal control where such loss or damage occurs whilst any such Vehicle is in a car park owned or operated by You provided that You as part of Your Business do not operate such car park for reward;
- (iii) damage to or loss of employees' property;
- (iv) damage to premises temporarily occupied by You for the purpose of carrying out work or damage to or loss of the contents of such premises; or

- (v) damage to or loss of property not owned by You but in Your physical or legal control, other than the property referred to in subparagraphs (i) through to (iv) of this Exclusion and (v) and (vi) of the Vehicles exclusion subject to a maximum of \$250,000 any one Occurrence unless some other sub-limit is specified in the Certificate of Insurance or attached by endorsement.

## 21. Vehicles

Personal Injury or Property Damage arising directly or indirectly out of or caused by, through, or in connection with the ownership, use, legal possession, or legal control by You of any Vehicle or any attachment to such Vehicle:

- (a) which is registered;
- (b) in respect of which registration or insurance is required by virtue of any legislation relating to Vehicles; or
- (c) in respect of which compulsory liability insurance is required by virtue of any legislation (whether or not insurance is effected).

PROVIDED that this Exclusion does not apply to claims in respect of:

- (i) Personal Injury 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 or other legislation relating to Vehicles and 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 relating to Vehicles;
- (ii) Property Damage arising out of and during loading and unloading of goods to or from any Vehicle;
- (iii) Property Damage caused by the operation or use of any Vehicle which is designed primarily for lifting, lowering, loading or unloading whilst being operated or used by You or on Your behalf;
- (iv) Property Damage caused by the use of any tool or plant forming part of or attached to or used in connection with any Vehicle other than when travelling to or from any work site or transporting or carting goods;
- (v) Property Damage to Vehicles, not belonging to You or used by You or on Your behalf, but in Your physical or legal control, either at Your premises or while being driving on a public road, for the purpose of servicing, repairing or testing as part of Your Business, subject to a maximum of \$250,000 any one Occurrence unless some other sub-limit is specified in the Certificate of Insurance or attached by Endorsement; or
- (vi) Property Damage caused by the use of any Vehicle not belonging to You but in Your physical or legal control whilst being driven or moved for the purpose of servicing, repairing, delivery or testing as part of Your Business, subject to You contributing an amount of \$500 as the first payment of any claim in addition to any other Excess specified elsewhere in Your Policy or Certificate of Insurance.

# Conditions

## 1. Cross Liability

Where You comprise more than one party each of the parties is considered to be a separate legal entity and the words 'You', 'Your', 'Yours', 'Yourself' apply to each party as if the insurance under this Section had been issued to each. PROVIDED that, irrespective of the number of parties which comprise You, the total amount payable by Us in respect of any one Occurrence shall not exceed the Limit of Liability stated in the Certificate of Insurance.

## 2. Reasonable Precautions

- (a) Without in any way restricting or limiting Your obligations under General Condition 9 Precautions and Inspection of Your Policy, You and Your agents will take all reasonable precautions to:
  - (i) prevent Personal Injury and Property Damage;
  - (ii) ensure that Your Products are manufactured, promoted, sold or supplied without defect;
  - (iii) ensure that the premises from which Your Business is carried on or conducted are regularly maintained and kept in a good state of repair and maintenance and free of waste material and rubbish; and
- (b) At Your own expense, You and Your agents must take immediate action to trace, recall or modify any of Your Products containing any defect or deficiency of which You have knowledge or have reason to suspect; and
- (c) You and Your agents must comply with all statutory obligations, by-laws or regulations relating to the safety of persons or property; and
- (d) At Your own expense, You must comply with all Our recommendations to prevent Personal Injury or Property Damage.

## Endorsement W01 Employers' Liability

The following endorsement does not apply automatically. It applies when Your Certificate of Insurance has been endorsed by Us noting its application.

1. It is agreed and declared that Exclusion 7 of this Section is deleted and replaced by the following:

### 7. Employer's Liability

- (a) Personal Injury to any Worker.

PROVIDED that if You are:

- (i) required by law to insure or otherwise fund, whether through self insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited or not) for such Personal Injury; or
- (ii) not required to so insure or otherwise fund such liability by reason only that the Personal Injury is to a person who is not a "worker" or "employee" within the meaning of the relevant Workers' Compensation Law or the Personal Injury is not an injury which is subject to such Law;

then this Policy will respond to the extent that Your liability would not be covered under any such fund, scheme, policy of insurance or self insurance arrangement had You complied with Your obligations pursuant to such Law.

(b) liability imposed by:

- (i) any Workers' Compensation Law;
- (ii) the provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award or agreement or determination;
- (iii) any law relating to Employment Practices.

PROVIDED that this Exclusion 7 does not apply to claims for loss of consortium by the spouse of any of Your Workers.

2. It is agreed and declared that Definitions in this Section are extended to include the following:

**Worker** – any person:

- (a) employed by You; or
- (b) deemed to be employed by You pursuant to any Workers' Compensation Law.

**Workers' Compensation Law** – any law relating to compensation for injury to workers or employees.

**Employment Practices** – any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment by You.

3. It is agreed and declared that this Section includes the following additional Condition:

### **3. Indemnity Prohibited by Law**

Where this Policy provides any indemnity to You which is prohibited by law, this Policy shall be varied by operation of this Condition so that this Policy does not respond to the extent that the indemnity is prohibited by law.

# Equipment Breakdown

## Section 7

### Insurance

We will insure You for:

- (a) Breakdown of Insured Equipment; and
- (b) direct loss or damage to other Insured Property as a result of a Breakdown which is covered under this Section,

which occurs during the Period of Insurance at the Situation.

### Definitions

Unless the context otherwise requires, where the following words and expressions appear in or are read in conjunction with this Section, they will have the following meanings:

**Actual Cash Value** – the cost of replacing damaged property with property of similar kind, capacity, size, quality and function less depreciation for the age, condition, and normal life expectancy of the property.

**Breakdown** – a sudden and accidental failure of equipment resulting in physical damage to the equipment which requires the repair or replacement of the equipment or a part of the equipment.

BUT Breakdown does not mean:

- (a) depletion, deterioration, corrosion or erosion of material;
- (b) wear and tear;
- (c) vibration or misalignment;
- (d) the functioning of any safety device or protective device; or
- (e) the failure of a structure or foundation supporting the equipment or a part of the equipment.

**Data** – facts, concepts, information or software in a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment.

#### **Hazardous Substance**

- (a) any pollutant, contaminant or other substance declared by a government authority to be hazardous to health or the environment; or
- (b) any mould, yeast, fungus or mildew including any spores or toxins created or produced by or emanating from such mould, yeast, fungus or mildew, whether or not allergic, pathogenic or toxigenic.

**Insured Equipment** – any of the following equipment provided it is owned, leased, operated or controlled by You in Your Business:

- (a) any boiler, fired or unfired pressure vessel normally subject to vacuum or internal pressure other than static pressure of contents, any refrigerating or air conditioning vessels and piping or any other piping and its accessory equipment, BUT excluding:
  - (i) any boiler foundation, any refractory or insulating material;

- (ii) any part of a boiler or fired pressure vessel that does not contain steam or water; nor
- (iii) any buried piping, any drainage piping, any sprinkler piping and its accessory equipment;
- (b) any mechanical or electrical equipment that generates, transmits or utilises mechanical or electrical power, BUT excluding:
  - (i) any vehicle or mobile equipment;
  - (ii) any watercraft or aircraft; or
  - (iii) any elevator or escalator but not excluding any electrical or electronic equipment used with such apparatus;
- (c) any electronic machine, device or instrument used for research, diagnosis, treatment, communication, word processing, data processing, duplicating, monitoring or scanning.

**Insured Property**

- (a) Your property; or
- (b) Property not belonging to You but in Your care, custody or control and for which You are legally liable.

**Media** – Material on which Data is recorded or stored, such as magnetic tapes, hard disks, cartridges, CD’s, DVD’s or floppy disks.

**Period of Interruption** – The period of interruption beginning on the date of the Breakdown and ending when normal operations of the Business resume (but not more than 12 months after the date of the Breakdown).

**Storage Situation** – The location away from the Situation where copies of Data Media are stored.

**Time Excess** – The period of time beginning at the time of the Breakdown and ending after the period of time specified on the Certificate of Insurance as the time excess.

## Basis of Settlement

**Insured Equipment**

In the event of a claim We will pay with respect to:

- (a) Media – the cost of replacing the Media with blank material;
- (b) exposed film, records, manuscripts and drawings – the cost of replacement with blank material plus the cost of transcription; and
- (c) all other Insured Equipment and other Insured Property – the lesser of the cost at the time of the Breakdown to:
  - (i) repair the damaged property; or
  - (ii) replace the damaged property with similar property of like kind, capacity, size, quality and function.

PROVIDED that, We shall not pay:

- (i) any cost of repairing or replacing any part or parts of a piece of Insured Equipment which is greater than the cost of repairing or replacing the entire piece of Insured Equipment;
- (ii) more than the cost to replace the Insured Equipment or Insured Property with equipment or property of like kind, capacity, size, quality and function;
- (iii) more than the cost to replace the Insured Equipment or Insured Property at the situation or adjacent site; nor

(iv) for Breakdown, loss or damage to Insured Equipment or Insured Property which is useless or obsolete to Your Business.

If the damaged property is not repaired or replaced within 12 months after the date of the Breakdown, We will pay You the Actual Cash Value of the damaged Insured Equipment or Insured Property as at the time of the Breakdown.

### **Expediting Expenses**

We will also pay Your reasonable costs to:

- (a) make temporary repairs;
- (b) expedite permanent repairs; or
- (c) expedite permanent replacement,

of the Insured Equipment or other Insured Property which is directly damaged by a Breakdown which is covered by this Section.

However, the maximum we will pay is \$10,000 for each claim.

### **Extra Costs**

If, prior to the time of a Breakdown of Insured Equipment which is covered by this Section, there is in force a law, by-law, ordinance, regulation, rule or ruling regulating or restricting repair, alteration, use, operation, construction or installation of Insured Property, We will pay for:

- (a) the increase in cost of repair or replacement of both damaged and undamaged Insured Property (including any demolition and site clearing costs) which is necessary to meet the minimum requirements of the law, by-law, ordinance, regulation, rule or ruling; and
- (b) if We pay You an amount under Extra Benefit 2, the additional loss resulting from the interruption of or interference with the Business which is caused solely as a result of the law, by-law, ordinance, regulation, rule or ruling.

However, the maximum we will pay is \$25,000 for each claim.

### **Excess**

The Excess that applies to any one Breakdown is the Breakdown Excess specified on the Certificate of Insurance for this Section.

If a claim involves loss under both Your Insurance and Extra Benefit 1, only the largest applicable Excess shall apply.

If a claim involves loss under any other Extra Benefit or Optional Benefits, the applicable Excess shall be applied separately and in addition to the Breakdown Excess.

## **Sum Insured**

Our liability under this Section for any claim or series of claims caused by or arising out of the one original cause is limited by reference to the sums insured shown on the Certificate of Insurance for policy section 1.

The maximum amount we will pay for any claim or series of claims caused by or arising out of the one original cause under this policy section 7 is:

- (a) if you own the building(s) at the situation – the sum insured for building(s) shown on the certificate of insurance for policy section 1; or
- (b) if you do not own the building(s) at the situation – the total declared value less the sum insured for stock & customer goods which are shown on the certificate of insurance for policy section 1.

Unless stated otherwise, the Extra Benefits or Optional Benefits are not in addition to the Equipment Breakdown Sum Insured.

## Extra Benefits

This Section is extended to include the following Extra Benefits.

### 1. Perishable Insured Property

We will pay to replace perishable Insured Property that spoils during the Period of Insurance due to rise or fall in temperature as a result of:

- (a) a Breakdown of Insured Equipment which is covered by this Section; or
- (b) the operation or failure of the thermostats, controls, fuses, circuit breakers or overload devices which are owned by You and are protecting a refrigeration chamber in Insured Equipment, but not including loss or damage due to the manual operation or setting of switches.

If the Insured Property is not replaced, We will only pay the Actual Cash Value of the spoiled Insured Property. Our liability under this Extra Benefit is limited to \$5,000 for each claim or the amount specified on the Certificate of Insurance, whichever is higher.

An Excess of 10% of the perishable Insured Property spoiled or \$500 (whichever is greater) applies to this Extra Benefit. However, should an Excess be specified on the Certificate of Insurance for this Extra Benefit, that Excess will apply instead.

### 2. Business Interruption

Where Section 2 is shown as insured on Your Certificate of Insurance then the definition of 'damage' in that Section will be deemed to include a Breakdown which is covered under this Section 7 and We will pay claims that would be payable under the terms of Section 2 as a result of this amendment under this Extra Benefit.

PROVIDED that, for the purpose of this Extra Benefit:

- (a) the definition of the indemnity period in Section 2 (wherever appearing) is amended to mean the period beginning with the occurrence of the Breakdown and ending not later than the number of months shown on the Certificate of Insurance during which the results of the Business are affected as a result of the Breakdown;
- (b) You are only insured in accordance with the parts of Section 2 which Your Certificate of Insurance shows were selected by You for that Section.

The Exclusions and Conditions in this Section apply to this Extra Benefit in addition to the Exclusions and Conditions under Section 2.

In addition, it is a Condition of this Extra Benefit that You must immediately notify Us of the Breakdown. Our liability under this Extra Benefit will be determined in accordance with Section 2 and is in addition to the Equipment Breakdown Sum Insured for this Section.

### 3. Service Interruption

If there is a Breakdown of equipment not owned, leased, operated or controlled by You during the Period of Insurance We shall also pay:

- (a) under Extra Benefit 1, for loss of perishable Insured Property which spoils;
- (b) under Extra Benefit 2, for loss resulting from the interruption of or interference with the Business which is a direct consequence of the Breakdown,

but only if the equipment is:

- (i) of a type described in paragraphs (a), (b) or (c) in the definition of Insured Equipment in this Section;
- (ii) located on or within three hundred (300) metres of the Situation;
- (iii) owned by the owner of the building at the Situation or by a utility company; and
- (iv) used to supply telephone, electricity, air conditioning, heating, gas, water or steam services to Your Business at the Situation.

#### **4. Hazardous Substances**

If a Hazardous Substance is involved in or released by a Breakdown of Insured Equipment which is covered by this Section, We shall pay:

- (a) the increase in cost to repair, replace, clean up or dispose of, damaged Insured Property; and
- (b) If We pay You an amount under Extra Benefit 2, any additional loss resulting from the interruption of or interference with the Business which is caused solely because of the presence of a Hazardous Substance.

Our liability under this Extra Benefit is limited to \$25,000 for each claim.

#### **5. Temporary Hire Costs**

We will pay the cost, reasonably incurred, of hiring temporary replacement equipment of similar specification during the time taken to repair the Insured Equipment as a result of a Breakdown insured under this Section.

PROVIDED that, We will not pay for the temporary replacement of computers, word processors or electronic processing systems.

Our liability under this Extra Benefit is limited to \$5,000 for each claim.

## **Optional Benefits**

The following Optional Benefits do not apply automatically. They apply when You have requested their inclusion in this Section and Your Certificate of Insurance has been endorsed by Us noting the inclusion.

### **1. Data Restoration**

We will insure You if, as a result of Breakdown to computers, word processors or electronic processing systems which is covered by this Section, Data is lost or damaged during the Period of Insurance.

The Media containing the Data must be:

- (a) at the Situation;
- (b) at a Storage Situation;
- (c) temporarily at any alternative location for processing purposes; or
- (d) in transit between any of these locations.

Under this Optional Insurance, We will pay:

- (i) any expenses which You can prove have been incurred by You strictly for the purpose of restoring or replacing Data by reproduction of Data or information in a condition equivalent to that existing prior to the Breakdown. Data may be reproduced in an updated form if the cost of doing so is no greater than that of reinstatement in its original form; and
- (ii) the reasonable costs incurred by You to replace or restore Data or information, including any overtime, night work or work carried out during public holidays.

We will not pay any amount under this Optional Insurance if:

- (i) You do not incur the expense or costs within 12 months of the Breakdown; or
- (ii) in relation to any Data, You do not have a backup copy of the Data that is:
  - (A) less than five (5) days old; and
  - (B) stored at an offsite Storage Situation.

Our liability under this Optional Insurance for any claim is limited to the Data Restoration Sum Insured specified on Your Certificate of Insurance and is in addition to the Equipment Breakdown Sum Insured.

## 2. Substitute Electronic Processing Systems

Following a Breakdown to computers, word processors or electronic processing systems which is covered by this Section, We will insure You during the Period of Interruption for the use of a substitute computer, word processor or electronic processing system used in the Business.

Under this Optional Insurance, We will pay:

- (i) the expenses incurred for the use of a substitute computer or electronic Data processing system of similar specification; and
- (ii) any other reasonable additional costs incurred by You to operate the substitute computer or electronic Data processing system during normal business hours.

We will not pay any amount under this Optional Insurance for expenses incurred during:

- (i) any Time Excess specified on the Certificate of Insurance; or
- (ii) the Period of Interruption where normal operations of the computer, word processor or electronic processing system cannot resume solely because of the discontinuance of manufacture or obsolescence of the computer, word processor electronic processing system or any component part of system.

Our liability under this Optional Insurance for any claim is limited to the Substitute Electronic Processing System Costs Sum Insured specified on Your Certificate of Insurance and is in addition to the Equipment Breakdown Sum Insured.

## Exclusions

We will not pay for:

1. loss or damage caused by or arising out of pollution, contamination or damage by a Hazardous Substance, however caused, except as provided for in Extra Benefit 4.
2. loss or damage caused by or arising out of:
  - (a) earthquake, landslide, mud flow, subsidence, subterranean fire, or volcanic eruption;
  - (b) storm, tempest, hail, lightning, thunder, wind, rainwater, water from or action of the sea, tsunami, tidal wave, high water or flood;
  - (c) fire, smoke or combustion explosion;
  - (d) water, liquids or substances discharged or other means used to extinguish a fire;
  - (e) escape of water or liquids unless resulting from a Breakdown;
  - (f) aircraft or other aerial devices or articles dropped therefrom or sonic boom;
  - (g) riot, civil commotion or sabotage;
  - (h) vandalism or malicious damage.

3. losses from:
  - (a) delay or interruption of Business except as may be provided in Extra Benefit 2; nor
  - (b) any other indirect result of a Breakdown except as may be provided in the Extra Benefits.
4. loss caused by or resulting from the partial or total failure, malfunction or loss of use of any electronic equipment, computer system, information repository, microchip, integrated circuit or other similar device due to:
  - (a) the erasure, destruction, corruption, misappropriation or misinterpretation of Data;
  - (b) any error in creating, amending, entering, deleting or using Data;
  - (c) the inability to receive, transmit or use Data; or
  - (d) the impact of any virus or the functioning or malfunctioning of the internet, intranet, local area networks, virtual private networks or similar facility, or of any internet address, website or similar facility,

PROVIDED that, We will pay for losses that result solely from the Breakdown of any other Insured Equipment which is covered by this Section.

## Conditions

### 1. Adherence to Statutory Requirements

If Insured Equipment must be licensed under statutory obligations, by-laws, regulations, public authority requirements or safety requirements, You must obtain any licenses as required and use the Insured Equipment as specified in the license.

### 2. Inspection

We or Our authorised representatives have the right to make inspections of Insured Equipment at any reasonable time. Neither this right to make inspections nor making them is an undertaking to You or others that the Insured Equipment is safe and not hazardous or injurious to health.

### 3. Obligation to Prevent Loss

If We or Our authorised representative discovers Insured Equipment in or exposed to a dangerous condition, You must comply with any recommendation to prevent loss. If You do not comply within a reasonable timeframe, We may cancel Your Policy.

### 4. One Breakdown

If either:

- (a) a Breakdown of Insured Equipment causes the Breakdown of other Insured Equipment; or
- (b) a series of Breakdowns occur at the same time as a result of the same cause,

they will all be considered as one Breakdown for the purpose of applying the Excess, the Equipment Breakdown Sum Insured and any other limit or sub-limit in this Section.

# Electronic Equipment

## Section 8

There are two types of Cover available in this Section:

- Cover A Maxicover
- Cover D Breakdown Cover

Your Certificate of Insurance indicates which type of Cover applies to You.

### Insurance

This insurance applies only at the Situation during the Period of Insurance and only after completion of successful initial commissioning of the Item.

#### Cover A Maxicover

In the event of sudden and unforeseen physical loss or damage during the Period of Insurance to any Item from any cause whatsoever other than those specifically excluded, We will pay for all such loss or damage up to an amount not exceeding the Sum Insured for the Item.

#### Cover D Breakdown Cover

In the event of a Breakdown occurring during the Period of Insurance to any Item, We will pay for all such damage up to an amount not exceeding the Sum Insured for the Item.

### Definitions

Unless the context otherwise requires, where the following words appear in or are read in conjunction with this Section, they will have the following meanings:-

**Breakdown** – a sudden and accidental failure of an Item resulting in physical damage to the Item which requires the repair or replacement of the Item or a part of the Item.

BUT, Breakdown does not mean:

- (a) depletion, deterioration, corrosion or erosion of material;
- (b) wear and tear;
- (c) vibration or misalignment;
- (d) the functioning of any safety device or protective device; or
- (e) the failure of a structure or foundation supporting the equipment or a part of the equipment.

**Data** – proprietary software programmes and information input stored or recorded on data media material.

**Item** – an individual item of Insured Property. The expression includes a part of an individual item of Insured Property.

**Safe** – a burglar-resistant container which has been designed to resist fire and attack by hand-held or power-operated tools and has been specifically designed for the storage of money and valuables.

**Strongroom** – a burglar-resistant structure constructed of masonry and steel which has been designed to resist fire and attack by hand-held or power-operated tools and has been specifically designed for the storage of money and valuables.

## Basis of Settlement

In the event of loss or damage indemnifiable under this Section, the basis of settlement will be:

- (a) in the case of physical damage to an Item, the reasonable cost of repair of that Item; and
- (b) in the case of the loss of an Item, the cost of replacing that Item.

The Excess and the value of any salvage (if retained by You) will be deducted from the amounts calculated below.

Our liability in respect of any one occurrence will not exceed the Sum Insured specified in the Certificate of Insurance.

### Cost of Repair

Subject to "Cost of Replacement" below, where the Item is repaired the reasonable cost of repair is the cost borne by You necessary to return the damaged Item to its former state of serviceability, including:

- (a) cost of dismantling and re-erection;
- (b) cost of removal of debris;
- (c) charges for overtime and work on public holidays;
- (d) an amount not exceeding five percent (5%) of the Sum Insured for the Item for freight charges within the Commonwealth of Australia, including the cost of transportation as freight by any recognised airline's scheduled service; and
- (e) customs duties and dues (if any), to the extent that such expenses have been included in the Sum Insured for the Item.

Where repairs to a damaged but repairable Item cannot be effected because of the unavailability of replacement parts, the basis of settlement will be the estimated cost (including items (a) to (e) above) which would have been incurred for repairs necessary to return the damaged Item to its former state of serviceability. Where necessary, the estimated cost of unavailable parts will be based on the cost of available parts from similar equipment which is still in production.

### Cost of Replacement

Where the Item is replaced or where the cost of repair calculated above exceeds:

- (a) the Sum Insured for the Item; or
- (b) if the Item is:
  - (i) less than five (5) years old, the cost of replacement of the Item by an item of similar function, type, capacity and quality and in a condition equal to, but not better than, the condition of the Item when new; or
  - (ii) five (5) years old or older, the actual depreciated installed value of the Item,

We will pay the lesser of (a) or (b) or, at Our option, replace the Item with an item of similar function, type, capacity and quality and in a condition equal to, but not better than, the condition of the Item when new.

## Sum Insured

Our liability in respect of any one occurrence will not exceed the Sum Insured specified in the Certificate of Insurance.

## Exclusions to Covers A and D

We will not be liable for:

1. the cost of replacement of valves, tubes (including picture tubes) and light sources which are components of the Item;
2. loss or damage caused by atmospheric moisture or temperature unless directly resulting from damage to or malfunction of airconditioning equipment;
3. the cost of replacement of:
  - (a) damaged, worn or spent batteries, belts, chains, tapes, ribbons, toner and/or printer cassettes, films, filters, fuses, electric heating elements, electrical contacts, glass components, lubricants, and all operating media; or
  - (b) component parts worn through normal use or operation, unless damaged in consequence of loss or damage insured by this Section;
4. the cost of:
  - (a) preventative maintenance work;
  - (b) alterations, additions, improvements or overhauls whether carried out in the course of indemnifiable repairs or as a separate operation;
  - (c) replacement or restoration following gradual deterioration (including from rust, corrosion, erosion, oxidation or scale formation); or
  - (d) temporary repairs unless such repairs constitute part of the final repairs and do not increase the total repair costs;
5. loss, damage or disappearance of any kind occurring to an Item during any period when it is on hire, rental, lease or loan;
6. when Cover D Breakdown Cover is applicable, any physical loss or damage caused by any event for which insurance is available under any other Section of this booklet;
7. loss or damage recoverable by You under any maintenance agreement or loss or damage which would be so recoverable but for breach of Your obligations under any such agreement;
8. consequential loss of any kind or description whatsoever;
9. scratching of painted or polished surfaces;
10. loss of or damage to any Item resulting from:
  - (a) Flood or inundation; or
  - (b) run-off, being rainwater that has accumulated directly on and flowed across normally dry ground from an area outside the premises occupied by You, unless this Section is endorsed specially to include such loss or damage;
11. loss or damage due to faults or defects known to You or any of Your directors, partners, officers, employees or members at the time of arrangement of this insurance or any subsequent renewal and not disclosed to Us;
12. the cost of air fares and associated travel expenses of repair personnel;

13. expenses incurred by use of overseas specialists or consultants to assist in or supervise local repairs;
14. loss or damage discovered only at the time an inventory is taken; or
15. loss of or damage to Data caused by or resulting from the partial or total failure, malfunction or loss of use of any electronic equipment, computer system, information repository, microchip, integrated circuit or other similar device due to:
  - (a) the erasure, destruction, corruption, misappropriation or misinterpretation of Data;
  - (b) any error in creating, amending, entering, deleting or using Data;
  - (c) the inability to receive, transmit or use Data; or
  - (d) the impact of any virus or the functioning or malfunctioning of the internet, intranet, local area networks, virtual private networks or similar facility, or of any internet address, website or similar facility,PROVIDED that, We will pay for losses that result solely from the Breakdown of any other Item which is covered by this Section.
16. loss or damage insured or partly insured under Section 7 of this Policy.

## Conditions Applying to Covers A and D

### 1. Adequacy of Sum Insured

It is a condition of this insurance that the Sum Insured You nominated for an Item and which is stated in the Certificate of Insurance is not less than the New Replacement Value for that Item at the commencement of the Period of Insurance, being the cost of replacement of the Item by a new item of the same function, type, capacity and quality (but not necessarily of the same make), including packing, freight, customs duties and dues (if any) and all installation charges.

If in the event of loss or damage to an Item it is found that the Sum Insured is less than eighty percent (80%) of the amount required to be insured pursuant to this Condition, the amount recoverable by You in respect of the Item will be proportionately reduced by the proportion which the Sum Insured bears to eighty percent (80%) of the amount required to be insured.

### 2. Claims

In the event of loss of or damage to an Item, You will produce to Us, to Our reasonable satisfaction, all accounts, estimates, invoices, receipts and other documentation evidencing that replacement or repair has taken or is to take place or that repair cannot be effected due to the unavailability of parts. Nothing in this Condition is intended to restrict or limit Your obligations under General Condition 2 Claims – Procedure of Your Policy.

## Optional Benefits

The following Optional Benefits do not apply automatically. They apply when You have requested their inclusion in this Section and the Certificate of Insurance has been endorsed by Us noting the inclusion.

### 1. Restoration of Data and Data Media Material

In the event of sudden and unforeseen loss or damage to any Item specified in the Certificate of Insurance as insured under this Optional Benefit from any cause other than those specifically excluded by this Section, We will pay for such loss or damage and the cost of restoring the Data stored or recorded in the lost or damaged Item.

This Optional Benefit applies during the Period of Insurance to Items while:

- (a) at the Situation;
- (b) at a data storage situation used by You for that purpose;
- (c) temporarily at any alternative situation for processing purposes; or
- (d) in transit between any of the above within the Commonwealth of Australia.

#### **Basis of Settlement**

We will pay for:

- (a) the actual cost of replacement of lost or damaged data media material by new unused material;
- (b) any expenses which can be proved to have been incurred by You strictly for the purpose of restoring the Data by reproduction of data in a condition equivalent to that existing prior to the occurrence of loss or damage. Lost Data may be produced in an updated form if the cost of doing so is no greater than that of reinstatement in the original form; and
- (c) the cost of extra charges for overtime and work on public holidays.

We will only be liable for costs and expenses incurred within a period of twelve (12) months following the occurrence of indemnifiable loss or damage.

The Excess and the value of any salvage (if retained by You) will be deducted from the amounts calculated above.

#### **Sum Insured**

Our liability in respect of any one occurrence will not exceed the Sum Insured specified in the Certificate of Insurance.

#### **Special Exclusions Applying to this Optional Benefit**

We will not be liable for:

1. loss or distortion of Data which does not arise from physical loss or damage to the data media material on which it is stored or recorded;
2. loss or damage caused by atmospheric moisture or temperature unless directly resulting from damage to or malfunction of airconditioning equipment;
3. the cost of replacement of component parts worn through normal use or operation;
4. consequential loss of any kind or description whatsoever; or
5. loss or damage due to faults or defects known to You or any of Your directors, partners, officers, employees or members at the time of arrangement of this insurance or any subsequent renewal and not disclosed to Us.

### **Special Condition Applying to this Optional Benefit**

You will:

- (a) update backup of Data on a daily basis;
- (b) keep backup of Data in a Safe or Strongroom or at a secure off-site location.

## **2. Increased Cost of Working**

In the event of any interruption to the normal operation of the Items insured under this Section directly resulting from loss or damage indemnifiable under either Cover A Maxicover or Cover D Breakdown Cover of this Section, We will indemnify You for additional expenditure incurred during the Indemnity Period specified in the Certificate of Insurance for the use of substitute items to maintain normal business operations during the interruption.

### **Basis of Settlement**

We will pay for the following actual expenditure which can be proved to have been necessarily and reasonably incurred during the Indemnity Period specified in the Certificate of Insurance over and above the normal expenses which would have been incurred by You in the operation of the Items insured under this Section:

- (a) additional expenditure for the rental of substitute computers;
- (b) additional personnel expenses; and
- (c) additional transportation expenses.

The Indemnity Period will begin with the commencement of use of substitute equipment, but will not exceed the Indemnity Period Limit specified in the Certificate of Insurance.

### **Sum Insured**

Our liability in respect of any one occurrence will not exceed the Sum Insured specified in the Certificate of Insurance.

### **Special Exclusions Applying to this Optional Benefit**

We will not be liable for:

1. the amount calculated by multiplying the average daily indemnifiable actual loss by the number of days specified in the Certificate of Insurance as the Time Excess;
2. increased cost of working during periods of interruption due to alterations, additions or improvements to the Item;
3. increased cost of working during periods of interruption due to the need for the cleaning, adjustment, inspection, maintenance or overhaul of the Item; or
4. increased cost of working during a period of interruption due to delay in the repair or restoration of Items of foreign manufacture where such delays result from:
  - (a) measures, restrictions or regulations imposed by any government, public or statutory authority;
  - (b) the time required to procure replacement component parts or complete items overseas;
  - (c) the time required to transport parts or complete items between the Situation and the overseas place of repair or restoration; or

(d) the time required to engage and transport overseas specialists or consultants to attend local repairs, PROVIDED that, without derogating from Special Exclusion 1 to this Optional Benefit, this Special Exclusion will not exclude the increased cost of working incurred in the first four (4) weeks of any such period of interruption.

### **3. Transit and Temporary Removal**

This Optional Benefit applies only to those Items listed in the Certificate of Insurance as being covered by this Optional Benefit.

The insurance is extended to cover the Insured Items within the Commonwealth of Australia whilst:

- (a) in transit; or
- (b) temporarily located away from the Situation,

PROVIDED that We will not be liable for loss or damage:

- (i) due to theft or attempted theft while the Insured Items are unattended, unless such Items are securely locked in a building or motor vehicle and are kept out of the sight of persons external to the building or vehicle;
- (ii) from any cause while the Insured Items are installed or carried in or on any waterborne vessel or craft; or
- (iii) from any cause while the Insured Items are carried in an aircraft or aerial device or by commercial road transport, unless:
  - (A) the Insured Items are packed in the manufacturer's original shipment containers and packing or equivalent purpose-built transportation containers; or
  - (B) the Insured Items are carried as personal hand luggage by You.

# Transit

## Section 9

### Insurance

In the event of loss or destruction of or damage to the Insured Property while it is in transit on a conveying vehicle or aircraft anywhere in the Commonwealth of Australia and where such loss or damage is directly caused by:

- (a) a collision, overturning or derailment of the conveying vehicle or crashing of the aircraft;
- (b) fire, lightning or Flood;
- (c) theft following visible forcible and violent entry into the conveying vehicle or premises in which the conveying vehicle is housed at the time of the loss or damage; or
- (d) pilferage or non-delivery of an entire consigned package which is being transported by a professional carrying company,

We will pay to You the Value of the Insured Property lost, destroyed or damaged.

### Period of Cover

Cover on the Insured Property commences from the time it leaves the warehouse or place of storage during the Period of Insurance and continues during the ordinary course of transit, including any incidental overnight storage, until arrival at:

- (a) the nominated destination; or
- (b) any other place of storage, whether prior to or at the nominated destination, which You have elected to use for storage, other than a place used in the ordinary course of transit.

### Definitions

Unless the context otherwise requires, where the following words and expressions appear in or are read in conjunction with this Section, they will have the following meanings:

**Conveying Vehicle** – a motor vehicle or train when it is carrying Insured Property.

**Insured Property** – goods and/or merchandise as described in the Certificate of Insurance for this Section which You own or for which You are legally liable.

**Value** has the meaning given to it in “Basis of Settlement” in this Section.

### Basis of Settlement

The Value of the Insured Property lost, destroyed or damaged will be calculated on the following basis, BUT We will not pay more than the Limit Any One Conveyance shown in the Certificate of Insurance.

#### **Produce to be Sold at Market**

In the case of produce to be sold at market, the Value will be the average price You would have received for the particular produce at the intended market on the intended date of sale.

## **All Other Goods**

In the case of all other Insured Property, the Value will be:

- (a) for Insured Property which You are selling or purchasing, the invoice value of the Insured Property shown on the sales or purchase invoice; or
- (b) in all other cases, or where no invoice is raised for the sale or purchase of the Insured Property, the Indemnity Value, being the actual market value of the Insured Property immediately prior to the event giving rise to the loss or damage.

This means that in the event of a claim, We will, at Our option, pay the reasonable cost to either:

- (i) repair the damaged Insured Property to a condition similar to that which it was in immediately prior to the damage (or, if repairs are unable to be effected, We will pay the difference between the Value (as determined in (a) or (b) above) and the actual market value of the damaged Insured Property immediately after the event giving rise to the loss or damage); or
- (ii) replace the lost or destroyed Insured Property with similar items in the same condition that the Insured Property was in immediately prior to the event giving rise to the loss or destruction. We will also pay for the costs of freight (or where only part of the Insured Property is lost or destroyed, that proportion of the costs which relate to that part) for which You are liable.

## **Additional Clauses**

### **Pairs & Sets Clause**

Where an insured item consists of parts forming a pair or set, Our liability in respect of loss or destruction of or damage to any particular part or parts is limited to the proportion of the Value of the pair or set (as calculated in accordance with the above clauses) which relates to that part which is lost, destroyed or damaged.

### **Antique Clause**

In the event of damage to any article of furniture, or article of antique nature, Our liability is limited to the reasonable costs of repair and no claim is allowable for depreciation of the article following the repair.

### **Replacement Clause – Second Hand Goods**

In the event of a claim for loss or destruction of or damage to any part(s) of an insured second hand article, Our liability is limited to that proportion of the cost of the replacement of the part(s) as the Indemnity Value of the complete article bears to the value of an equivalent new article, plus any additional charges for forwarding and refitting the new part(s) if incurred. PROVIDED always that in no case will Our liability exceed the Indemnity Value of the complete article.

### **Co-insurance Clause**

Where the total Value of the Insured Property carried at the time of the loss, destruction or damage (“the Total Value”) exceeds the Limit Any One Conveyance shown in the Certificate of Insurance, We will be liable for no greater proportion of the loss, destruction or damage than that which the Limit Any One Conveyance bears to the Total Value.

## Extra Benefits

This Section is extended to include the following Extra Benefits.

Unless indicated otherwise, the amount payable by Us is included in the Limit Any One Conveyance shown in the Certificate of Insurance.

We will also cover You for:

1. expenses incurred in the removal of debris arising out of damage to or destruction of the Insured Property caused by a peril insured under this Section. These expenses are subject to an additional limit of \$2,000 for any one event or series of events;
2. any extra charges reasonably incurred in unloading, storing and forwarding the Insured Property to the nominated destination following an event resulting from a peril insured under this Section;
3. expenses that You necessarily and reasonably incur in minimising or averting loss, destruction or damage to the Insured Property following an event resulting from a peril insured under this Section; and
4. any additional charges for forwarding and refitting of new part(s) of the Insured Property lost, destroyed or damaged by a peril insured under this Section.

## Exclusions

1. We will not pay for loss or destruction of or damage to money or goods representing money (such as stamps and lottery tickets), documents and artwork or other items of a similar nature, precious metals and gems or articles made of them, watches, jewellery, paintings or other works of art, livestock or other animals, explosives, firearms, petroleum products, bulk gas products, motor vehicles, motor cycles, boats, caravans, houses, "made up" portable sheds or offices, tools of trade and salesmen's samples.
2. We will not pay for loss, destruction, damage or expense caused by or resulting from:
  - (a) theft occurring while the conveying vehicle is left unattended overnight unless the conveying vehicle has been left within securely locked premises;
  - (b) impact of the load with another part of the load or with the conveying vehicle, unless as a result of a peril insured under this Section;
  - (c) insufficient or unsuitable packing of Your goods;
  - (d) delay, loss of market, depreciation, deterioration or any other consequential loss whatsoever;
  - (e) Your wilful misconduct;
  - (f) unexplained shortage or disappearance; or
  - (g) goods sent by post, unless they have been forwarded by either registered or security mail.

## Condition

You must ensure that all rights against carriers, bailees or other third parties are properly preserved and You will take all such steps as We reasonably require to exercise such rights.

# Portable Property – Anywhere in Australia

## Section 10

### Insurance

We will insure You for loss or damage to Your Insured Property arising from a sudden and unforeseen accident or event occurring during the period of insurance anywhere in Australia.

### Definitions

Unless the context otherwise requires, where the following words and expressions appear in or are read in conjunction with the Section, they will have the following meanings:

**Insured Property** - Specified Items and/or Unspecified Items. Your Certificate of Insurance shows whether you are insured for Specified Items and/or Unspecified Items.

**Specified Items** - property that is specifically described on Your Certificate of Insurance .

**Tool of Trade** -a piece of equipment that provides a mechanical advantage in accomplishing a physical task.

Tool of Trade includes:

- hand tools – being a device for doing a particular job that does not use a motor, but is powered solely by the person using it; and
- hand held power tools powered by an electric motor.

Tools of Trade does not include:

- mobile phones, laptop computers, electronic diaries, GPS units or video cameras or any of their accessories; or
- any item worth more than \$1,000

**Unspecified Items** - property which is not a Specified Item but which is part of a group or class of property described generally in the Certificate of Insurance.

Unspecified Items do not include:

- mobile phones, laptop computers, electronic diaries, GPS units or video cameras or any of their accessories; or
- any item worth more than \$1,000

### Basis of Settlement

At Our option, We will:

- (a) repair or replace the item of Insured Property (including carry case and usual accessories) to a condition equal to but not better or more extensive than its condition when new; or
- (b) pay the cost to repair or replace the Insured Property.

When the loss or damage is confined to a part or component of the Insured Property, We will only pay for that part or component plus the cost of any necessary dismantling and reassembling.

If We replace or pay the cost of replacing any item of Insured Property You no longer have any cover for that item or the replacement item.

Unless stated otherwise the Excess that applies is shown in the Certificate of Insurance.

## Extra Benefits

This Section is extended to include the following Extra Benefits.

Unless indicated otherwise, the amount payable by Us is in addition to the relevant Sum Insured.

### 1. Theft of Other equipment

We will insure you for theft occurring during the Period of Insurance anywhere in Australia of Insured Property not belonging to You but in Your physical or legal control for the purposes of Your Business provided that the theft was from:

- (a) a securely locked vehicle and the theft was consequent upon forcible and violent entry to the vehicle;
- (b) a vehicle to which the Insured Property had been securely chained by a steel chain having a link diameter of 10mm or greater and a padlock with a security rating under AS 4145.4 of 6 or above;
- (c) Your private residence or the private residence of Your employee who has been authorised by You to have the custody and control of the Insured Property. PROVIDED that We will not insure any theft by a tenant; or
- (d) a securely locked building or from a securely locked part of a building and the theft was consequent upon forcible and violent entry to the building or that part of the building. PROVIDED that We will not insure any theft:
  - (i) committed by any person while lawfully in the building; or
  - (ii) of insured property which is unattended in areas of the building accessible by the general public.

The limit of Our liability under this Extra Benefit is limited to \$2,000 during any one Period of Insurance.

### 2. Reinstatement of sum insured

If We pay any amount for loss or damage to Insured Property, We will reinstate the relevant Sum Insured to the amount shown on the Certificate of Insurance. If We request an additional premium or impose any conditions on You, You must:

- (a) pay the additional premium to us or your Sum Insured will be reduced by the amount of the payment made by us; and/or
- (b) comply with the conditions or your Sum Insured will be reduced by the amount of the payment made by us until the Period of Insurance ends.

We will not impose any conditions on you to reinstate the Sum Insured after the first claim you have in the Period of Insurance. The reinstated sum insured applies only in relation to losses that occur after the reinstatement.

## Sum Insured

- (a) Our liability during any one Period of Insurance is limited in respect of each Specified Item to the Sum Insured for that item.
- (b) Our liability during any one Period of Insurance is limited in respect of any one Unspecified Item to \$1,000. Our liability during any one Period of Insurance for all claims in respect of any particular group or class of Unspecified Item is limited to the Sum Insured for that group or class of Unspecified Items.

## Exclusions

- 1. We will not be liable for loss, damage or expense caused by or arising out of:
  - (a) the actual process of cleaning, maintenance, overhaul, repair or renovation, alteration, addition or undergoing a trade process;
  - (b) wear and tear, fading, gradual deterioration or developing flaws, normal upkeep or making good, or any gradual cause;
  - (c) moths, termites or other insects or vermin;
  - (d) scratching, biting or chewing by any animal or bird;
  - (e) chipping, scratching, denting or marring that does not materially affect the use or operation of the property insured;
  - (f) change in colour, loss of weight, change in flavour, texture or finish;
  - (g) the action of light, atmospheric conditions, mildew, mould or variations or extremes of temperature, rust or oxidation, wet or dry rot, corrosion, inherent vice or latent defect;
  - (h) mechanical, hydraulic, electrical or electronic breakdown, burn-out, failure, malfunction or derangement of any equipment or device;
  - (i) smut or smoke from industrial operations (other than sudden and unforeseen resultant damage);
  - (j) any faults or defects in any item of Insured Property that You or any of Your employees knew about before taking out this Section;
  - (k) unexplained inventory shortage, disappearance resulting from clerical or accounting errors, or shortage in the supply or delivery of materials;
  - (l) testing, experimentation, intentional overloading, misuse or abuse;
  - (m) cracking, scratching or breakage of glass or fragile items unless as a consequence of loss or damage;
  - (n) fraud or dishonesty by You or any other person;
  - (o) kidnapping, bomb threat, threat of contamination, hoax, trickery, extortion or any attempt at any of these;
  - (p) detention, confiscation or disappearances by customs or any lawful authority;
  - (q) the action of the sea, tidal wave, high water or tsunami;
  - (r) flood;
  - (s) erosion; subsidence, earth movement or collapse;
  - (t) faulty materials or faulty workmanship;
  - (u) error, failure or omission in design plan or specification.

2. We will not pay for loss or damage to:
  - (a) mobile phones, laptop computers, electronic diaries, GPS units or video cameras, or any of their accessories unless it is a Specified Item;
  - (b) any item worth more than \$1,000 unless it is a Specified Item;
  - (c) money or documents of any kind;
  - (d) tools of trade, sporting equipment, guns or musical instruments while they are in use; or
  - (e) property undergoing any process involving the application of heat.
3. We will not be liable for loss of use, loss of earning capacity or any other consequential loss.
4. We will not be liable for loss, damage or expense caused by or arising out of:
  - (a) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of data media;
  - (b) breakdown or malfunction of the processing system including operator error or omission in creating, amending, loading, deleting or using data media; or
  - (c) total or partial inability or failure to receive, send, access or use data media for any time or at all.
5. We will not be liable for any loss or damage for which insurance is available under any other Section of this Policy.
6. We will not be liable for loss or damage caused by or arising out of theft
  - (a) committed by any member of Your family or by any employee of Yours or committed by any person whilst lawfully at your premises; or
  - (b) of unattended Insured Property in the open air.
7. We will not be liable for loss or damage caused by or arising out of theft from any building or vehicle unless the Insured Property was;
  - (a) securely locked in the vehicle and the theft was consequent upon forcible and violent entry to the vehicle;
  - (b) securely and permanently affixed to the building or vehicle and theft is consequent upon forcible and violent removal of the insured property
  - (c) securely chained to the vehicle by a steel chain having a link diameter of 10mm or greater and a padlock with a security rating under AS 4145.4 of 6 or above;
  - (d) in your private residence or the private residence of Your employee who has been authorised by You to have the custody and control of the insured property. PROVIDED that We will not insure any theft by a tenant;
  - (e) securely locked in a building or any part of the building and the theft is consequent upon forcible and violent entry to the building or that part of the building. PROVIDED that We will not insure any theft:
    - (i) committed by any person while lawfully in the building; or
    - (ii) of Insured Property which is unattended in areas of the building accessible by the general public; or
  - (f) stolen as a consequence of armed hold-up or the threat of physical violence.

# Conditions

## 1. Items in a pair, set or collection

When the Insured Property includes items in a pair, set or collection the insurance for each item is limited to its proportionate value only, and does not include any special value the individual item may have as part of a pair, set or collection. Any reduction in the value of the remaining part or parts of the pair, set or collection following loss or damage to an individual item is not insured.

## 2. Under-Insurance

- (a) In respect of Specified Items - if two or more items are insured under one Sum Insured then, in the event of loss or damage, We will be liable for no greater proportion of the loss or damage than that which the Sum Insured bears to eighty percent (80%) of the replacement value of these items.
- (b) In respect of Unspecified Items – in the event of loss or damage, We will be liable for no greater proportion of the loss or damage than that which the Sum Insured for the particular group or class of Unspecified Items bears to eighty percent (80%) of the replacement value of all property of the same group or class owned by you whether insured under this Section or not.

For the purpose of paragraphs a) and b) of this Condition the replacement value will be determined net of any GST component of that value and will be calculated as at the date the Policy was last entered into, renewed, extended or varied.

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## How to contact us

- Phone us.
- For questions or to change your details 13 11 55.
- For claims 13 25 24.
- Find us on the web at [suncorp.com.au](http://suncorp.com.au)
- Or contact your Suncorp Authorised Representative or Insurance Broker.

## Who we are

This insurance is issued by  
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