



# Commercial Property Owners Policy

Underwritten by Guild Insurance Limited



## About Acerta

Acerta is the name of Guild Insurance Limited's intermediary division. Acerta partners with insurance intermediaries by complementing our products with an experienced team committed to providing prompt personalised service that delivers certainty to our customers.

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# Summary of Available Covers

The following provides You with a summary of the Covers available under this Policy.

There are additional automatic or optional Cover benefits within nearly all Sections. You should refer to the relevant Section for details of those additional Cover benefits.

You should read the relevant Section for a full description of the Section Cover together with any relevant limits, specific exclusions and conditions that apply in addition to the general conditions and general exclusions contained in this policy-booklet.

Section	Cover Summary	Additional Benefits
<b>Business Property</b>	<p>This Section Covers Damage to Your Buildings, Business Contents and Specified Items from any cause not specifically excluded.</p> <p>The additional benefits shown for this Section apply only if the Basis of Settlement stated in the Schedule is Reinstatement.</p>	<p><b>Additional Benefits — Reinstatement Cover</b></p> <ul style="list-style-type: none"> <li>&gt; Alternative Premises</li> <li>&gt; Automatic Reinstatement of Cover</li> <li>&gt; Boilers or Other Pressure Vessels</li> <li>&gt; Capital Additions</li> <li>&gt; Catastrophe Loss Cover</li> <li>&gt; Claims Preparation Costs</li> <li>&gt; Clearing Pipes and Drains</li> <li>&gt; Discharge of Mortgage Fees or Lease Fees</li> <li>&gt; Exploratory Costs</li> <li>&gt; Government Fees – Buildings</li> <li>&gt; Home Office Contents</li> <li>&gt; Landscaping</li> <li>&gt; Loss of Land Value – Buildings</li> <li>&gt; New Business Premises</li> <li>&gt; On-Hire – Business Contents</li> <li>&gt; Open Air – Business Contents</li> <li>&gt; Personal Effects</li> <li>&gt; Prevention of Damage Costs</li> <li>&gt; Removal of Debris and Temporary Repairs</li> <li>&gt; Rewriting of Business Documents</li> <li>&gt; Temporary Protection and Security</li> </ul> <p><b>Optional Additional Benefits</b></p> <ul style="list-style-type: none"> <li>&gt; Flood</li> <li>&gt; Removal of Debris and Temporary Repairs</li> <li>&gt; Strata Title Mortgagee's Interest</li> </ul> <p><b>Additional Benefits — Indemnity Cover</b></p> <ul style="list-style-type: none"> <li>&gt; Automatic Reinstatement of Cover</li> <li>&gt; Loss of Land Value — Buildings</li> </ul>

Section	Cover Summary	Additional Benefits
<b>Business Interruption</b>	<p><b>Part A – Loss of Rent</b></p> <p>Part A of this Section Covers You for Loss of Rent following an interruption to Your Business resulting from an insured Loss which is Covered under Sections:</p> <ul style="list-style-type: none"> <li>&gt; Section – Business Property;</li> <li>&gt; Section – Theft;</li> <li>&gt; Section – Money;</li> <li>&gt; Section – Glass;</li> <li>&gt; Section – General Property; or</li> <li>&gt; Section – Machinery and Electronic Equipment Breakdown;</li> </ul> <p>of this Policy.</p> <p>You are also Covered for Claims Preparation Costs.</p> <p><b>Part B – Rent Default</b></p> <p>Part B of this Section Covers You for Loss of Rent from a Tenant following a breach of a Lease Agreement and other circumstances Covered under Your Rent Default Cover.</p>	<ul style="list-style-type: none"> <li>&gt; Accounts Receivable</li> <li>&gt; Automatic Reinstatement of Cover</li> <li>&gt; Business Documents</li> <li>&gt; Loss of Incidental Income</li> <li>&gt; Prevention of Access</li> <li>&gt; Public Utilities</li> </ul> <p><b>Additional Benefits</b></p> <ul style="list-style-type: none"> <li>&gt; Legal Expenses</li> </ul>
<b>Theft</b>	<p>This Section Covers Theft of Business Contents and Specified Items caused by forcible and violent entry to the Buildings at the Business Premises.</p>	<p><b>Additional Benefits - Reinstatement Cover</b></p> <ul style="list-style-type: none"> <li>&gt; Alternative Premises</li> <li>&gt; Automatic Reinstatement of Cover</li> <li>&gt; Claims Preparation Costs</li> <li>&gt; Damage to Business Property</li> <li>&gt; Death Following Assault</li> <li>&gt; Equipment on Hire</li> <li>&gt; Home Office Contents</li> <li>&gt; New Business Premises</li> <li>&gt; Personal Effects</li> <li>&gt; Replacement of Locks, Keys and Combinations</li> <li>&gt; Restoration of Security System</li> <li>&gt; Rewriting of Business Documents</li> <li>&gt; Temporary Protection and Security</li> <li>&gt; Theft Without Forcible Entry</li> </ul>

Section	Cover Summary	Additional Benefits
<b>Money</b>	This Section Covers Loss of Money at or away from the Business Premises including in Your Private Residence.	<ul style="list-style-type: none"> <li>&gt; Automatic Reinstatement of Cover</li> <li>&gt; Bank and Public Holiday Cover</li> <li>&gt; Claims Preparation Costs</li> <li>&gt; Counterfeit Currency</li> <li>&gt; Damage to Safes or Strongrooms</li> <li>&gt; Death Following Assault</li> <li>&gt; Money in Custody</li> <li>&gt; New Business Premises</li> <li>&gt; Personal Money Belonging to You or Your Employees</li> <li>&gt; Replacement of Locks, Keys and Combinations</li> <li>&gt; Temporary Protection and Security</li> </ul>
<b>Employee Dishonesty</b>	This Section Covers Loss of Money or Business Property arising from fraud or dishonesty by Your Employees.	<ul style="list-style-type: none"> <li>&gt; Automatic Reinstatement of Cover</li> <li>&gt; Claims Preparation Costs</li> <li>&gt; Cost of Recovery</li> <li>&gt; Welfare, Social or Sporting Clubs or Superannuation or Pension Schemes</li> </ul>
<b>Machinery and Electronic Equipment Breakdown</b>	This Section Covers the cost to repair or replace Machinery and Electronic Equipment necessitated by Breakdown.	<ul style="list-style-type: none"> <li>&gt; Additional Items</li> <li>&gt; Claims Preparation Costs</li> <li>&gt; Inflation Protection</li> <li>&gt; Professional Fees</li> </ul>
<b>Glass</b>	This Section Covers Breakage of Glass at the Business Premises, including Internal and External Glass and Signs.	<ul style="list-style-type: none"> <li>&gt; Claims Preparation Costs</li> <li>&gt; Damage to Business Contents</li> </ul>
<b>General Property</b>	This Section Covers Damage to Business Contents and Specified Items in Transit and elsewhere in Australia.	<ul style="list-style-type: none"> <li>&gt; Claims Preparation Costs</li> </ul>
<b>Tax Audit</b>	This Section Covers You for Professional Fees associated with an Audit of Your Business by the Australian Taxation Office or any Australian State or Territory statutory taxation authority or agency.	

Section	Cover Summary	Additional Benefits
<b>Public and Products Liability</b>	<p><b>Public Liability:</b></p> <p>This Section Covers You for amounts You are legally liable to pay as compensation to third parties for unexpected or unintended Bodily Injury, Property Damage or Advertising Liability as a result of an event happening during the Period of Cover in connection with Your Business.</p> <p><b>Products Liability:</b></p> <p>This Section Covers You for amounts You are legally liable to pay as compensation to third parties for unexpected or unintended Bodily Injury, Property Damage or Advertising Liability as a result of an event happening during the Period of Cover in connection with Your Products.</p>	<ul style="list-style-type: none"> <li>&gt; Claims Preparation Costs</li> <li>&gt; Conferences, Training, Teaching</li> <li>&gt; Cross Liabilities</li> <li>&gt; Good Samaritan Acts</li> <li>&gt; Joint Venture Liability</li> <li>&gt; Vicarious Liability for Tenants, Agents and Contractors</li> </ul>
<b>Workplace Health and Safety Law Breaches Legal Costs</b>	<p>This Section Covers You for legal fees, costs and expenses You incur for legal appeal proceedings in respect of fines, prohibition notices or determinations under workplace health and safety legislation that arise out of an Occurrence in connection with Your Business.</p>	

# Introduction

## Applying for Cover with Us

Prior to this Policy coming into effect You or Your insurance intermediary have provided Us with information in support of Your request for Cover with Us. The information that You have provided to Us is referred to as Your Application for this Policy.

You must ensure the information provided to Us is accurate and that You have complied with Your duty of disclosure. We have relied on Your Application to decide whether to issue this Policy and, if We do so or have, the terms and conditions upon which We do/did so.

When You have paid the Premium, or agreed to pay the Premium, We will issue You with a Schedule and this policy-booklet. If payment of the Premium as stated in the Schedule is not made then there is no Cover provided under this Policy.

## Your Policy

Your Policy consists of:

- the Policy wording;
- a Schedule; and
- other documentation indicating a change to Your Policy, including Endorsements.

The Policy wording, together with the Schedule, form the legal contract of insurance between You and Us.

This policy-booklet consists of:

- important information that You need to know before You take out a Policy with Us. This important information applies either to all Sections or to certain Sections of this Policy; and
- the Policy wording, which forms part of Your legal contract with Us and tells You:
  - what Your Policy Covers;
  - what Your Policy does not Cover;
  - Excesses that apply to claims under this Policy; and
  - conditions that relate to Your Cover and to claims You may make under this Policy.

When We change Your Policy details during the Period of Cover We will send Your insurance intermediary a new Schedule. This Schedule will be titled 'Endorsement' and will contain details of the Endorsement to Your Policy.

Please read this policy-booklet together with the Schedule and any accompanying documents carefully and keep them in a safe place for future reference.

## Complaints and Disputes Resolution

We have a formal complaints and dispute resolution process that is fair, efficient and accessible to all Our clients. This service is free of charge to You.

If You do not agree with any decision We make in relation to Your insurance Policy please contact Your insurance intermediary or Us indicating the nature of the complaint.

We will then resolve or attempt to resolve Your complaint or refer it to Our internal Dispute Resolution Manager.

## General Insurance Code of Practice

We are a signatory to and fully support the General Insurance Code of Practice. The objectives of this Code are to commit insurers and the professionals they rely upon to higher standards of customer service.

Please contact Us if You or Your insurance intermediary would like further information about the Code of Practice. Alternatively, You can view the Code of Practice at [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

## Privacy

We are committed to complying with privacy laws and protecting Your personal information. By entering into a contract with Us, You agree to:

- the collection, use and disclosure of Your personal information to evaluate, effect, manage and administer Your insurance Cover, financial service or product provided to You by Us, any related company, or in conjunction with Us. This applies to personal information provided previously, currently and in the future;
- the collection, use and disclosure of Your personal information to inform You of other products and services offered by Us, Our related entities or Your representative;
- the use and disclosure of Your personal information to test and improve upon the systems used to manage Your Policy or financial product;
- the collection from, and/or disclosure of, Your personal information to a third party which may include Your insurance intermediary, Your employer and Our service providers (including but not limited to other insurers, medical practitioners, lawyers, claims consultants, loss assessors and investigators), where this is relevant for the administration of Your Policy, financial product or a claim under this Policy;
- the disclosure of Your personal information to overseas recipients, where relevant, such as some of Our reinsurers; and

- the disclosure of Your personal information to a person, regulatory bodies or other entities if We are required or permitted to do so by law.

If You do not provide the requested personal information We may not be able to evaluate, effect, manage or administer Your Policy and You may also be in breach of Your duty of disclosure.

We will ensure that Your personal information is accurate, up-to-date and complete. You or Your insurance intermediary may access personal information We hold about You by contacting Us.

If You or Your insurance intermediary would like to make a complaint about how We have handled Your personal information please contact Us and speak to one of Our staff who will assist You.

Our privacy policy contains further information on access, correction and complaints handling procedures and can be accessed online at [www.acerta.com.au/privacy-principles](http://www.acerta.com.au/privacy-principles). Alternatively, please contact Us and We will arrange for a copy of the privacy policy to be provided to You.

# Important Information

The following important information applies to this Policy. Please read this information carefully and if You are in any doubt as to how this information may affect You please contact Your insurance intermediary or Us and ask for an explanation.

## Alteration of Risk

This Policy Covers Your Business as You have represented it to Us. It is important for You or Your insurance intermediary to advise Us immediately of any changes to Your Business that may result in an increased risk of destruction of or loss of or Damage to the Property Insured or liability to third parties.

For example, You should advise Us when there is a change in:

- Your Business name;
- the nature of Your Business activities;
- the construction of or alteration to Your Business Premises;
- Your address or the Location of Risk;
- Your or Your Business' products or services not previously disclosed to Us;
- Your or Your Business' financial status due to being placed into bankruptcy, receivership, liquidation or administration or becoming insolvent or wound-up; or
- any other change to the Business whereby the risk Covered under any Section of this Policy is increased.

You should also advise Us if Your Business is sold or otherwise permanently discontinued.

We have relied on all of this information to provide Cover under this Policy and the terms and conditions on which We provide that Cover.

## Commencement of Cover

No Cover is provided for Loss or Damage caused by:

- a bushfire or grassfire;
- a named cyclone or a tornado; or
- a Flood;

commencing or happening within a period of 168 hours (7 days) from the time of commencement of Your Cover with Us unless You took out Your insurance with Us:

- immediately after another insurance policy covering the same Business Property expired without an interruption in the period of insurance between that other insurer and Us;
- immediately after the risk legally passed to You as purchaser of Your Business Property; or
- immediately after You signed a lease or similar contract for Your Business Premises.

Cover for Rent Default in Section – Business Interruption will not commence if any Rent is in arrears at the commencement of the Period of Cover. This Cover will not commence until all Rent arrears have been paid and the Tenant has commenced paying the agreed Rent in accordance with the Lease Agreement.

## Your Duty of Disclosure

Before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

## If You Do Not Tell Us Something

If You do not tell Us anything You are required to, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

## Excess

An Excess may apply to Your claim under this Policy. The amount of any Excess applicable to any Section or part of a Section of this Policy is stated in the Schedule or in this policy-booklet.

We will deduct the amount of any Excess from the amount We pay in relation to any claim under this Policy. The Excess will be deducted from Your claim before the Sum Insured limit or Limit of Liability amount is applied.

## GST – Goods and Services Tax

This Policy has a GST provision in relation to Premiums and to payments We may make in respect of claims under this Policy. It may have an impact on how You determine the amount of insurance You need.

It is Your responsibility to ensure that Your Cover is adequate in light of the impact of GST on You.

## GST and Your Sums Insured

If You are registered for GST the Sum Insured that You choose should exclude Goods and Services Tax (GST).

## **GST and Claim Payments to You**

In the event of a claim under this Policy:

- if You are not registered for GST We will reimburse You the GST component in addition to any other amount We pay You; or
- if You are registered for GST You will need to claim the GST component from the Australian Taxation Office. Where You cannot claim the GST component in full We will reimburse You the unclaimed GST component in addition to the amount We pay You.

Your Policy contains claims conditions in respect of:

- GST and claim payments for acquisition of goods and services and other supply;
- GST and claim payments for compensation;
- GST and claim payments for legal and other costs; and
- Our limitation for GST payment.

You should read the claims conditions contained in this policy-booklet to make sure You understand both Our and Your obligations in respect of how GST will be treated in respect of the payment of claims under this Policy.

## **Limitations of Cover**

### **Claims Made and Notified Cover**

Section – Tax Audit operates on a ‘claims made’ basis of Cover.

A ‘claims made’ basis of Cover means that We only Cover claims under this Section in respect of an Audit or impending Audit of which You first had notice during the Period of Cover. You must advise Us during the Period of Cover of any Audit or notification of an Audit You first receive during the Period of Cover.

If You do not notify Us during the Period of Cover You may not be Covered under this Policy. This Policy does not cover You for any Audit made after the expiry of the Period of Cover or for any Audit first made against You prior to the Period of Cover.

Any such rights arise under the Insurance Contracts Act 1984 legislation only. The terms and effect of this Policy are that You are not Covered for Audits made against You after the expiry of the Period of Cover.

You should refer to the above Section of this policy-booklet for the full description of the ‘claims made’ Cover provided under that Section.

## **Premiums**

Your Premium will be subject to the inclusion of:

- a Premium for terrorism cover which is required under the Terrorism Insurance Act 2003 (Cth) to be applied to insurance covers for business property, business interruption, theft, money, general property, glass and public liability insurance. This Premium is compulsory by legislation;
- GST in accordance with relevant taxation legislation;
- stamp duty as imposed by the relevant legislation of each Australian State or Territory; and
- fire or emergency services levy in accordance with any relevant State or Territory legislation.

## **Sums Insured and Limits of Liability**

Cover under all Sections of this Policy is limited to the Sums Insured or Limits of Liability stated in the Schedule unless otherwise provided under any Section of this Policy. The Sums Insured or Limits of Liability stated under any Section of this Policy represent the full extent of Our maximum liability to You in relation to all claims under that Section.

## **Business Property or Loss of Rent**

The Sums Insured You nominate under Section – Business Property and Section – Business Interruption must accurately reflect the full Replacement Cost of the Business Property or the total of Your Rent insured.

## **Terrorism**

This Policy does not Cover claims as a result of Terrorism.

In the event that Damage to Business Property occurs and the cause of the Damage is declared a terrorist incident by the responsible government Minister then You may be afforded protection within the limits of Cover of this Policy by virtue of the Terrorism Insurance Act 2003 (Cth). The operation of this Act may also serve to reduce the settlement of Your Loss to a percentage of the otherwise recoverable Loss. In the event that the settlement is reduced then this will be at the direction of the Minister.

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

## **Waiver of Rights and Subrogation**

### **Waiver of Rights**

No provision of this Policy, either in whole or in part, shall be considered to have been waived by Us unless the provision is expressly stated in writing to be waived by Us.

Where We do waive Our rights to subrogation that waiver will be stated in any relevant Section of this Policy. You should refer to the Policy wording for those Sections where such a waiver applies.

### Subrogation – Preventing Our Right to Recovery

If You have agreed not to seek compensation from another person who is liable to compensate You for any Loss, Damage or liability which is Covered under this Policy We may not Cover You under this Policy for that Loss, Damage or liability.

**The following important information applies to specific Sections of this Policy. Please read this information carefully and if You are in any doubt as to how this information may affect You please contact Your insurance intermediary or Us and ask for an explanation.**

## Section – Business Property

### Cover for Buildings, Business Contents and Specified Items

#### Under-insurance

#### Reinstatement Cover

When You have insured Your Business Property for Reinstatement Cover Your Cover is subject to an under-insurance clause.

This clause means that if You do not insure for the full Replacement Cost of Your Buildings or Business Contents You may not receive full compensation in the event of a claim under this Section of this Policy.

If Your Sums Insured for Your Buildings or Business Contents is/are less than eighty per-cent (80%) of their actual Replacement Cost at the time of any Loss or Damage You may be required to bear a proportion of the claim under this Section.

#### Example: under-insurance on Buildings

Actual Replacement Cost	\$200,000
80% of actual Replacement Cost	\$160,000
Sum Insured	\$144,000 (which represents 72.0% of the actual Replacement Cost).

Therefore, if a \$100,000 loss occurs We would pay You \$90,000 (less any Policy Excess) calculated as follows:

$$(\$144,000/\$160,000) \times \$100,000 = \$90,000$$

#### Indemnity Cover

Where You have insured Your Business Property for Indemnity Cover Your Cover is subject to a similar under-insurance clause to the one shown above but where the calculation is based on the Indemnity Value of the Business Property at the time of the Loss or Damage.

## Section – Business Interruption

### Rent Default Cover

We will not pay for the number of weeks stated in the Schedule as either:

- > Rent Default Excess; or
- > Rent Default Voluntary Excess

in respect of those weeks being the first number of weeks for each Occurrence of Rent Default.

### Under-insurance

An under-insurance clause applies to Your Loss of Rent and Rent Default Covers under this Section.

If You do not insure for the actual values in Your Loss of Rent or Rent Default Covers You may not receive full compensation in the event of a claim under this Section.

### Loss of Rent

If the Sums Insured under this Section is/are less than eighty per-cent (80%) of the actual values of Your Rent at the time of any Loss or Damage You may be required to bear a proportion of the claim.

The calculation of the amount of under-insurance is similar to the example used for Buildings above but where Rent is used in lieu of the building costs.

### Rent Default

The calculation of the amount of under-insurance is similar to the example used for Buildings above but where one hundred per-cent (100%) of the Weekly Rent is used in the calculation.

Where the Weekly Rent Default Limit stated in the Schedule for the Location of Risk is less than the Weekly Rent under the Rental Agreement We will only pay that portion of the claim which the Weekly Rent Default Limit stated in the Schedule bears to the Weekly Rent.

#### Example: under-insurance on Rent Default

Where the Weekly Rent is valued at \$10,000 but is only Covered for \$5,000 and a Loss of \$50,000 occurs, We will only pay You \$25,000 (less any Policy Excess) calculated as follows:

$$(\$50,000/\$10,000) \times \$5,000 = \$25,000$$

In this example, We will only pay You half of Your Loss less any relevant Excess.

### Section – Employee Dishonesty

Section – Employee Dishonesty only provides Cover in respect of acts of fraud or dishonesty discovered during the Period of Cover or within other specific periods of time as set out in this Section.

# Your Policy

This policy-booklet together with the Schedule We provide to You and any Endorsement form Your insurance Policy with Us.

## **Our Agreement with You**

We agree to provide You with the Cover set out in each of the Policy Sections which You have selected and which are stated in the Schedule.

The Cover is in force for the Period of Cover stated in the Schedule.

You have paid or agreed to pay Us the Premium set out in the Schedule for the Period of Cover.

## **Definitions, Exclusions, General Conditions and Claims Conditions**

The following:

- a. general definitions;
- b. general exclusions;
- c. general conditions; and
- d. general claims conditions;

will apply to each Section of this Policy in addition to the more specific definitions, exclusions or conditions appearing in any Section of this Policy.

In the event of any inconsistency between these general definitions, general exclusions, general conditions and general claims conditions and those appearing in any Section of this Policy then those appearing in the relevant Section of this Policy will prevail.

## **Grammatical Forms**

A number of the defined words or terms in this Policy have different grammatical forms. The meaning given to them in their definition applies specifically to one of their grammatical forms but their other grammatical forms have a corresponding meaning.

## **Headings**

This policy-booklet contains headings which are used for reference only and must not be used when interpreting this Policy.

## **Singular and Plural Words**

In this Policy, a reference to the singular includes the plural and vice versa.

# General Definitions

This Policy has words and terms with special meanings. We explain their meaning in the following definitions.

These defined words or terms are shown with a capital letter at the start of each word. There are two types of definitions.

There are general definitions set out below that always apply whenever the words or terms are used in this Policy.

There are other definitions applicable to a particular Section of this Policy. These are set out in the particular Section. These definitions apply whenever the words or terms are used in this Policy for the purposes of determining the Cover that is available under the particular Section.

Please read all definitions carefully.

## **Aircraft**

means any craft or object designed or intended to move through air, space or atmosphere other than model aircraft.

## **Application**

means the information provided by You or on Your behalf and submitted to Us when applying for this Policy and which We have relied on when agreeing to issue this Policy.

## **Australia, Australian**

means the States and Territories of Australia.

## **Basis of Settlement**

means the method and/or manner in which We will settle Your claim under this Policy.

This will be in accordance with the Cover You have selected and as specified in the Schedule or as otherwise stated in the relevant Section of this Policy.

## **Bodily Injury**

means:

- a. bodily injury, death, sickness, disease, shock, fright, mental anguish, mental injury or loss of consortium resulting from any of them; or
- b. the physical or mental effects of:
  - false arrest, wrongful detention or imprisonment or malicious prosecution;
  - wrongful entry or wrongful eviction to or from any premises;
  - invasion of privacy;
  - assault and battery not committed by or at the direction of You unless committed for the purpose of preventing or elimination of danger to persons or property; or

- libel, slander or defamation of character.

Bodily Injury if relating to a latent illness, a latent disease or a latent disability shall be deemed to have happened at the time when such illness, disease or disability was first medically diagnosed.

## **Building**

means the building, outbuilding and structural improvements at the Location of Risk and includes:

- a. foundations, sealed car parks, sealed driveways, sealed pathways, sealed aprons, permanently paved areas, shelters, exterior blinds, awnings, gangways, walls, gates and fences;
- b. fixtures and fittings owned by You as the owner of the building;
- c. all services to the Building;
- d. external lights, masts, antennae, aerials, satellite dishes, lifts, elevators, escalators and signs other than Glass Signs that are or which could be Covered under Section – Glass;
- e. in-ground swimming pools, in-ground saunas and in-ground spas including fixed attachments or fixed accessories to any of such items; and
- f. permanently fixed water, storage and fuel tanks;

but does not include:

- i. Business Contents;
- ii. Business Stock;
- iii. Specified Items;
- iv. plant and machinery;
- v. land, unsealed car parks, unsealed driveways, unsealed paths, unsealed aprons, dams, bridges, canals, tunnels, wharves, docks and piers; or
- vi. railway tracks and roadways which are not at the Location of Risk.

## **Business**

means Your ownership of the Business Property described in the Schedule.

For Section:

- Public and Products Liability;

'Business' has a different definition and You should refer to that Section for the particular definition of 'Business' in that Section.

### **Business Contents**

means the business contents situated at the Location of Risk or elsewhere as Covered under any Section of this Policy which are owned by You or held in trust by You or for which You are legally responsible or for which You have assumed a responsibility to insure, and includes:

- a. fixtures and fittings owned by You;
- b. plant and machinery including plant permanently fixed to a Building owned by You;
- c. Business Documents;
- d. paintings, works of art and curios;
- e. property not owned by You but on Your Business Premises for safe keeping;
- f. property of Your welfare, sporting and social clubs;

but does not include:

- i. a Building;
- ii. Business Stock;
- iii. growing crops, trees or plants (not including pot-plants) other than as allowed for under additional benefit 'Landscaping' under Section – Business Property;
- iv. animals, livestock, fish, birds and/or any other living creature or organism; or
- v. Vehicles, trailers or caravans all while registered or licensed to travel on a public road, including any of their accessories, equipment or spare parts while contained in or on such Vehicles, trailers or caravans.
- vi. Business Contents or Specified Items in the open air except as allowed for under additional benefit 'Open Air – Business Contents' under Section – Business Property;  
  
other than:  
  
Business Contents which are a permanent structure designed to function without the protection of walls or roof;
- vii. Money;
- viii. jewellery, furs, bullion, articles containing gold or silver, stamp or coin collections, paintings, works of art, curios, tapestries, Persian and/or similar rugs or carpets, precious metals, unset precious stones which are not Business Stock and which exceed \$10,000 any one item, set or collection;
- viii. railway tracks and roadways which are not at the Location of Risk;

- ix. land, dams, bridges, canals, roadways, tunnels, wharves, docks and piers;
- x. any locomotive or rolling stock;
- xi. Watercraft or Aircraft including any of their accessories, equipment or spare parts while contained in or on such Watercraft or Aircraft; or
- xii. Specified Items stated in the Schedule.

### **Business Documents**

means written or printed deeds, wills, agreements, manuscripts, maps, plans, drawings, records, Electronic Data, designs, books of account, books, letters, certificates, documents of title, documents of aesthetic, historic, scientific or social value for past, present or future generations; and other documents of any nature:

but does not include:

Money, bearer bonds, coupons or book debts.

'Business Documents' will include Business Documents owned by You or for which You are legally responsible or for which You have assumed a responsibility to insure.

### **Business Hours**

means the normal trading hours of the Business or whilst You or any Employees are on the Business Premises for the purposes of conducting the Business.

### **Business Premises**

means the Buildings, yards and land used by You for Your Business at the Location of Risk.

### **Business Property**

means the Buildings, Business Contents and Specified Items stated in the Schedule.

### **Business Stock**

means:

- a. stock in trade manufactured or in the course of manufacture including the value of work done;
- b. raw materials used in manufacture and packing; and
- c. pallets, labels and packaging.

### **Computer Virus**

means an executable program or computer code segment that is self-replicating, requires a host program or executable disk segment in which it can be contained, and which destroys or alters the host program or other computer code or data causing undesired program or computer system operation including but not limited to a virus initiated or otherwise introduced by firmware, shareware, malware, spyware, ransom-ware, Trojan or similar computer program that can replicate itself from one computer to another and which typically may cause harm to computer systems.

### **Conveyance**

means the Aircraft, train, Vehicle, vessel or Watercraft by which Business Property is being transported.

### **Cover, Covers, Covered**

means the indemnity provided under this Policy.

### **Damage, Damaged**

means accidental physical damage to or destruction of Business Property which occurs during the Period of Cover.

### **Debris**

means the residue of Damaged Business Property:

but does not mean material that is itself a Pollutant and which is deposited beyond the boundaries of the Business Premises.

### **Defence Costs**

for Section – Public and Products Liability:

means the necessary and reasonable legal costs and expenses incurred by Us or by You with Our prior written consent in the investigation, defence or settlement of a Claim Covered under that Section or in respect of the Cover provided under any of the additional benefits Covered under that Section.

Any legal costs incurred by Us or by You in determining whether there is Cover provided to You under that Section will not form part of Defence Costs.

### **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 programs, software and other coded instructions for such equipment.

### **Electronic Data Media**

means the discs, tapes, cards or other materials for storing data used in the computer.

### **Employee**

means a natural person who has at any time entered into a contract of service or apprenticeship with You and/or for whom You are required by virtue of workers' compensation or similar legislation to effect workers' compensation insurance cover.

Section – Employee Dishonesty has a specific definition of 'Employee' and You should refer to that Section for the particular definition of 'Employee' in that Section.

### **Endorsement**

means a written notification given to You by Us that details changes to Your Cover under this Policy.

### **Excess**

for Sections other than:

- Public and Products Liability;

means the amount of money or a specific period of time stated in the Schedule or elsewhere in this Policy for each applicable Section or part of a Section or additional benefit that You must pay or bear as the first payment for each claim You make and which is Covered under this Policy, or for any claim made against You and which is Covered under this Policy, arising out of one circumstance or event.

For Section – Public and Products Liability:

means the amount of money stated in the Schedule or elsewhere in that Section that You must pay or bear as the first payment in respect of any claim under that Section of this Policy.

Where the Excess is stated as being 'costs exclusive' We will not apply the Excess to Your own Defence Costs but You will be required to pay the Excess amount in respect of any payment of compensation and/or the claimant's own legal costs and expenses.

Where the Excess is stated as being 'costs inclusive' You will be required to pay the Excess amount in respect of any payment of compensation, the claimant's legal costs and expenses and Your own Defence Costs.

### **Family**

means any member of Your family who permanently or normally resides with You including Your legal or de facto partner.

**Flood**

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

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);
- c. a creek (whether or not it has been altered or modified);
- d. another natural watercourse (whether or not it has been altered or modified);
- e. a reservoir;
- f. a canal; or
- g. a dam.

**Glass**

means External Glass, Internal Glass and Signs as defined in Section – Glass:

but does not include Business Stock.

**GST and GST Act**

means goods and services tax as defined within the A New Tax System (Goods and Services Tax) Act 1999 (GST Act).

Input Tax Credit has the same meaning as that in the GST Act.

**Hovercraft**

means any vessel, craft or device which uses a cushion of air provided by a downward thrust to travel over water and land.

**Indemnity Value**

means the Replacement Cost of the Business Property at the time and at the place of the Loss or Damage less an allowance for taking into consideration age, condition, wear and tear, depreciation and remaining useful life.

**Insured**

means the natural person, entity or corporation named in the Schedule whom We have agreed to insure.

This definition is extended in Section – Public Liability and Products Liability by the definition of 'You, Your, Insured' to include others.

**Limit of Liability**

means the maximum amount We will pay under Section – Public and Products Liability as stated in the Schedule inclusive of all amounts provided for in any relevant additional benefit under that Section.

**Location of Risk**

means the address of each of the situations of the Business Premises stated in the Schedule.

**Loss**

for Sections other than:

- Public and Products Liability;

means the financial loss sustained by You which is Covered under a particular Section or part of a Section or additional benefit.

**Money**

means coin, bank notes, currency notes, cheques, credit card sales vouchers, securities, postal orders, money orders, negotiable and non-negotiable securities and other like documents of value such as phone cards and/or stored value cards, unused postage and revenue stamps, public transport tickets, private transport tickets (excluding airline tickets), lottery tickets, authorised gift vouchers, discount vouchers from external parties and contents of franking machines and includes cash boxes, alarm bags or any other portable container used to convey money which is owned by You;

but does not include Money while in the possession of or carried by professional money carriers, professional carriers or common carriers.

**Period of Cover**

means the period of time stated in the Schedule for which We agree to provide You with Cover under any Section of this Policy as stated in the Schedule unless this Policy is cancelled in which event the Period of Cover will end on the effective date of the cancellation.

**Policy**

means:

- a. the Policy wording;
- b. the Schedule; and
- c. any Endorsement.

**Pollutant**

means any solid, liquid, bacterial, viral, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste. Waste includes material to be recycled, reconditioned or reclaimed.

**Premium**

means the payment You make to Us, or to Your insurance intermediary on Our behalf, for this Policy or for an alteration to this Policy and includes all applicable government or statutory taxes and charges including GST.

### **Replacement Cost**

means the amount necessarily and reasonably payable to repair, rebuild, reinstate or replace the Damaged Building and/or Business Contents at the time and at the place of the Loss or Damage, including replacement with similar property, to a condition equal to but not better or more extensive than their condition when new:

### **Provided that:**

We will not pay for any extra cost of reinstatement recoverable under or in excess of the amount provided for in the Basis of Settlement clause B. 'Extra Cost of Reinstatement' provided for in Section – Business Property.

### **Schedule**

means the Schedule issued by Us containing details of Cover specific to You including but not limited to Your Policy number, the Period of Cover, the Location of Risk, details of the Cover You have selected, the Sums Insured, Limits of Liability and other limits of Your Cover and any Excesses You must pay and which attaches to and forms part of this Policy.

### **Specified Items**

means any item of property specifically listed in the Schedule as a Specified Item.

### **Subsidiary Company**

means any entity which by virtue of any applicable legislation or law is deemed to be a subsidiary of the corporate entity stated in the Schedule and which is incorporated and domiciled in Australia.

### **Sum Insured**

for Sections other than:

- Business Interruption in respect of Cover for Rent Default;
- Glass; and
- Public and Products Liability;

means the maximum amount We will pay under each relevant Section or part of a Section of this Policy as stated in the Schedule other than any additional amount provided for in any relevant additional benefit under any Section.

For Section – Business Interruption the Sum Insured in respect of Cover for Rent Default is stated in the Schedule as 'Weekly Rent Default Limit'.

### **Terrorism**

means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political,

religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### **Transit**

means the time during the Period of Cover from when Business Property first begins loading at the warehouse, Location of Risk or place of storage on or in to the Conveyance and continues through the ordinary course of Transit, until the Business Property is first placed inside the receiver's warehouse, Location of Risk or place of storage.

For the purpose of this definition, 'Transit' will also include the loading or unloading of Business Property to or from the Conveyance.

### **Unoccupied, Unoccupancy**

means the Business Premises being left vacant, empty or not occupied or not being used in the daily trading of the Business.

### **Vehicle**

means any type of machine on wheels, on skis or on self-laid tracks designed to be moved other than by manual or animal power and includes any trailer while attached to a Vehicle:

but does not include motorised wheelchairs, electric wheelchairs, electric scooters, bicycles or Vehicles not requiring registration or compulsory third party insurance by virtue of any legislation.

### **Watercraft**

means any vessel, craft or thing made or intended to float on or in, or travel on or through, water other than model boats.

### **We, Us, Our**

means Guild Insurance Limited, ABN 55 004 538 863 and AFS Licence No. 233791, of Level 13, 171 Collins St, Melbourne Victoria 3000.

### **You, Your**

for Sections other than:

- Public and Products Liability;

means the person or legal entity stated in the Schedule as the Insured.

Section – Public and Products Liability has a different definition of 'You, Your'.

You should refer to that Section for the particular definition of 'You, Your' within that Section.

# General Exclusions

## General Exclusions Applicable to All Sections

The following general exclusions apply to all Sections of this Policy unless otherwise provided under any Section. Please read them carefully.

There are additional general exclusions which only apply to specific Sections of this Policy.

Other exclusions may be contained in a particular Section of this Policy and which apply only to that specific Section.

This Policy does not Cover and We will not be liable for any claim under this Policy for, directly or indirectly arising out of or in any way connected with:

### Aircraft

- a. Your ownership, maintenance, service, operation, use or legal control of an Aircraft or Aircraft landing area; or
- b. any of Your Products that are used or incorporated in or connected with Aircraft or which You could be reasonably expected to know are or would be incorporated or used in Aircraft.

Aircraft landing area includes any land, building or structure in an area where Aircraft take off or land or are housed, maintained, operated or refuelled.

### Bankruptcy, Insolvency or Business Sold

Your Business or You or any other person or party entitled to Cover under this Policy:

- a. being placed into bankruptcy, receivership, liquidation or administration or becoming insolvent or wound-up;
- b. having their interest in Your Business Property Covered under this Policy cease other than by death; or
- c. Your Business being sold or otherwise permanently discontinued;

and unless otherwise agreed by Us in writing or as otherwise Covered under any Section of this Policy:

- i. all Cover under this Policy ceases; and
- ii. We shall not be liable for any Loss, Damage or liability arising after the Business is sold, dissolved, wound-up or permanently discontinued:

### Provided that:

clauses c. i. and ii. above shall not apply to the Cover provided under Section – Public and Products Liability.

### Commencement of Cover

- a. a bushfire or grassfire;
- b. a named cyclone or a tornado; or
- c. a Flood;

commencing or happening within a period of 168 hours (7 days) from the time of commencement of Your Cover with Us unless You took out this Policy with Us:

- i. immediately after another insurance policy covering the same Business Property expired without an interruption in the period of insurance between that other insurer and Us;
- ii. immediately after the risk legally passed to You as purchaser of Your Business Property; or
- iii. immediately after You signed a lease or similar contract for Your Business Premises.

### Computer, Electronic Equipment, Electronic Data and/or Software

- a. total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data;
- b. error in creating, amending, entering, deleting or using Electronic Data; or
- c. 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 contributing concurrently or in any other sequence:

### Provided that:

in respect of the Cover provided under Section – Public and Products Liability:

- i. this exclusion shall not apply to Claims for Bodily Injury or Property Damage caused by or arising out of the ownership, possession, operation, control or use by You of Electronic Data; and
- ii. such Claims do not arise out of or are in any way connected with any of Your Products:

### Provided further that:

- iii. We will not Cover You for the costs of restoration, repair, recovery, reconfiguration or loss of Electronic Data; and
- iv. this exclusion will not apply to Loss or Damage Covered under:

- Section – Business Property;
- Section – Business Interruption;
- Section – Money;
- Section – Machinery and Electronic Equipment Breakdown;
- Section – Glass;
- Section – General Property; and
- Section – Tax Audit;

but only to the extent that such claim would otherwise be Covered under those Sections; or

- Section – Theft, if Cover is provided under this Policy, unless a claim under that Section arises solely due to the theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing Electronic Data.

#### **Failure to Take Reasonable Precautions**

failure to take all reasonable precautions for the maintenance and protection of the Business Property.

#### **Fines and Penalties or Liquidated, Punitive, Exemplary or Aggravated Damages**

- a. fines and/or penalties;
- b. liquidated damages, punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages; or
- c. non-compensatory damages or taxes:

other than as specifically Covered under:

- Section – Workplace Health and Safety Law Breaches Legal Costs.

#### **Flood**

Flood unless Flood is stated in the Schedule as being Covered under any Section of this Policy and then only to the extent of the Cover provided under that Section for Flood:

#### **Provided that:**

this exclusion will not apply to Loss or Damage where the Loss or Damage to Business Property Covered under Section – Business Property is caused by or in consequence of earthquake or seismological disturbance.

#### **Fraudulent, Dishonest, Criminal, Malicious or Wilful or Intentional Acts**

any actual or alleged:

- a. dishonest, fraudulent, criminal or malicious act or conduct;

- b. wilful act or intentional conduct intended to cause loss, damage, harm or liability or committed with a reckless disregard for the consequences thereof; or
- c. wilful or intentional breach of any regulation, statute or other law, contract or duty;

committed by You or any person acting with Your knowledge, consent or connivance:

#### **Provided that:**

this general exclusion will not apply to the Cover under Section – Employee Dishonesty.

#### **Hovercraft**

- a. Your ownership, maintenance, service, operation, use or legal control of a Hovercraft or Hovercraft landing area; or
- b. any of Your Products that are used or incorporated in or connected with Hovercraft or which You could be reasonably expected to know are or would be incorporated or used in Hovercraft.

Hovercraft landing area includes any land, building or structure in an area where Hovercraft take off or land or are housed, maintained, operated or refuelled.

#### **Joint Ventures**

any activity in which You or Your Business engages in a joint venture or a partnership other than Cover provided under Section – Public and Products Liability.

#### **Jurisdiction and Territorial Limits**

- a. any event or any actual or alleged act, Bodily Injury or Property Damage happening in the United States of America or Canada;
- b. any Claim, action or matter brought in a court outside of Australia;
- c. any Claim, action or matter brought in a court within Australia to enforce a judgment handed down by a court outside of Australia; or
- d. any Claim, action or matter where You have agreed to submit to the legal jurisdiction of a court outside of Australia:

#### **Provided that:**

clause a. shall not apply in respect of:

the Cover provided under Section – Public Liability and Products Liability in respect of Bodily Injury or Property Damage arising from:

- i. Your Products exported to the United States of America or Canada without Your knowledge;

- ii. the presence of Your directors or Employees temporarily visiting the United States of America or Canada at Your direction but only to the extent that they are engaged in non-manual or non-supervisory work during such visit; or
- iii. the Cover provided under additional benefits 'Conferences, Training, Teaching' and/or 'Good Samaritan Acts'.

#### **Lawful Seizure**

the lawful seizure, confiscation, nationalisation or requisition or destruction of or Damage to Business Property by or under the orders of any government, public authority or local or municipal authority or statutory authority.

However, We will Cover You for Damage which occurs as a result of such an order if it prevents or attempts to prevent fire or other Damage to Business Property Covered under this Policy.

#### **Nuclear Material**

- a. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous properties or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c. any weapon or device employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter;
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- e. nuclear weapons material:

#### **Provided that:**

this exclusion will not apply to any claim under this Policy arising from the use of radioisotopes when used away from the place where such are made or produced and used solely for the purpose of medical, industrial or scientific services in the conduct of Your Business.

#### **Railways, Tramways and Trolleybuses**

the construction and/or operation and/or ownership and/or structural maintenance of railways, tramways or trolleybuses:

#### **Provided that:**

in respect of the Cover provided under Section – Public and Products Liability:

this exclusion will not apply where rail loops, spurs or sidings are owned or operated by You in connection with Your Business for the sole purpose of loading or unloading of Your goods or Your Products.

#### **Tenant's Liability Under Lease**

We will not Cover You in respect of any claim under this Policy in respect of Loss or Damage for which a tenant is legally responsible under the provisions of a lease or similar agreement:

#### **Provided that:**

this exclusion shall not apply where:

- a. the tenant is not insured in respect of such Loss or Damage; or
- b. the tenant is insured in respect of such Loss or Damage but the tenant's insurer refuses to pay for such Loss or Damage; or
- c. the tenant is not legally required to pay for such Loss or Damage.

#### **Terrorism**

any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Property Damage, Bodily Injury or Advertising Liability or Claim or for any cost or expense including any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

#### **Unoccupancy**

loss of or Damage to any Business Property caused by:

- a. accidental Damage;
- b. fire;
- c. Theft as defined in Section – Theft;
- d. breakage of Glass or Signs as defined in Section – Glass;
- e. explosion;
- f. leakage of water or liquid; or
- g. malicious acts;

when the Business Premises are left Unoccupied for more than ninety (90) consecutive days.

We may consider Covering You in respect of a period of Unoccupancy beyond the period of ninety (90) consecutive days if You first obtain Our written consent and agree to any terms and additional Premium We may require.

#### **Vehicle**

Your ownership, possession or use by You of any Vehicle other than as Business Stock or in respect of the Cover provided under Section – Public and Products Liability.

**War or Appropriation**

any war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

**Watercraft**

Your ownership, use or operation of any Watercraft exceeding ten (10) metres in length except where such Watercraft is owned or operated by others and used by You for Business entertainment.

# General Conditions

The following general conditions apply to all Sections of this Policy unless otherwise provided under any Section.

Please read them carefully.

Other conditions may be contained in a particular Section of this Policy.

It is important that these conditions and other conditions within a Section or Sections of this Policy are observed.

If You or any other person or party Covered under this Policy do not comply with these conditions the Cover under this Policy may be cancelled or We may reduce any claim payment to You or refuse to pay Your or their claim under this Policy.

## Actions of Other Parties

The acts or omissions of:

- a. a tenant of Yours;
- b. the owner of the Building other than You; or
- c. a tenant in the Building other than You;

that breach any provision of this Policy will not affect Your entitlement to Cover:

## Provided that:

- i. the act or omission was committed without Your prior knowledge;
- ii. You notify Us of the happening or existence of the act or omission as soon as You become aware of it; and
- iii. You pay any additional Premium We may require.

## Alteration of Risk

You or Your insurance intermediary must advise Us immediately if, during the Period of Cover, there is a change in:

- a. Your Business name;
- b. the nature of Your Business activities;
- c. the construction of or alteration to Your Business Premises;
- d. Your address or the Location of Risk;
- e. Your Products or services not previously disclosed to Us;
- f. Your financial status due to being placed into bankruptcy, receivership, liquidation or administration or becoming insolvent or wound-up; or
- g. any other change to the Business whereby the risk Covered under any Section of this Policy is increased.

You should also advise Us if Your Business is sold or otherwise permanently discontinued.

We may cancel this Policy or alter the Premium and/or the terms of this Policy once You advise Us of the change. We may do this with effect from the date You knew, or should have known, of the change in Your Business or of the other increase in risk.

If You do not advise Us about a change in the Business or of other changes in the risk Covered under any Section of this Policy We may refuse to pay Your claim under this Policy.

## Cancellation

### Cancellation by You

You may cancel this Policy at any time by giving Us written notice.

### Cancellation by Us

We may cancel this Policy when We are entitled to do so in accordance with the Insurance Contracts Act 1984.

In the event of cancellation by You or by Us:

- a. We will retain from the Premium You have paid to Us an amount that represents the period You were Covered by Us up to the date of cancellation and refund the balance of the Premium paid by You; and
- b. We may deduct from Your refund amount any reasonable administrative and transaction costs incurred by Us that are reasonably related to the acquisition and termination of this Policy.

## Premium Funding

When the Premium paid to Us for this Policy has been funded by a premium funding company which holds a legal right over this Policy by virtue of a notice of assignment and irrevocable power of attorney We may, at the request of the premium funding company, and after substantiation of the debt and default in payment by You has been made and proven to Us, cancel this Policy by giving You not less than three (3) business days written notice to that effect following which a refund of the proportionate part of the Premium applicable to the unexpired Period of Cover will be made to the premium funding company.

## Estates, Heirs, Legal Representatives

We agree to provide Cover to Your estate, heirs, representatives or assigns in the event of Your death, mental incapacity, insolvency or bankruptcy to the same extent as Cover would otherwise be available to You under this Policy.

## Hazardous Goods

You may only use and store hazardous goods which are usual to Your Business and You must use and store them in the manner and quantities permitted by law.

### Inspection of and/or Access to the Business Premises

You must provide Us with all reasonable access to the Business Premises and make the premises available to Us or Our agent appointed by Us including but not limited to loss adjusters and legal advisers for inspection if You make a claim under this Policy or allow Us to otherwise inspect the Business Premises after We have accepted Your insurance or after any renewal of or alteration to this Policy.

We may inspect Your property and Business Premises after providing You with reasonable notice. Neither Our right to inspect nor Our failure to do so nor the making of any inspection shall constitute an undertaking by Us on behalf of or for Your benefit to determine or warrant that such property or operations are safe or in compliance with relevant laws.

### Interest of Other Parties

For Sections other than:

- Public and Products Liability;

where this Policy Covers the interests of You and another person or entity, such other person or entity not being stated in the Schedule as the Insured, then:

- a. the insurable interest of only those persons or entity having a legal interest in or charge over any of the Business Property and who are noted in Your Business documents shall be automatically included as third party beneficiaries without notification or specification; and
- b. the nature and extent of such interest is to be disclosed to Us in the event of any Loss, Damage or liability which is the subject of any claim under this Policy; and
- c. all such third party beneficiaries must comply with all of the provisions of this Policy; and
- d. any act or omission of an un-named party will not prejudice the rights of the remaining parties:

### Provided that:

- i. clause b. above will not apply to general exclusion 'Fraudulent, Dishonest, Criminal, Malicious or Wilful or Intentional Acts'; and
- ii. the remaining party, immediately on becoming aware of any act or omission that increases the risk of Loss, Damage or liability, gives notice in writing to Us and pays such additional Premium as We may require.

Any other person or entity not having an insurable interest as designated in clause a. above or who is not named in the Schedule or otherwise Covered under this Policy is not Covered under this Policy.

### Joint Insurance – Non-imputation

Where this Policy Covers more than one of You:

- a. any misstatements or misrepresentations in Your Application for this insurance or in any information provided for any alteration to or renewal of this Policy or failure to comply with the duty of disclosure by one of You will not be imputed to any other of You where that other of You is innocent of and had no prior knowledge of the misstatement, misrepresentation or failure to comply with the duty of disclosure; or
- b. a failure of one of You to comply with all of the provisions of this Policy will not prejudice the Cover afforded to any other of You provided that other one of You is innocent of the conduct and advises Us in writing of all the facts relating to the failure as soon as possible after becoming aware of the failure.

### Jurisdiction

Any dispute arising under this Policy will be determined by Australian courts and in accordance with the laws of the State or Territory of Australia in which this Policy was issued.

### Notices and Authorisation

Where there is more than one of You Covered under this Policy the person or the legal entity stated in the Schedule as the Insured shall be deemed the agent for the purposes of receiving notices for all other persons or entities Covered under this Policy.

The Insured stated in the Schedule will also be authorised to act on behalf of all other persons or entities Covered in respect of all matters relating to this Policy.

### Other Insurance

Where a claim Covered under this Policy may also be covered under another policy of insurance (not issued by Us) then We reserve Our right to seek contribution from the other insurer. When We so require You or any other person or entity entitled to Cover under this Policy must give Us written notice of any insurance covering, whether in whole or in part, the claim under this Policy.

### Premiums

#### Premium Adjustment

When any Premium paid for Cover under Section – Public and Products Liability has been calculated on information provided by You:

- a. We require that You keep records of such information; and
- b. We may at any reasonable time during the Period of Cover and any extension thereof and within three (3) years after termination of this Policy examine such information to verify its accuracy;

to enable Us to calculate any additional Premium payable to Us or refund of Premium payable to You as a result of such Premium adjustment.

When this Policy is renewed or cancelled or otherwise discontinued by either You or Us then, if requested by Us, You must provide such information as We may require to adjust the Premium for any previous or future Period of Cover and such information must be provided to Us within thirty (30) days of the expiry of Your current Period of Cover.

We shall not make any Premium refund to You if any Premium on this Policy remains unpaid but may use such refund to reduce any Premium amount due to Us for this Policy.

### **Premium Payment**

The Cover provided under this Policy does not commence until You have paid or agreed to pay Your Premium to Us or Your insurance intermediary for the Period of Cover.

### **Payment in Australian Currency**

Payment of all Premiums payable for this Policy and any continuation thereof shall be made in Australian currency only.

### **Reasonable Precautions**

You are required to:

- a. take all reasonable actions and/or precautions to maintain the Business Premises and Business Property in good order and condition;
- b. take all reasonable actions and precautions for the safety and protection of the Business Premises and Business Property and to prevent theft, loss of or Damage to Business Property or loss of or damage to the property of others or Bodily Injury;
- c. repair or remedy as soon as is reasonably practical the fire, security and other protections provided for the safety and protection of the Business Premises and Business Property;
- d. comply with all laws and regulations imposed by any government statutory authority for the safety of property or person; and
- e. only employ competent Employees, servants and agents who also comply with clauses a., b., c. and d. above.

### **Waiver of Rights and Subrogation**

No provision of this Policy, either in whole or in part, shall be considered to have been waived by Us unless the provision is expressly stated in writing to be waived by Us.

We will not pay a claim under this Policy where You have agreed not to recover from any person, entity or corporation liable to compensate You for Loss, Damage or liability or where You have

agreed under any contract, lease or similar agreement to limit or exclude any right of recovery against any third party who would otherwise be liable to compensate You with respect to that Loss, Damage or liability.

We shall waive any rights and remedies or relief to which We are or may become entitled to by way of subrogation against:

- a. any co-insured (including directors, officers and employees); and
- b. any corporation or entity (including its directors, officers and employees) owned or controlled by any Insured or against any co-owner of the Business Property Covered under this Policy;

unless the Loss, Damage and/or liability is caused and/or contributed to by the serious and/or wilful misconduct of any such person or entity.

# General Claims Conditions

The following claims conditions apply to all Sections of this Policy unless otherwise provided under any Section.

Please read them carefully.

Other claims conditions may be contained in a particular Section of this Policy.

It is important that these claims conditions and other claims conditions within a Section or Sections of this Policy are observed.

If You or any other person or party Covered under this Policy do not comply with these conditions the Cover under this Policy may be cancelled or We may reduce any claim payment to You or refuse to pay Your or their claim under this Policy.

## Admission or Authorisations

You must obtain Our written consent before:

- a. making any admission, offer, promise or offer of indemnity in connection with any claim under this Policy; or
- b. authorising or undertaking any repairs or arranging replacement of any property or disposing of any property relevant to a claim under this Policy.

## Claim Notification

You are required to provide Us with:

- a. notice of any Loss, Damage, liability or Claim made against You as soon as reasonably possible after any of these occur or You are notified of such Loss, Damage, liability or of any Claim made against You; and
- b. all correspondence and/or notice of any proceedings in relation to any claim under this Policy and forward to Us every communication, Writ or Summons or other court pleading as soon as reasonably practicable after receipt by You or service on You.

## Claims Control and Legal Proceedings

We may, in Your name, take over and have full discretion in the conduct of the defence or prosecution of legal proceedings or settlement of any claim under this Policy or in the exercise of Our rights of subrogation.

## Claims Cooperation

You must provide to Us any reasonable assistance We require to investigate, defend or settle any claim under this Policy.

In particular, You are required to provide Us with:

- a. Your cooperation in assisting Us to handle any claim under this Policy on Your behalf including the gathering of all relevant

information and Your attendance at court to give evidence; and

- b. at Your own expense, such books of account and other Business books, computer records and other documents, proofs, information, explanations and other evidence as We may require for the purpose of investigating or verifying a claim under this Policy.

## Claims Payments in Australian Currency

Payment of all claims Covered under this Policy shall be made in Australian currency only.

## Designation of Property

For the purpose of determining whether Business Property is Covered or not Covered under this Policy within:

- a. the definition of 'Business Property'; or
- b. any additional benefit, optional additional benefit or exclusion contained in this Policy;

We agree to accept the designation under which such Business Property appears in Your books of account.

## Excess

You must first pay the Excess amount specified in the Schedule before We will make any payment in respect of a claim under this Policy. Our liability to make any payment in respect of a claim shall be limited to that part of the claim above the Excess.

If You are entitled to Cover under more than one Section of this Policy in respect of a claim arising out of one circumstance or event You will only be required to pay the highest single Excess applicable regardless of the number of Excesses applying to the individual Sections.

## GST

### GST and Claim Payments for Acquisition of Goods and Services or Other Supply

You must advise Us of Your correct Input Tax Credit percentage where You are registered as a business and have an Australian Business Number (ABN). We will not pay for any GST liability arising from Your incorrect advice of Your Input Tax Credit percentage.

Where We make a payment under this Policy for the acquisition of goods, services or other supply We will reduce the amount of the payment by the amount of any Input Tax Credit that You are, or will be or would have been entitled to in relation to that acquisition whether or not that acquisition is actually made.

**If You are not registered for GST:**

- a. We will pay the GST component of the reinstatement, repair, rebuilding or Replacement Cost of the lost or Damaged Business Property in addition to the Sum Insured or other limits stated in this Policy or in the Schedule if the reinstatement, repair, rebuilding or replacement has been authorised by Us and the subsequent invoice is made out to and paid by Us; or
- b. if We pay the reinstatement, repair, rebuilding or Replacement Cost to You We will reduce the payment by the amount of any Input Tax Credit to which We are or would be entitled.

**If You are registered for GST:**

- a. We will not pay the GST component of the reinstatement, repair, rebuilding or Replacement Cost of the lost or Damaged Business Property;
- b. if We pay the reinstatement, repair, rebuilding or Replacement Cost to You We will reduce the payment by the amount of any Input Tax Credit to which You are or would be entitled;
- c. where You cannot claim the GST component in full We will reimburse You the unclaimed GST component in addition to the amount We pay You; or
- d. where this Policy insures Section – Business Interruption We will, where relevant, pay You Your claim by reference to the GST-exclusive amount of any supply or service made by Your Business that is relevant to Your claim under this Policy.

**GST and Claim Payments for Compensation**

Where We make a payment under this Policy as compensation instead of as a payment for a relevant acquisition of goods, services or other supply We will reduce the amount of the payment by the amount of any Input Tax Credit that You would have been entitled to had the payment been applied to acquire such goods, services or other supply.

**GST and Claim Payments for Legal and Other Costs**

If We pay Defence Costs, legal costs or any other costs or expenses on Your behalf or incurred by You with Our prior consent in relation to any claim under this Policy We will not pay or reimburse the amount of GST included in those costs or expenses to the extent that You are entitled to Input Tax Credits in relation to such costs and expenses.

**Limitation of GST Payment**

If the Sum Insured or Limit of Liability amount or other limits under this Policy is/are not sufficient to Cover Your claim under this Policy We will only pay the respective proportion of the relevant GST amount that relates to the amount of Our settlement of Your claim under this Policy.

**Informing Police**

You must report any theft, attempted theft, Business Property lost, stolen or vandalised to the nearest police station and provide Us with a copy of any written police report.

**Legal Proceedings and Waiver of Legal Privilege**

Solicitors and other legal representatives retained by Us to act on Your behalf, or on behalf of any other Insured, must at all times be at liberty to disclose to Us any information obtained in the course of so acting whether from You or any other person or entity. For that purpose You and any other person or entity Covered under this Policy agree to waive any claim to legal professional privilege in respect of such information. We may rely on such information to determine Our obligation to provide Cover under this Policy.

**Loss Minimisation**

You must do everything reasonable to:

- a. assist in the recovery of any property Covered under this Policy; and
- b. prevent further Loss, Damage, Business interruption or liability following any event which is the subject of any claim under this Policy or which may lead to a claim under this Policy.

**Our Right to Subrogation**

Where We make a payment to You or on Your behalf in respect of any claim under this Policy We will have the right to recover or obtain contribution from any person or organisation whom We consider liable at law for the Loss, Damage or liability and We shall be entitled to all Your rights of recovery against such person or organisation and We have the right to take such action in Your name.

You will be required to do all that is necessary to assist Us for the purpose of enforcing any rights and remedies or of obtaining indemnity from any other party to which We are entitled under this Policy.

The amount recovered will be applied first to reducing the amount by which Your Loss exceeds the sum of the payment made by Us and any Excess applied. Any balance remaining after You have been fully compensated for Your Loss, up to the amount We have paid to You to settle Your claim under this Policy, including Our legal costs for recovery, will be retained by Us.

### **Preservation of Evidence**

You must take all reasonable actions necessary to:

- a. retain and preserve all Damaged property for inspection by Us; and
- b. retain and preserve any damaged or defective appliances, machinery, plant or other things which might prove necessary or useful as evidence in connection with any claim under this Policy and, so far as possible with due regard for safety, no alteration or repair shall be made without Our prior consent.

### **Progress Payments**

We may at our sole discretion make reasonable progress payments in respect of any claim under this Policy.

### **Recovery of Property**

If You recover or find any lost or stolen property for which We have paid a claim under this Policy, You must:

- a. inform Us immediately; and
- b. give Us the recovered or found property if We request that You do so.

### **Rewards**

We will pay You up to \$5,000 for the reasonable cost of any reward paid by You to recover any Business Property or Money belonging to You or for which You are responsible that is lost, destroyed or Damaged and which is Covered under the Business Property, Theft, Money or Glass Sections of this Policy:

#### **Provided that:**

- i. the terms of the reward must be agreed by Us in writing before it is offered; and
- ii. We shall not pay a greater amount than the value of the Business Property or Money actually recovered.

### **Salvage**

When We accept a claim under this Policy involving loss of or Damage to any property Covered under this Policy We may, at Our option, retain the Damaged property .

You must allow Us to take possession of any Damaged property and allow Us to deal with such Damaged property in a reasonable manner. If We do not take possession of the Damaged property You cannot abandon Your responsibilities for the Damaged property.

We will not sell or dispose of any salvage without giving You the opportunity to purchase it at its salvage value.

### **Senior Counsel Clause**

We will not require You to contest any Claim unless a Senior Counsel (mutually agreed upon by You and Us or if no agreement can be reached within a reasonable time then by the President at the time of the Law Society of the State or Territory in Australia in which this Policy has been issued) advises that the Claim should be contested after taking into consideration the likely cost of defending the Claim, the prospects of successful defence of the Claim, awards or damages if any and the costs likely to be recovered from a third party claimant. The cost of the advice will be paid by Us in addition to the applicable Limit of Liability amount.

### **Third Party Interests**

You must inform Us of the interests of all other parties (including financiers, lessors, or other financially interested parties) who have a legal or financial interest in any property the subject of a claim which is Covered under this Policy.

### **Your Right to Contest**

Where We recommend settlement of a third party claim under this Policy and You do not agree with the proposed settlement but wish the matter to remain contested Our liability shall not exceed the amount for which the claim could have been settled if the matter had not been contested. Any Defence Costs, legal costs and all other costs shall be limited to those incurred up to the date the claim could have been settled.

# Section – Business Property

Section – Business Property forms part of this Policy only if stated in the Schedule.

## What is Covered

We will Cover You for Damage to Business Property at the Business Premises which occurs during the Period of Cover.

## What is Not Covered

We will not Cover You under this Section for loss of or Damage to:

- a. Money – as defined and Covered or which could be Covered in Section – Money;
- b. Business Property from Breakdown – as defined and Covered or which could be Covered in Section – Machinery and Electronic Equipment Breakdown;
- c. Glass or Signs – Breakage of Glass and Signs as defined and Covered or which could be Covered in Section – Glass other than Damage caused by or arising from:
  - fire, lightning, explosion, implosion, earthquake, subterranean fire, volcanic eruption, water, wind, hail, storm, cyclone, rainwater, impact by Vehicles or animals or Aircraft or articles dropped therefrom, malicious damage, riots or civil commotion;
- d. Business Property while in Transit; or
- e. Business Property undergoing construction, erection, alteration or addition other than as Covered under additional benefit 'Capital Additions' in this Section.

We will not pay for claims under this Section for Loss or Damage to Business Property when the Loss or Damage to the Business Property arises from or is caused by:

- a. it undergoing any process necessarily involving the application of heat;
- b. it undergoing any process where the Damage results from it being processed;
- c. spontaneous combustion, fermentation or heating;
- d. any process of cleaning, alteration or repair of goods or property belonging to customers or to third parties other than as specifically Covered under this Policy; or
- e. adjusting, servicing or testing operations of any machinery, plant or equipment:

### Provided that:

this exclusion will be limited to the item or items of Business Property immediately affected and shall not extend to Damage to other Business Property as a result of any event stated in clauses a. to e. above;

- f. storm, tempest, rainwater, snow, sleet, wind or hail to:
  - i. gates, fences, retaining walls, exterior textile awnings, blinds, shadecloth; or
  - ii. external Signs as defined in Section – Glass;

other than as Covered under additional benefit 'Landscaping' in this Section;

- g. the action of water from the sea, tidal wave or high water;
- h. the explosion, implosion, rupture, collapse, bursting, cracking or overheating of any boiler (other than a boiler used for domestic purposes), economisers or other pressure equipment, including pipes, valves and other apparatus forming part of these other than as Covered under additional benefit 'Boilers or Other Pressure Vessels';
- i. faulty work arising out of or in connection with:
  - an error or omission in design, plan, specifications, failure of design or incorrect design of Business Property; or
  - faulty materials or faulty workmanship including the cost of performing, re-performing, correcting, improving, rectifying or completing any work undertaken by You or on Your behalf;
- j. faulty packaging or storage;
- k. movement of foundations caused or contributed to by:
  - vibration, heaving, creeping, shrinking, settling, or expansion of foundations or supports of Business Property;
  - erosion, subsidence or earth movement unless caused suddenly by any cause Covered under this Section; or
  - collapse of Business Property unless caused suddenly by any cause Covered under this Section;
- l. incorrect siting of Business Property;
- m. cessation of work – partial or complete cessation of work, process, operation or activity caused by strikes, labour disputes or locked out workers except as a result of Damage to the Business Property committed by persons taking part in strikes or labour disputes, or by locked out workers;
- n. access by persons not authorised by You to Your computer systems and records;

- o. Computer Virus;
- p. deterioration, fermentation and putrefaction of refrigerated goods; or
- q. demolition of a Building undertaken by You or on Your behalf or by Your agent or ordered by any government or any public, local, municipal or statutory authority as a result of Your failure or the failure of anyone acting on Your behalf or Your agent to comply with any lawful requirement.

#### **Wear, Tear or Inherent Defect**

We will not Cover You for Loss arising from or in any way connected with:

- a. vermin or moths, termites and other insects, mice, rats or birds, including eating, chewing, clawing or pecking by them;
- b. inherent defect or inherent vice;
- c. gradual deterioration, wear and tear, normal up-keeping or making good;
- d. rust, corrosion, oxidation, erosion, scale formation, dampness, mould, mildew, rotting, disease, Pollutants or industrial fallout, contamination, wet or dry rot, fading, flaws, stain, scratching or marring;
- e. change of colour or change in flavour, texture or finish;
- f. loss of weight or loss of volume; or
- g. variations in temperature, variation in humidity or variation in controlled atmosphere or evaporation:

#### **Provided that:**

this exclusion shall not apply to subsequent loss of or Damage to Your Business Property occasioned by any cause referred to in clauses a. to g. of this exclusion.

We will not pay for claims under this Section arising from or as a result of:

- a. Business Property inventory shortage or disappearances arising from clerical or accounting errors;
- b. shortage in the supply or delivery of Business Property to You; or
- c. consequential loss of any kind other than as Covered under Section – Business Interruption.

## **Reinstatement Cover**

### **Basis of Settlement**

Where the Basis of Settlement stated in the Schedule is Reinstatement the amount payable will be the Replacement Cost of the Business Property subject to the following conditions.

#### **Buildings, Business Contents and Specified Items**

##### **A. Reinstatement and Replacement**

We will, at Our option, reinstate, repair, rebuild or replace the Damaged Building and/or Business Contents and/or Specified Items to a condition equal to but not better or more extensive than its/their condition when new or, by agreement with You, pay You the Indemnity Value of Building, Business Contents or Specified Items at the time of the Damage:

##### **Provided that:**

- i. the reinstatement, repair, rebuilding or replacement of Business Property may be carried out at another site and in any manner suitable to Your requirements, subject to Our liability not being thereby increased;
- ii. the work of reinstatement, repair, rebuilding or replacement of all Business Property must be commenced and carried out with due diligence and within a reasonable time failing which We will not be liable to make any payment beyond the Indemnity Value of the Business Property at the time the Damage occurs;
- iii. where Business Property is Damaged in part only Our liability will not exceed the sum representing the cost which We would have been called upon to pay if the Business Property had been wholly destroyed;
- iv. no payment beyond the Indemnity Value of the Business Property will be made until a cost equal to the Replacement Cost has actually been incurred; and
- v. if a Building is subject to a contract or order by any authority for, or is otherwise intended for, demolition prior to the event causing the Damage We will, where the Building is considered to be a total loss, pay You the salvage value of the Damaged Building.

##### **B. Extra Cost of Reinstatement**

We will also pay the extra cost of reinstatement, repair, rebuilding or replacement (including demolition or dismantling) of the Damaged Business Property necessarily incurred to comply with the requirements of any government, public authority or local or municipal authority or statutory authority:

**Provided that:**

- i. all other policies of insurance effected by You or on Your behalf that provide Cover for the Business Property, whether in whole or in part, provide Cover on a similar basis;
- ii. if the cost of reinstatement, repair, or rebuilding of a Building or Business Contents is less than fifty per-cent (50%) of that which would have been the cost of reinstatement, repair or rebuilding if the Building or Business Contents had been destroyed, the amount recoverable under this additional Cover will be limited to the extra cost necessarily incurred in reinstating, repairing, rebuilding or replacing the Damaged portion only;
- iii. the amount recoverable shall not include the additional costs incurred in complying with any Act, regulation, by-law or requirement of any lawful authority with which You had been required to comply with prior to the happening of the Damage;
- iv. We will not pay for any fees, contributions or other imposts recoverable under or in excess of the amount provided for in additional benefit 'Government Fees – Buildings'; and
- v. where the Basis of Settlement in the Schedule is stated as Reinstatement the 'Under-insurance' clause will not apply to the amount payable under this clause B.

**C. Floor Space Ratio Index (plot ratio) – Buildings**

We will pay, in addition to any other amount payable on reinstatement of the Building, the difference between the actual cost of reinstatement subject to the reduced floor space ratio index (plot ratio) and the estimated cost of reinstatement at the time of Damage which would have been incurred had a reduced floor space ratio index (plot ratio) not been applicable.

We will only pay this additional amount when an insured Building is damaged and the cost of reinstatement is more than fifty per-cent (50%) of what would be the cost of reinstatement if the Building had been totally destroyed and reinstatement is only legally permissible with a reduced floor space ratio index:

**Provided that:**

- i. in calculating the amount payable under this clause any payment made by Us shall include the extra cost payable under Basis of Settlement clause B. 'Extra Cost of Reinstatement' above; and
- ii. any amount payable under this clause shall be paid upon the completion of the rebuilding works as certified by the architect acting on Your behalf in the reinstatement of the Building.

**D. Undamaged Foundations – Buildings**

Where a Building is Damaged but its foundations are not destroyed and, due to legal requirements reinstatement, rebuilding or replacement of the Building has been carried out upon another site the abandoned foundations shall be considered as having been destroyed.

If, however, the value of the Business Premises is increased by virtue of the presence of the abandoned foundations, then such increase in value shall be regarded as salvage and that amount shall be paid to Us by You upon completion of the sale of the site or shall be deducted from the final amount of any monies payable by Us under this Section whichever shall occur later.

**E. Professional Fees**

We will Cover You for the professional fees and legal costs of architects, surveyors, consulting engineers, clerks of works salaries for estimates, plans, specifications, quantities, tenders and supervision necessarily and reasonably incurred by You with Our prior consent to reinstate, repair, rebuild or replace the Damaged Business Property:

**Provided that:**

We will not pay for costs, fees, salaries or wages or other expenses for preparing a claim under this clause E.

**F. Output Replacement**

Where any Business Property consists of equipment, machinery or plant having a measurable function, capability or output and if it is necessary to replace such property with a new item or items which perform a similar function or functions, then the Basis of Settlement for such property shall be:

- a. where any Damaged Business Property is to be replaced with any item or items which have the same or a lesser total function, capability or output, then the Basis of Settlement is the new installed cost of such replacement item or items as would give the same total function, capability or output as the Damaged Business Property;
- b. where any Damaged Business Property is to be replaced with an item or items which have a greater total function, capability or output and the new installed cost of such replacement property is no greater than the Replacement Cost of that Business Property, then the Basis of Settlement is the new installed cost of the item or items so replaced; or
- c. where any Damaged Business Property is to be replaced by an item or items which have a greater total function, capability or output and the new installed cost of such replacement property is greater than the Replacement Cost of the Damaged Business Property, then the Basis of Settlement is the lesser of the Replacement Cost or that proportion of

the new installed cost of the replacement item or items which the output of the Damaged Business Property bears to the output of the replacement item or items. If the Replacement Cost of the Damaged Business Property is not ascertainable then the Basis of Settlement is the new installed cost of the replacement item or items.

### Our Maximum Liability – Reinstatement Cover

Where the Basis of Settlement stated in the Schedule is Reinstatement Our maximum liability under this Section in respect of Basis of Settlement clauses A. to E. in respect of Business Property will be limited to the Sums Insured stated in the Schedule for each of:

- a. Buildings;
- b. Business Contents; or
- c. Specified Items;

in respect of all Loss or Damage from whatsoever cause.

### Under-insurance – Reinstatement Cover

In the event of Damage to Business Property Covered under Section – Business Property We will not be liable for any greater proportion of the Damage than the Sum Insured for Section – Business Property in respect of each Building or in respect of Business Contents or Specified Items bears to eighty per cent (80%) of the actual Replacement Cost of the Damaged Building, Business Contents or Specified Items at the time of such Damage:

### Provided that:

this clause will not apply if the amount of the Damage is less than ten per-cent (10%) of the Sum Insured for each of the Buildings, Business Contents or Specified Items Covered under Section – Business Property.

## Additional Benefits – Reinstatement Cover

Where the Basis of Settlement stated in the Schedule is Reinstatement:

We will, subject to all of the provisions of this Policy, also Cover You for the following additional benefits.

Our liability will be limited to the amount stated:

- a. in the relevant additional benefit; or
- b. if no amount is stated in the relevant additional benefit, the amount stated in the Schedule for that additional benefit; or
- c. as the Sum Insured in respect of the Cover provided for each of Buildings, Business Contents or Specified Items that relates to that additional benefit where no amount is stated in either of the relevant additional benefit or in the Schedule for that additional benefit.

The following table provides a summary of the additional benefits under this Section.

These additional benefits do not apply when You have selected and accepted Indemnity Cover.

Additional Benefits	Buildings	Business Contents	Business Stock	Specified Items
Alternative Premises	N	Y	N	Y
Automatic Reinstatement of Cover	Y	Y	N	Y
Boilers or Other Pressure Vessels	N	Y	N	N
Capital Additions	Y	Y	N	Y
Catastrophe Loss Cover	Y	Y	N	Y
Claims Preparation Costs	Y	Y	N	Y
Clearing Pipes and Drains	Y	Y	N	N
Discharge of Mortgage Fees or Lease Fees	Y	Y	N	Y
Exploratory Costs	Y	Y	N	Y
Government Fees – Buildings	Y	N	N	N
Home Office Contents	N	Y	N	N
Landscaping	Y	Y	N	N
Loss of Land Value – Buildings	Y	N	N	N
New Business Premises	N	Y	N	Y
On-Hire – Business Contents	N	Y	N	N

Additional Benefits	Buildings	Business Contents	Business Stock	Specified Items
Open Air – Business Contents	N	Y	N	N
Personal Effects	N	Y	N	N
Prevention of Damage Costs	Y	Y	N	Y
Removal of Debris and Temporary Repairs	Y	Y	N	Y
Rewriting of Business Documents	N	Y	N	N
Temporary Protection and Security	Y	Y	N	Y

### Alternative Premises

We will Cover You for Damage otherwise Covered under this Section to Business Property located in alternative premises anywhere in Australia:

#### Provided that:

We will not Cover You for Business Property which has been removed from the Business Premises for a period greater than ninety (90) consecutive days without Our prior written consent.

We will not pay for any Loss under this additional benefit If You are also entitled to Cover under additional benefit 'Home Office Contents' in this Section in respect of the same Loss.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding:

- twenty per-cent (20%) of the Sum Insured on Business Contents or \$25,000 whichever is the lesser amount; and
- the amount stated in the Schedule in respect of any Specified Item.

### Automatic Reinstatement of Cover

The amount by which the Sum Insured on each of Buildings, Business Contents or Specified Items is reduced as a consequence of the Damage will be automatically reinstated as from the date of the Damage:

#### Provided that:

- there is no written request from You or written notice by Us to the contrary;
- You pay the Premium which We require for the reinstatement of Cover; and
- We will not reinstate the Sum Insured if We have paid the Sum Insured in full or where the claim is for the total loss of the insured Business Property.

### Boilers or Other Pressure Vessels

We will, when Business Contents are Covered under this Section, Cover You for Damage to boilers, economisers, vessels under pressure or their contents resulting from their own explosion or implosion:

#### Provided that:

We will not pay this additional benefit when the Damaged boilers, economisers, vessels under pressure or their contents are also Covered under Section – Machinery and Electronic Equipment Breakdown of this Policy.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$20,000.

### Capital Additions

We will Cover You for Damage otherwise Covered under this Section in respect of additions to Your Buildings, Business Contents and Specified Items which are obtained or built during the Period of Cover.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$500,000 or twenty per-cent (20%) of the Sum Insured in respect to each of Buildings, Business Contents or Specified Items at the time of Damage whichever is the lesser amount.

### Catastrophe Loss Cover

When Business Property situated at the Location of Risk is Damaged as a result of a government declared catastrophe event happening during the Period of Cover We will, when the Business Property is totally destroyed as a result of that event, Cover You for an additional amount not exceeding twenty per-cent (20%) of the Sum Insured stated in the Schedule in respect of each of:

- each Building;
- Business Contents; or
- each Specified Item;

Covered under this Section:

**Provided that:**

the Sum Insured for each Building and the Sum Insured for Business Contents and each Specified Item accurately represented their full Replacement Cost prior to the catastrophe event occurring.

**Claims Preparation Costs**

We will Cover You for professional fees and other expenses necessarily and reasonably incurred by You with Our prior consent, and which are not otherwise recoverable, in producing such information or evidence as We may require to support Your claim under this Section.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$25,000:

**Provided that:**

if You are also Covered under any other Section of this Policy in respect of an additional benefit for 'Claims Preparation Costs' Our maximum liability for all additional benefits payable for 'Claims Preparation Costs' under this Policy arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

**Clearing Pipes and Drains**

We will Cover You for costs necessarily and reasonably incurred by You with Our prior consent to clear service pipes, drains, gutters or sewers, including repairs, at or in the immediate vicinity of the Business Premises as a result of Damage to the Buildings and/or Business Contents Covered under this Section at the Business Premises:

**Provided that:**

We will not pay for:

- i. normal maintenance costs of clearing and/or maintaining such service pipes, drains, gutters or sewers or for the costs of clearing tree root infestation; or
- ii. any such costs which are entitled to be recovered under any other policy of insurance in respect of the Building or Business Contents.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$25,000.

**Discharge of Mortgage Fees or Lease Fees**

We will Cover You for the legal costs which are necessarily and reasonably incurred by You to discharge a mortgage, lease or similar legally enforceable written agreement which becomes necessary as a result of Damage to the Business Property and where, at Our sole discretion, We treat the claim settlement in respect of the Business Property on the basis of a total loss.

Our maximum liability under this additional benefit for any one claim will be limited to:

- a. on Business Property where the Sum Insured is not otherwise exhausted, an amount up to the balance of the Sum Insured for each of the Damaged Business Property; or
- b. on Business Property where the Sum Insured is exhausted, an amount up to an additional ten per-cent (10%) of the Sum Insured for each of the Damaged Business Property.

**Exploratory Costs**

We will Cover You for costs necessarily and reasonably incurred by You with Our prior consent to identify and locate the source of the Damage where such Damage is caused by the discharge, overflowing of or leakage from fixed apparatus, fixed appliances, fixed pipes or other systems used to hold or carry liquid of any kind:

**Provided that:**

We will not pay for the repair or replacement of such apparatus, appliances, pipes or other systems which has/have given rise to the Damage.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$25,000 in respect of each of the Damaged Buildings, Business Contents or Specified Items Covered under this Section.

**Government Fees – Buildings**

We will Cover You for any fees, contributions or other amounts payable to any government, public authority or local or municipal authority or statutory authority necessarily and reasonably incurred by You when payment of such fees, contributions or other amounts are a condition precedent to the obtaining of consent to the reinstatement, repair, rebuilding or replacement of any Building Covered under this Section and for which We pay a claim for the reinstatement, repair, rebuilding or replacement following Damage to the Building under this Section:

**Provided that:**

We will not pay for any fine or penalty imposed by such authorities.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$25,000.

**Home Office Contents**

We will Cover You for Damage to Business Contents when the Business Contents are used at Your private residence for the purpose of conducting Your Business and where such Damage is caused by an event that would be otherwise Covered under this Section.

**We will not pay** for any Loss under this additional benefit If You are also entitled to Cover under additional benefit 'Alternative Premises' in this Section in respect of the same Loss.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$25,000.

### **Landscaping**

We will Cover You for Damage otherwise Covered under this Section for the cost of Damage to landscaping (including trees, shrubs and lawn) owned by You or for which You are legally liable to pay under any lease or similar written agreement:

#### **Provided that:**

We will not pay for Damage caused by Flood, storm, tempest, rainwater, wind, snow, sleet, cyclone or hail.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$25,000.

### **Loss of Land Value – Buildings**

If the requirements of any government, public authority or local or municipal authority or statutory authority do not allow rebuilding, or only allow partial rebuilding, at the Business Premises, We will pay the deficit between the land value of the Business Premises after the Damage and the land value of the Business Premises before the Damage:

#### **Provided that:**

We will only pay this additional benefit when the Damaged Building cannot be repaired or reinstated and We treat Your claim under this Section as a total loss of the Building Covered under this Section.

Our maximum liability under this additional benefit in respect of any one claim will be limited to an amount not exceeding \$100,000 or twenty per-cent (20%) of the Sum Insured on the Damaged Building at the time of the Damage whichever is the lesser amount and in either case less any sum paid by any authority to You by way of compensation.

### **New Business Premises**

We will Cover You for Damage otherwise Covered under this Section for Business Property removed from the Business Premises while at any new Business Premises first occupied by You during the Period of Cover:

#### **Provided that:**

without Our prior written consent this temporary Period of Cover is limited to the least period of:

- i. the next expiry date of the Period of Cover;

- ii. the date on which the Business Property ceases to belong to You; or
- iii. ninety (90) consecutive days from the date You acquire or commence using the new Business Premises or other building:

#### **Provided further that:**

- iv. the Business Property is of similar type to that already Covered under this Section;
- v. the new Business Premises or other building is comprised of a building of similar construction, fire and security protection to the Business Premises currently described in the Schedule;
- vi. You must provide Us with full details of the new Business Premises or other building within ninety (90) days of the commencement of this temporary Period of Cover; and
- vii. You pay Us any additional Premium We may require.

We will not pay for:

- a. Money or Personal Effects of You, Your principals, directors, Employees or members of Your Family; or
- b. Business Contents or Specified Items whilst in Transit.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$500,000 in total for all Business Property.

### **On-Hire – Business Contents**

We will Cover You for Damage otherwise Covered under this Section to Business Contents that You hire or lease to Your tenants in Australia.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$5,000.

### **Open Air – Business Contents**

We will Cover You for Damage otherwise Covered under this Section to Business Contents located in the open air within the boundaries of the Business Premises or immediately outside the Business Premises:

#### **Provided that:**

We will not pay for any costs which are Covered under additional benefit 'Landscaping'.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$5,000.

### **Personal Effects**

When Business Contents are Covered under this Section We will Cover You for Damage otherwise Covered under this Section to personal effects (including tools) belonging to You or Your principals, directors or Employees:

#### **Provided that:**

- i. We will not pay for Money; and
- ii. neither You nor they are entitled to be indemnified under any other policy of insurance in respect of the same Damage.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$5,000 any one person during any one Period of Cover and not exceeding \$50,000 for all claims in the aggregate during any one Period of Cover.

### **Prevention of Damage Costs**

Where Business Property is Covered under this Section We will Cover You for costs necessarily and reasonably incurred by You to:

- a. extinguish a fire or to respond to a chemical emergency threatening to Damage the Business Property including attendance by a fire brigade or fire fighting or similar authority;
- b. prevent or reduce imminent Damage to Business Property including gaining access;
- c. recharge and replace equipment used to extinguish a fire; and
- d. shut off the supply of water or other substances that are accidentally discharged from any fire protection equipment or system.

We will pay this additional benefit even though there has been no Damage to the Business Premises or other Business Property.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$50,000.

### **Removal of Debris and Temporary Repairs**

We will pay costs necessarily and reasonably incurred by You with Our consent for:

- a. the removal, storage and disposal of Debris and of anything which caused Damage at the Business Premises;
- b. the removal, storage and disposal of Debris from premises, roadways, services, railways or waterways owned by any other person or entity where You are liable at law to remove, store or dispose of such Debris as a result of Damage, together with the costs of cleaning up, but only when that liability has not arisen as a result of any agreement made by You unless that liability would have attached to You in the absence of such agreement;

- c. demolition of the whole or Damaged portion of the Business Premises and removal of Business Property insured which is necessary for the purposes of reinstatement, repair, rebuilding or replacement of the Business Property as a result of Damage; and
- d. temporary repairs to the Business Premises including the demolition, dismantling, shoring up, propping up or underpinning of Business Property insured in order to effect temporary repairs.

We will pay such costs after all other costs have been incurred in the reinstatement of the Damaged Property up to the balance of the Sum Insured stated in the Schedule in respect of each of the Buildings, Business Contents or Specified Items Covered under this Section.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding the monetary difference between the costs incurred in the Replacement Cost of the Damaged Business Property and the Sum Insured in respect of each of the Damaged Buildings, Business Contents or Specified Items Covered under this Section.

When the Sum Insured is exhausted by the payment of a claim in respect of Business Property under this Section We will pay any additional costs for removal of Debris or temporary repairs otherwise payable.

Our maximum liability under this additional benefit for any one claim will then be limited to:

- a. an amount not exceeding \$50,000; or
- b. the amount stated in the Schedule for optional additional benefit 'Removal of Debris';

whichever is the greater amount:

#### **Provided that:**

if You are also Covered under this Section in respect of optional additional benefit 'Removal of Debris and Temporary Repairs' Our maximum liability for all benefits payable for 'Removal of Debris and Temporary Repairs' under this Section arising from the one event or cause shall not be cumulative and shall be limited to the amount stated in the Schedule for optional additional benefit 'Removal of Debris'.

### **Rewriting of Business Documents**

When Business Contents are Covered under this Section We will Cover You for clerical and professional costs necessarily and reasonably incurred by You with Our prior consent to restore or reconstruct Your Business Documents following Damage otherwise Covered under this Section:

**Provided that:**

We will not pay You:

- i. if You are entitled to claim for similar costs under Section – Business Interruption; or
- ii. for any financial or other consequential loss caused by the loss of Your business records.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$25,000 or ten per-cent (10%) of the Sum Insured on Business Contents whichever is the lesser amount unless otherwise stated in the Schedule.

**Temporary Protection and Security**

Where Business Property is Covered under this Section We will Cover You for costs necessarily and reasonably incurred by You for the temporary protection of the Business Premises, including the employment of security guards, to safeguard the Business Premises following Damage otherwise Covered under this Section.

Our maximum liability under this additional benefit for any one claim will be limited to:

- a. the Sum Insured stated in the Schedule when the Sum Insured is not otherwise exhausted by the payment of a claim under this Section; or
- b. an additional amount not exceeding \$25,000:

**Provided that:**

If You are Covered under any other Section of this Policy Our maximum liability for the additional benefits payable for ‘Temporary Protection and Security’ under each Section arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

**Optional Additional Benefits**

The following optional additional benefits apply only if You have selected the optional additional benefit Cover and have agreed to pay any additional Premium applicable. The optional additional benefit and the Sum Insured for that benefit will be stated in the Schedule.

**Flood**

We will Cover You for Damage caused by Flood to Buildings, Business Contents or Specified Items.

When Flood is Covered under this Policy We will also Cover You for Damage caused by Flood to:

- a. Glass and Signs at the Location of Risk; and
- b. Business Contents or Specified Items which are Covered under Section – General Property when Cover for that Section is stated in the Schedule:

**Provided that:**

We will not Cover You for Damage caused by Flood to landscaping (including trees, shrubs and lawn) owned by You or for which You are legally liable to pay under any lease or similar written agreement:

Our maximum liability under this optional additional benefit for any one claim for Damage caused by Flood at the Location of Risk will be limited to an amount not exceeding the Flood Sum Insured for each of Buildings, Business Contents or Specified items stated in the Schedule.

**Removal of Debris and Temporary Repairs**

Where the Cover stated in the Schedule is Reinstatement and where the Sum Insured in respect of each of Buildings and Business Contents has been exhausted by a claim under this Section We will Cover You for any additional amounts You become liable to pay for removal of Debris and temporary repairs.

Our maximum liability in respect of this optional additional benefit for any one claim will be limited to the Sum Insured stated in the Schedule for optional additional benefit ‘Removal of Debris’:

**Provided that:**

Our maximum liability for all additional benefits payable for ‘Removal of Debris and Temporary Repairs’ under this Section arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for additional benefit ‘Removal of Debris and Temporary Repairs’ under this Section and the amount stated in the Schedule for optional additional benefit ‘Removal of Debris’.

**Strata Title Mortgagee’s Interest**

When:

- a. You own part of a Building that has been subdivided into strata, community or similar title units and You have a mortgage on that part of the Building; and
- b. if You have arranged this Policy to insure only the interest of a mortgagee in a strata (or similar) title unit; and
- c. where such Damage is otherwise Covered under this Section:

We will pay:

- when this Policy is the only insurance policy in force that insures the Building at the date of the Damage:

- the amount necessary to repair the Damage to that part of the Building owned by You to a condition equal to but not better or more extensive when new in accordance with the Basis of Settlement Reinstatement clauses A. – E. above;
- when the body corporate (or similar body) has an insurance policy in force that insures the Building, whether in whole or in part, at the date of the Damage:
  - the difference between the amount the body corporate or its insurer pays and the reinstatement cost of the Damage to that part of the Building owned by You; or
- where reinstatement is not carried out, or only partially carried out:
  - the amount sufficient to discharge the mortgage held by You over that part of the Building owned by You as at the date of the Damage after deducting any amount We or the body corporate (or similar body) insurer have paid in respect of the partial reinstatement of the Building;

**Provided that:**

- i. We will pay only that part of the Loss or Damage that applies to the financial interest of the mortgagee;
- ii. the mortgagee requires You to discharge Your mortgage;
- iii. all payments We make in respect of the discharge of Your mortgage will be paid direct to the mortgagee unless We are otherwise directed in writing by the mortgagee to pay such monies to You or any other person or entity; and
- iv. We will not pay any additional benefits otherwise payable under this Section:

**Provided further that:**

- v. the indemnity provided under any and all other insurance policies insuring the Building at the date of the Damage shall cover the Building on a similar Reinstatement Basis of Settlement as that provided under this Section failing which the Cover provided under this additional benefit will be subject to the application of Indemnity Cover provided under this Section.

Our maximum liability in respect of this optional additional benefit for any one claim will be limited to the Sum Insured for Buildings stated in the Schedule.

## Indemnity Cover

### Basis of Settlement

Where the Basis of Settlement stated in the Schedule is Indemnity Our maximum liability under this Section will be limited to an amount not exceeding the Indemnity Value of the Business Property or the Sum Insured whichever is the lesser amount.

### Removal of Debris and Temporary Repairs

We will also Cover You for costs necessarily and reasonably incurred by You with Our consent for:

- a. the removal, storage and disposal of Debris and of anything which caused Damage at the Business Premises;
- b. the removal, storage and disposal of Debris from premises, roadways, services, railways or waterways owned by any other person or entity where You are liable at law to remove, store or dispose of such Debris as a result of Damage, together with the costs of cleaning up, but only when that liability has not arisen as a result of any agreement made by You unless that liability would have attached to You in the absence of such agreement;
- c. demolition of the whole or Damaged portion of the Business Premises and removal of Business Property insured which is necessary for the purposes of reinstatement, repair, rebuilding or replacement of the Business Property as a result of Damage; and
- d. temporary repairs to the Business Premises including the demolition, dismantling, shoring up, propping up or underpinning of Business Property insured in order to effect temporary repairs.

### Our Maximum Liability

Our maximum liability under this Section including all costs arising from removal of Debris and temporary repairs will be limited to an amount not exceeding the Sum Insured stated in the Schedule in respect of all Loss or Damage from any cause whatsoever.

### Under-insurance

In the event of Damage to Business Property Covered under Section – Business Property We will not be liable for any greater proportion of the Damage than the Sum Insured for Section – Business Property in respect of each of Buildings, Business Contents or Specified Items bears to eighty per-cent (80%) of the actual Indemnity Value of the Damaged Buildings, Business Contents or Specified Items at the time of such Damage:

**Provided that:**

this clause will not apply if the amount of the Damage is less than ten per-cent (10%) of the Sum Insured for each of the Buildings, Business Contents or Specified Items Covered under Section – Business Property.

## Additional Benefits – Indemnity Cover

When Business Property is Covered under this Policy for Indemnity Basis of Settlement We will also Cover You in respect of the following additional benefits.

**Automatic Reinstatement of Cover**

The amount by which the Sum Insured on each of Buildings, Business Contents or Specified Items is reduced as a consequence of the Damage will be automatically reinstated as from the date of the Damage:

**Provided that:**

- i. there is no written request from You or written notice by Us to the contrary;
- ii. You pay the Premium which We require for the reinstatement of Cover; and
- iii. We will not reinstate the Sum Insured if We have paid the Sum Insured in full or where the claim is for the total loss of the insured Business Property.

**Loss of Land Value – Buildings**

If the requirements of any government, public authority or local or municipal authority or statutory authority do not allow rebuilding, or only allow partial rebuilding, at the Business Premises, We will pay the deficit between the land value of the Business Premises after the Damage and the land value of the Business Premises before the Damage:

**Provided that:**

We will only pay this additional benefit when the Building cannot be repaired and We treat Your claim under this Section as a total loss of the Building Covered under this Section.

Our maximum liability under this additional benefit in respect of any one claim will be limited to an amount not exceeding \$100,000 or twenty per-cent (20%) of the Sum Insured on each Building at the time of the Damage whichever is the lesser amount and in either case less any sum paid by any authority to You by way of compensation.

## Claim Condition – Applying to Indemnity Cover

If You or any other person or party Covered under this Policy do not comply with this condition We may reduce Our payment to You or refuse to pay Your Claim under this Section in whole or in part.

**Undamaged Foundations – Buildings**

Where a Building is Damaged but its foundations are not destroyed and, due to legal requirements reinstatement, rebuilding or replacement of the Building has been carried out upon another site, the abandoned foundations shall be considered as having been destroyed.

If, however, the value of the original Business Premises is increased by virtue of the presence of the abandoned foundations, then such increase in value shall be regarded as salvage and that amount shall be paid to Us by You upon completion of the sale of the site or shall be deducted from the final amount of any monies payable by Us under this Section, whichever shall occur later.

## Conditions – Applying to all of Section – Business Property

If You or any other person or party Covered under this Policy do not comply with these conditions We may reduce Our payment to You or refuse to pay Your claim under this Section in whole or in part.

**Sprinkler Installations**

For any Business Premises in which an automatic sprinkler system is installed and which is owned by You, or where You are responsible for the operation or maintenance of the automatic sprinkler system, You must:

- a. ensure that the Business Property is protected as required by law by an approved installation of automatic sprinklers, automatic external alarm signal and automatic alarm signal connected with a Fire Brigade Station or other legally approved monitoring organisation;
- b. exercise due diligence to ensure that any system and alarm signal are at all times maintained in good working order;
- c. ensure that such system will be regularly maintained in accordance with Australian Standard AS1851 (Part 3); and
- d. notify Us, or Your intermediary, in writing and as soon as reasonably practicable, of any alterations or additions to the automatic sprinkler installation;

# Section – Business Interruption

Section – Business Interruption forms part of this Policy only if stated in the Schedule.

## Definitions – Applying to all of Section – Business Interruption

The following definitions apply wherever the relevant words or terms appear in this Policy for the purposes of determining the Cover that is available under this Section.

### Accounts Receivable

means the unpaid balance of monies due from customers of Your Business as detailed in Your Business accounts or certified by Your accountant but excluding Rent and/or debts that were bad or doubtful prior to the Damage.

### Agent

means:

- a. a licensed real estate agent;
- b. a licensed property manager; or
- c. any other person or entity;

who You have appointed to act on Your behalf to manage the Rental Property.

### Damage

For the purpose of the Cover provided under this Section the general definition of 'Damage' is extended to include Damage occurring as a result of a claim Covered under:

- Section – Business Property;
- Section – Theft;
- Section – Money;
- Section – Glass;
- Section – General Property; or
- Section – Machinery and Electronic Equipment Breakdown;

of this Policy.

### Indemnity Period

means the period stated in the Schedule and commencing from the date of the Damage and ending not later than:

- a. the last day of the Indemnity Period during which period the results of Your Business are affected in consequence of the Damage; or
- b. the date when the results of Your Business are no longer affected;

whichever occurs first.

### Lease Agreement

means the written agreement between You or Your Agent and the Tenant detailing the terms and conditions of the agreement for the Rental Property including:

- a. the term of the lease period; and
- b. the amount of Rent;

### but does not include:

a Periodic Tenancy Agreement

For the purpose of this definition an agreement referred to as a 'rental agreement' has the same meaning as a 'Lease Agreement'.

### Periodic Tenancy Agreement

means an agreement that applies when a Tenant continues to occupy the Rental Property after a fixed-term Lease Agreement has expired.

### Rent

means the rental income receivable by You for the Business Premises in accordance with a lease or similar contract or other legally enforceable written agreement existing at the time of the Damage or Rent Default.

### Rent Default

means a Tenant being in breach of the Lease Agreement and who:

- a. vacates the Rental Property before the end of the tenancy period stated in the Lease Agreement without giving the relevant notice required under the Lease Agreement;
- b. is legally evicted from the Rental Property;
- c. ceases paying Rent in accordance with the Lease Agreement; or
- d. fails to pay Rent owed to You or Your Agent.

### Rental Property

means the Business Premises and Building at the Location of Risk stated in the Schedule.

### Tenant

means the person, company or other entity named in the Lease Agreement.

## Weekly Rent

means:

- a. the amount of Rent calculated as payable on a weekly basis; or
- b. If the amount of Rent is not fixed, the total Rent payable by the Tenant during the period of Rent Default divided by the number of weeks in the Rent Default period.

## Part A – Loss of Rent

Cover for Part A - Loss of Rent forms part of this Policy only if stated in the Schedule.

### What is Covered

#### Loss of Rent

We will Cover You for loss of Rent during the Indemnity Period when the Business Premises or part of the Business Premises stated in the Schedule becomes untenable as a result of Damage for which a claim is Covered under Section – Business Property and the Rent ceasing or reducing as a direct result of:

- a. Damage for which a claim is Covered under Section – Business Property;
- b. Theft for which a claim is Covered under Section – Theft;
- c. Loss for which a claim is Covered under Section – Money;
- d. Breakage for which a claim is Covered under Section – Glass;
- e. Loss or Damage for which a claim is Covered under Section – General Property; or
- f. Breakdown for which a claim is Covered under Section - Machinery and Electronic Equipment Breakdown;

and the Rent ceasing or reducing as a direct result of the Damage, Theft, Breakage, Loss or Breakdown.

#### Increased Cost of Working

We will Cover You for additional expenditure incurred by You during the Indemnity Period to avoid a reduction in Rent for the sole purpose of minimising the Loss but not exceeding the amount of reduction in Rent thereby saved.

#### Additional Increased Cost of Working

We will Cover You for the additional expenditure necessarily and reasonably incurred by You during the Indemnity Period as a consequence of the Damage for the sole or main purpose of avoiding or diminishing a reduction in Rent and which expenses are not otherwise Covered under 'Increased Cost of Working' above.

## Claims Preparation Costs

We will Cover You for professional fees and other costs necessarily and reasonably incurred by You with Our prior consent, and which are not otherwise recoverable, in certifying accounts or particulars required by Us for the preparation of any claim under this Section for Loss of Rent or Additional Increased Cost of Working.

## What is Not Covered – Exclusions Applying to Part A

We will not Cover You under this Part A for:

- a. claims arising from or in any way connected with Flood unless Flood is stated in the Schedule as being Covered under this Section;
- b. Loss or Damage to Electronic Data or Electronic Data Media caused solely as the result of Breakdown which is Covered or could be Covered under Section - Machinery and Electronic Equipment Breakdown; or
- c. claims for any Loss if You elect not to continue in the Business after the happening of the Damage.

In respect of the Cover provided under Section - Machinery and Electronic Equipment Breakdown in respect of:

- > Part A – Machinery; or
- > Part B – Electronic Equipment:

We will not pay claims under this Part A for:

- a. any costs incurred during the first forty-eight (48) hours following the Breakdown; or
- b. any additional costs incurred where the period of interruption otherwise applicable is increased beyond four (4) weeks due to delay in the repair or replacement of items manufactured outside Australia where such delay results from:
  - measures, restrictions or regulations imposed by any government, public or local authority;
  - the time required to procure replacement parts or complete items in overseas markets;
  - the time required to transport or ship component parts or complete items between the Business Premises and any overseas place of repair or replacement; or
  - the time required to engage and transport overseas specialists or consultants to assist in or supervise local repairs.

We will not pay for claims under this Part A for or arising from consequential loss of any kind other than that provided specifically for in the Cover under this Section.

## Basis of Settlement

### Loss of Rent

We will pay You for the amount of Your Loss:

#### Provided that:

- i. if any of the charges or expenses incurred for maintaining the Business Premises in a tenantable condition (including, but not limited to, wages, cost of power, lighting and the like) cease or reduce in consequence of the Damage, the amount payable to You will be reduced accordingly; and
- ii. the work of reinstatement, repairing, rebuilding or replacement must be commenced and carried out with due diligence and within a reasonable time failing which We will not be liable to make any payment beyond the amount of Rent that would have been payable had the Business Premises been restored to a tenantable state within such reasonable time.

### Increased Cost of Working

We will pay You for expenditure necessarily and reasonably incurred by You.

Our maximum liability under this Section for any one claim in respect of Loss of Rent and Increased Cost of Working for any one claim will be limited to the Sum Insured for Loss of Rent and the Indemnity Period stated in the Schedule.

### Additional Increased Cost of Working

We will pay the additional expenditure necessarily and reasonably incurred by You.

Our maximum liability for this additional expenditure for any one claim will be limited to the Sum Insured for Additional Increased Cost of Working stated in the Schedule.

### Claims Preparation Costs

We will pay the professional fees and other costs necessarily and reasonably incurred by You.

Our maximum liability for these additional costs for any one claim will be limited to the Sum Insured for Claims Preparation Costs stated in the Schedule.

### Under-insurance

In the event of loss of Rent as Covered under this Section We will not be liable for any greater proportion of the loss of Rent than the Sum Insured for Loss of Rent bears to eighty per-cent (80%) of the Rent which would have been received by or paid to You

during the Period of Cover had the Damage not occurred (or its proportionately increased multiple where the Indemnity Period exceeds twelve (12) months):

#### Provided that:

this clause will not apply if the loss of Rent is less than ten per-cent (10%) of the Sum Insured in respect of Loss of Rent.

## Additional Benefits: Part A - Loss of Rent

We will, subject to all of the provisions of this Policy, also Cover You in relation to the following additional benefits.

Our liability will be limited to the amount stated in the relevant additional benefit or, if no amount is stated, to the Sum Insured stated in the Schedule.

### Accounts Receivable

We will Cover You for Loss arising from Your inability to collect Accounts Receivable as a result of Damage or Theft of Your Business Documents happening at the Business Premises and for which We pay a claim under Section – Business Property or Section – Theft.

We will pay You the monetary value of Accounts Receivable at the time of the Damage and which You are unable to recover as a direct result of Damage to or Theft of Your Business Documents:

#### Provided that:

We will not pay for the value of information contained in any documents.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$25,000 or the Sum Insured for Accounts Receivable whichever is the greater amount.

### Automatic Reinstatement of Cover

The amount by which the Sum Insured for Loss of Rent is reduced as a consequence of the claim will be automatically reinstated as from the date of the Damage:

#### Provided that:

- i. there is no written request from You or written notice by Us to the contrary;
- ii. You pay the Premium which We require for the reinstatement of Cover; and
- iii. We will not reinstate the Sum Insured if We have paid the Sum Insured for Loss of Rent in full or where the claim under Section – Business Property is for the total loss of the insured Business Property.

### **Business Documents**

We will Cover You for Loss resulting from Damage to Business Documents belonging to You or held in trust by You while in Transit or while at any premises not occupied by You:

#### **Provided that:**

We will not pay for any Loss under this additional benefit If You are also entitled to Cover under additional benefit 'Accounts Receivable' in this Section in respect of the same Loss.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding twenty per-cent (20%) of the Sum Insured under this Section for Loss of Rent.

### **Loss of Incidental Income**

We will Cover You for loss of incidental Income during the Indemnity Period following interruption to or interference with the Business as a result of:

- a. Damage for which a claim is Covered under Section – Business Property;
- b. Theft for which a claim is Covered under Section – Theft;
- c. Loss for which a claim is Covered under Section – Money;
- d. Breakage for which a claim is Covered under Section – Glass;
- e. Loss or Damage for which a claim is Covered under Section – General Property; or
- f. Breakdown for which a claim is Covered under Section – Machinery and Electronic Equipment Breakdown; and

in respect of the Cover provided under this Section, a claim arising under additional benefits:

- g. Prevention of Access; or
- h. Public Utilities:

and the incidental Income ceasing or reducing as a direct result of the Damage, Theft, Breakage, Loss or Breakdown.

We will pay You the amount by which the incidental Income during the Indemnity Period shall fall short of the incidental Income which would have been received by You during the Indemnity Period if the Damage had not occurred:

#### **Provided that:**

- i. the amount We pay You will be reduced by any amount saved during the Indemnity Period in respect of charges and expenses of the Business which may cease or be reduced in consequence of the Damage;

- ii. if, during the Indemnity Period, services shall be rendered elsewhere than at the Location of Risk stated in the Schedule for the benefit of the Business, either by You or by others on Your behalf, the money paid or payable in respect of such services shall be brought into account in arriving at the incidental Income lost during the Indemnity Period;
- iii. if the Damage occurs before the completion of the first year's trading of Your Business at the Location of Risk We will calculate Your incidental Income to mean the proportional equivalent for a period of twelve (12) months of the actual incidental Income realised during the period between the commencement of the Business and the date of the Damage occurring; and
- iv. an adjustment shall be made as may be necessary to reflect the trend in the Business and any other variations in the Business or other circumstances affecting the Business, either before or after the Damage occurring, or which would have affected the Business had the Damage not occurred in order that the figures thus adjusted represent as nearly as may be reasonably practicable the incidental Income which would have been received during the relative period after the Damage occurred.

Our maximum liability under this additional benefit for any one claim in respect of loss of Income will be limited to:

- a. an amount not exceeding the greater of \$25,000 or the Sum Insured for Loss of Income stated in the Schedule; and
- b. the Indemnity Period stated in the Schedule:

#### **Provided that:**

if You are also Covered under any other Section of this Policy with Us in respect of an additional benefit for 'Loss of Incidental Income' Our maximum liability for all additional benefits payable for 'Loss of Incidental Income' under this Policy arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

For the purpose of this additional benefit 'Income' means:

the money paid or payable to You for services rendered in the course of the Business at the Business Premises and any other income payable to the Business for the twelve (12) months immediately preceding the date of the Loss:

but excluding Rent.

### Prevention of Access

We will Cover You for Loss of Rent resulting from:

- a. the intervention of any lawful authority resulting from threat of damage to property in the immediate vicinity of the Business Premises which prevents access to or hinders the use of the Business Premises;
- b. damage to buildings in which the Business Property is contained or forms part of whether the Business Property forming part of or contained in the complex is damaged or not:

#### Provided that:

in respect of damage Covered under clauses a. and b. above, such damage, if it occurred at the Business Premises, would be Covered under Section – Business Property; or

- c. the closure or evacuation of the whole or part of the Business Premises by order of a competent government or statutory authority arising directly or indirectly from:
  - vermin or other pests, or defects in drains or other sanitary arrangements, occurring at the Business Premises;
  - poisoning directly caused by the consumption of food or drink provided on Your Business Premises;
  - murder or suicide occurring at Your Business Premises or in the immediate vicinity of Your Business Premises; or
  - human infectious or contagious diseases or the discovery of an organism likely to result in human infectious or contagious disease at the Business Premises:

#### Provided that:

We will not Cover You for Loss arising from or in any way connected with the existence or suspected existence of any infectious disease where an infectious disease is defined as Highly Pathogenic Avian Influenza or any other diseases which are deemed to be quarantinable diseases under the Australian Quarantine Act 1908 (Cth) and subsequent amendments irrespective of whether it was discovered on Your Business Premises or elsewhere.

### Public Utilities

We will Cover You for loss of Rent as a result of the cessation of or interruption to any land-based telecommunications system or any electricity, gas, power, sewerage or water supply systems within Australia that You obtain services from:

#### Provided that:

such damage, if it occurred at the Business Premises, would be Covered under either Section – Business Property or Section – Theft and the interruption of supply extends for a period of greater than forty-eight (48) hours.

## Part B – Rent Default

Cover for Part B – Rent Default forms part of this Policy only if stated in the Schedule.

### What is Covered

We will Cover You for loss of Rent arising from Rent Default occurring during the Period of Cover.

### What is Not Covered – Exclusions applying to Part B – Rent Default

We will not pay Your claim under this Part B if:

- a. any Rent was in arrears at the commencement of the Period of Cover;
- b. Your Tenant leaves the Rental Property, with or without notice, and You have failed to rectify any notice requiring remedy of a breach of a Lease Agreement issued by the Tenant to You;
- c. the Lease Agreement could have been legally terminated by You;
- d. Your Tenant has carried on business at and/or from the Rental Property for less than twelve (12) months;
- e. Your Rental Property is re-tenanted; or
- f. Your Rental Property is not available to be tenanted immediately because of renovations or maintenance work being carried out.

We will not pay for claims under this Part B arising from consequential loss of any kind.

### Basis of Settlement

We will pay Your claim on the following basis:

- a. for weeks 5 to 12 inclusive:

We will pay one hundred per-cent (100%) of the Weekly Rent multiplied by the number of weeks Rent is in default;

- b. for weeks 13 to 26 inclusive:

We will pay seventy-five per-cent (75%) of the Weekly Rent multiplied by the number of weeks Rent is in default.

We will not pay You for Loss arising from Rent Default for the Excess period or Voluntary Excess period stated in the Schedule.

Our maximum liability under this Section for any one claim will be limited to:

- a. a multiple of eighteen and one-half (18.5) times the Weekly Rent Default Limit stated in the Schedule; and
- b. for a period no greater than:
  - i. twenty-two (22) weeks during any one Period of Cover; or
  - ii. the term of the Lease Agreement ending;
 whichever occurs first.

**Under-insurance - Rent Default**

Where the Weekly Rent Default Limit stated in the Schedule for the Location of Risk is less than the Weekly Rent under the Rental Agreement We will only pay that portion of the claim which the Weekly Rent Default Limit stated in the Schedule bears to the Weekly Rent.

**Additional Benefits – Rent Default**

We will, subject to all of the provisions of this Policy, also Cover You in relation to the following additional benefits.

Our liability will be limited to the amount stated in the relevant additional benefit or, if no amount is stated, to the Sum Insured stated in the Schedule.

**Legal Expenses**

We will pay the legal expenses necessarily and reasonably incurred by You or Your Agent to:

- a. legally evict a Tenant who is in breach of the Lease Agreement by reason of Rent Default; or
- b. recover any amount owed to You or Your Agent by a Tenant:

**Provided that:**

- i. You or Your Agent must first obtain our written consent before any such costs are incurred;
- ii. in respect of clause b. the amount owed is greater than the amount We will pay under this additional benefit; and
- iii. We will not pay for legal expenses or other costs that You or Your Agent incur solely to recover any loss that is not covered under this Section.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding:

- a. fifty per-cent (50%) of the legal expenses necessarily and reasonably incurred by You or Your Agent: or
- b. \$3,000;

whichever is the lesser amount.

**Conditions – Applying to Rent Default**

If You or any other person or party Covered under this Policy do not comply with these conditions We may reduce Our payment to You or refuse to pay Your claim under this Section in whole or in part.

You must have taken all responsible steps legally available to You including those available under the relevant State or Territory legislation relating to commercial property leases or similar rental agreements to remedy non-payment of Rent, terminate the Rental Agreement and/or evict the Tenant.

**Claims Conditions – Applying to all of Section – Business Interruption**

If You or any other person or party Covered under this Policy do not comply with these conditions We may reduce Our payment to You or refuse to pay Your claim under this Section in whole or in part.

**Books of Account**

Any particulars or details contained in Your books of account or other business books or documents that may be required by Us for investigating or verifying any claim made under this Section may be required to be produced and certified by Your auditors and their certificate will be prima facie evidence of the particulars and details to which the certificate relates.

# Section – Theft

Section – Theft forms part of this Policy only if stated in the Schedule.

## Definitions

The following definitions apply wherever the relevant words or terms appear in this Policy for the purposes of determining the Cover that is available under this Section.

### Safe

means a container specifically designed for the safe storage of money or valuables which is specifically designed to be compliant with Australian standards to protect the contents against fire and to resist unauthorised opening by hand-held or power-operated tools.

### Strongroom

means a burglar-resistant structure constructed of masonry and steel which is specifically designed to be compliant with Australian standards for the safe storage of money or valuables and designed to resist fire and unauthorised opening by hand-held or power-operated tools.

### Theft

means actual or attempted theft following:

- a. actual or attempted forcible and violent entry of or to the Building;
- b. any person or persons being illegally or feloniously concealed in the Building but only if there is evidence of forcible and violent exit from the Building;
- c. armed hold-up or any attempt thereof at the Business Premises;
- d. actual assault or violence or the threat of immediate assault or violence or violent intimidation against You, Your Employees or any other person at the Business Premises.

## What is Covered

We will Cover You for loss of or Damage to Your Business Contents or Specified Items caused by Theft from the Building or as otherwise Covered under this Section at the Business Premises which occurs during the Period of Cover.

## What is Not Covered

We will not Cover You under this Section for loss of or Damage to:

- a. Business Property which is Covered or could be Covered under Section – Business Interruption;

- b. Glass or Signs which are Covered or could be Covered under Section – Glass;
- c. Money for any amount exceeding \$250 any one Loss;
- d. Business Contents or Specified Items in the open air other than to the extent Cover is provided under this Section in respect of additional benefit 'Theft Without Forcible Entry';
- e. Business Contents or Specified Items whilst contained in a Vehicle;
- f. Business Contents or Specified Items from a Safe or Strongroom when that Safe or Strongroom is/are opened by using a key or a combination, or both, when the key or combination or both has/have been left on the Business Premises whilst the Business Premises are left unattended, closed for business or outside Business Hours;
- g. jewellery, furs, bullion, property made of gold or silver or precious stones exceeding \$2,000 any one item and \$10,000 any one Loss;
- h. Business property caused by any person lawfully on Your Business Premises other than a tenant of Your Business Premises and other than as Covered under:
  - additional benefit 'Theft Without Forcible Entry'; in this Section.

We will not pay for claims for or arising from:

- a. Theft in which You, Your principals, directors, partners or Employees or any member of Your Family are involved other than Theft by an Employee following visible forcible and violent entry of or to the Building;
- b. unexplained disappearances or unexplained shortages whether from clerical or accounting errors or shortages in supply or deliveries to or by You; or
- c. consequential loss of any kind other than as Covered under Section – Business Interruption.

## Reinstatement Cover

### Basis of Settlement

We will at Our option:

- a. reinstate, repair or replace the lost or Damaged Business Contents or Specified Items to a condition equal to but not better or more extensive than their condition when new; or

- b. by agreement with You pay You the Indemnity Value of the Business Contents or Specified Items at the time the loss or Damage occurred.

Our maximum liability under this Section for any one claim will be limited to the Sums Insured stated in the Schedule for Theft.

## Additional Benefits – Reinstatement Cover

When the Basis of Settlement stated in the Schedule is Reinstatement We will, subject to all of the provisions of this Policy, also Cover You in relation to the following additional benefits.

Our liability will be limited to the amount stated in the relevant additional benefit or, if no amount is stated, to the Sum Insured stated in the Schedule.

### Alternative Premises

We will Cover You for loss of or Damage otherwise Covered under this Section to Business Property due to Theft located in alternative premises anywhere in Australia:

#### Provided that:

We will not Cover You for:

- i. loss of or Damage to Business Property whilst in Transit; or
- ii. Business Property which has been removed from the Business Premises for a period greater than ninety (90) consecutive days without Our prior written consent.

**We will not pay** for any Loss under this additional benefit If You are also entitled to Cover under additional benefit 'Home Office Contents' in this Section in respect of the same Loss.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding the Sum Insured stated in the Schedule for Theft or \$20,000 whichever is the lesser amount.

### Automatic Reinstatement of Cover

The amount by which the Sum Insured on Business Contents or Specified Items is reduced as a consequence of the loss or Damage will be automatically reinstated as from the date of the loss or Damage:

#### Provided that:

- i. there is no written request from You or written notice by Us to the contrary;
- ii. You pay the Premium which We require for the reinstatement of Cover; and

- iii. We will not reinstate the Sum Insured on any Specified Item if We have paid the Sum Insured on that Specified Item in full.

### Claims Preparation Costs

We will Cover You for the professional fees and other expenses necessarily and reasonably incurred by You with Our prior written consent, and which are not otherwise recoverable, for the preparation of a claim under this Section.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$25,000:

#### Provided that:

if You are also Covered under any other Section of this Policy in respect of an additional benefit for 'Claims Preparation Costs' Our maximum liability for all additional benefits payable for 'Claims Preparation Costs' under this Policy arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

### Damage to Business Property

We will Cover You for Damage to the Business Property caused by Theft including:

- a. the removal, storage and disposal of Debris and of anything which caused Damage at the Business Premises; and
- b. temporary repairs to the Business Premises including the demolition, dismantling, shoring up, propping up or underpinning of Business Property insured in order to effect temporary repairs.

Our maximum liability payable under this additional benefit for any one claim will be limited to an amount not exceeding the monetary difference between the amount of any claim paid under this Section in respect of such Loss and the Sum Insured stated in the Schedule for Theft.

When the total of the amount paid in respect of Your Loss and the cost of repairing Damage to Business Property caused by Theft exceeds the Sum Insured for Theft under this Section We will Cover You for that additional repair cost under Section – Business Property.

### Death Following Assault

If any person is injured while protecting or attempting to protect the Business Property Covered under this Section from Theft and death results from that injury within twelve (12) months We will pay \$10,000 to the estate of that person:

**Provided that:**

if You are also Covered under Section – Money Our maximum liability for the additional benefits payable for ‘Death Following Assault’ under each of Section – Theft and Section – Money arising from the one event or cause shall not be cumulative and shall be limited to \$10,000 in the aggregate for both Sections.

**Equipment on Hire**

We will Cover You for loss of or Damage to Business Contents that You hire or lease to tenants due to Theft during the Period of Cover at the tenant's premises in Australia.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$5,000.

**Home Office Contents**

We will Cover You for Theft of Business Contents when the Business Contents are used at Your private residence for the purpose of conducting Your Business and where such Theft is caused by an event that would otherwise be Covered under this Section.

**We will not pay** for any Loss under this additional benefit If You are also entitled to Cover under additional benefit 'Alternative Premises' in this Section in respect of the same Loss.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$25,000.

**New Business Premises**

We will Cover You for Loss or Damage otherwise Covered under this Section for Business Property removed from the Business Premises while at any new Business Premises first occupied by You during the Period of Cover:

**Provided that:**

- i. without Our prior written consent this temporary Period of Cover is limited to the least period of:
  - the next expiry date of the Period of Cover;
  - the date on which the Business Property ceases to belong to You; or
  - ninety (90) consecutive days from the date You acquire or commence using the new Business Premises or other building;

**Provided further that:**

- ii. the Business Property is of similar type to that already Covered under this Section;
- iii. the new Business Premises or other building is comprised of a building of similar construction, fire and security protection to the Business Premises currently described in the Schedule;
- iv. You must provide Us with full details of the new Business Premises or other building within ninety (90) days of the commencement of this temporary Period of Cover; and

- v. You pay Us any additional Premium We may require.

We will not pay for:

- i. Money or Personal Effects of You, Your Employees or members of Your Family; or
- ii. Business Contents or Specified Items whilst in Transit.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding twenty per-cent (20%) of the Sum Insured stated in the Schedule for Theft.

**Personal Effects**

We will Cover You for loss of or Damage to personal effects (including tools) belonging to You or Your principals, directors or Employees due to Theft at the Business Premises:

**Provided that:**

- i. We will not pay for Money; and
- ii. neither You nor they are entitled to be indemnified under any other policy of insurance in respect of the same loss or Damage.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$5,000 for any one item and \$10,000 in total for all items.

**Replacement of Locks, Keys and Combinations**

We will Cover You for the costs necessarily and reasonably incurred by You to recode or replace locks, keys and/or combinations belonging to Your Safes or Strongrooms and to otherwise open Safes or Strongrooms at the Business Premises due to Theft of keys or combinations from the Business Premises or elsewhere or if there are reasonable grounds to believe the locks, keys or combinations have been stolen or illegally duplicated:

**Provided that:**

We will only Cover the cost of replacing locks, keys and/or combinations with items of a similar type and quality.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$10,000:

**Provided further that:**

if You are also Covered under Section – Money Our maximum liability for the additional benefits payable for ‘Replacement of Locks, Keys and Combinations’ under each of Section – Theft and Section – Money arising from the one event or cause shall not be cumulative and shall be limited to an amount not exceeding \$10,000 in the aggregate for both Sections.

### **Restoration of Security System**

We will Cover You for the costs necessarily and reasonably incurred by You to restore or repair any existing security system at the Business Premises which has been damaged due to Theft.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$5,000.

### **Rewriting of Business Documents**

We will Cover You for Your clerical and professional costs necessarily and reasonably incurred by You to re-write, restore or reconstruct Your Business Documents following Loss or Damage as a result of Theft at the Business Premises or elsewhere in Australia by any cause which would be Covered under this Section if the Loss or Damage had occurred at the Business Premises:

#### **Provided that:**

We will not pay for any financial loss or other consequential loss caused by the loss of Your Business Documents.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$25,000.

### **Temporary Protection and Security**

We will Cover You for the costs necessarily and reasonably incurred by You for the temporary protection of the Business Premises in order to safeguard the Business Premises, Business Contents or Specified Items following Damage to the Business Premises due to Theft.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$10,000;

#### **Provided that:**

if You are Covered under any other Section of this Policy Our maximum liability for the additional benefits payable for 'Temporary Protection and Security' under each Section arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

### **Theft Without Forcible Entry**

We will Cover You for loss of or Damage to:

- a. Business Contents (other than electronic equipment) or Specified Items from within or from immediately outside the Business Premises due to theft without forcible entry of or to the Business Premises; and
- b. electronic equipment from the Buildings but excluding theft from any open-sided or partially enclosed structures or yards or other open spaces.

We will not pay for loss of or Damage to:

- i. Business Stock; or
- ii. customers goods;

under this additional benefit.

Our maximum liability under this additional benefit for any one claim during any one Period of Cover will be limited to an amount not exceeding \$5,000 in respect of the Cover provided under each of clauses a. and b. above.

## **Indemnity Cover**

### **Basis of Settlement**

Where the Basis of Settlement stated in the Schedule is Indemnity Our maximum liability under this Section will be limited to an amount not exceeding the Indemnity Value of the Business Property or the Sum Insured whichever is the lesser amount.

### **Removal of Debris and Temporary Repairs**

We will also Cover You for costs necessarily and reasonably incurred by You with Our consent for:

- a. the removal, storage and disposal of Debris and of anything which caused Damage at the Business Premises; and
- b. temporary repairs to the Business Premises including the demolition, dismantling, shoring up, propping up or underpinning of Business Property insured in order to effect temporary repairs.

### **Our Maximum Liability**

Our maximum liability under this Section including all costs arising from removal of Debris and temporary repairs will be limited to an amount not exceeding the Sum Insured stated in the Schedule in respect of all Loss or Damage from any cause whatsoever.

## Conditions – Applying to all of Section – Theft

If You or any other person or party Covered under this Policy do not comply with these conditions We may reduce Our payment to You or refuse to pay Your claim under this Section in whole or in part.

### **Security Alarm System**

Where the Business Premises is/are protected by a security alarm system for which You are responsible You must ensure that the alarm system is:

- a. activated whenever the Business Premises are closed for business or outside Business Hours and/or left unattended by You or any of Your Employees;
- b. maintained in good condition and working order; and
- c. regularly tested in accordance with the manufacturer's recommendations.

# Section – Money

Section – Money forms part of this Policy only if stated in the Schedule.

## Definitions

The following definitions apply wherever the relevant words or terms appear in this Policy for the purposes of determining the Cover that is available under this Section.

### Financial Service Institution

means a bank, building society or credit union or an agency for any of these institutions.

### Safe

means a container specifically designed for the safe storage of money or valuables which is specifically designed to be compliant with Australian standards to protect the contents against fire and to resist unauthorised opening by hand-held or power-operated tools.

### Strongroom

means a burglar-resistant structure constructed of masonry and steel which is specifically designed to be compliant with Australian standards for the safe storage of money or valuables and designed to resist fire and unauthorised opening by hand-held or power-operated tools.

## What is Covered

We will Cover You for loss of Money:

- a. belonging to You; or
- b. for which You are legally responsible or have assumed a responsibility to insure; and

which occurs during the Period of Cover for:

### Money in Business Premises

Money contained in Your Business Premises:

- a. during Business Hours whilst not in a locked Safe or Strongroom;
- b. outside Business Hours whilst not in a locked Safe or Strongroom; or
- c. at any time whilst in a locked Safe or Strongroom.

### Money in Transit

Money in Transit anywhere in Australia whilst:

- a. in Your personal custody or in the custody of a person authorised by You; or
- b. whilst contained in a night-safe of any Financial Service Institution but only until the time Your Financial Service

Institution ceases trading on its next business day after You have left the Money with Your Financial Service Institution or until it is deposited or otherwise lodged with Your Financial Service Institution whichever is the earlier.

### Money in Private Residence

Money contained in Your home or the home of a person authorised by You when it has been taken there for safe-keeping from Your Business Premises or the place of collection but only until the time Your Financial Service Institution ceases trading on its next business day or until it is deposited or otherwise lodged with Your Financial Service Institution whichever is the earlier.

## What is Not Covered

We will not Cover You under this Section for:

- a. loss of Money from a Safe or Strongroom opened by the use of a key or by use of a combination, or both, when the key or combination or both has/have been left on the Business Premises whilst the Business Premises are left unattended, closed for business or outside Business Hours;
- b. loss of Money from a Safe or Strongroom whilst unlocked except where such Safe or Strongroom is unlocked following:
  - armed hold-up or any attempt thereof;
  - assault or violence or the threat of immediate assault or violence or violent intimidation against You or Your Employees;
- c. loss of Money from an unattended or unlocked Vehicle;
- d. Loss not discovered within ten (10) business days from the date of happening of the Loss;
- e. loss of Money due to shortage resulting from clerical or accounting errors or errors in receiving or paying out Money or for dishonoured cheques;
- f. loss of Money through theft, fraud, embezzlement, misappropriation or dishonest acts committed by You, Your directors, Your principals, Your Employees or any member of Your Family other than theft by an Employee following visible forcible and violent entry to or upon the Business Premises;
- g. loss of Money resulting from or as a consequence of authorised or unauthorised access to Your financial accounts or records or banking facilities or accounts of any description whether at the Business Premises or at Your Financial Services Institution or elsewhere and whether by use of the internet or by any other means; or
- h. consequential loss of any kind other than as Covered under Section – Business Interruption.

## Basis of Settlement

We will pay You the amount of Your Loss.

Our maximum liability under this Section for any one claim will be limited to the Sum Insured for Money for each of:

- a. Business Hours (not in Safe) Sum Insured;
- b. Outside Business Hours (not in Safe) Sum Insured;
- c. Locked in Safe (any time) Sum Insured;
- d. In Transit Sum Insured; and
- e. In Private Residence Sum Insured.

## Additional Benefits

We will, subject to all of the provisions of this Policy, also Cover You in relation to the following additional benefits.

Our liability will be limited to the amount stated in the relevant additional benefit or, if no amount is stated, to the Sum Insured stated in the Schedule.

### Automatic Reinstatement of Cover

The amount by which the Sum Insured for each of Money in Business Premises, Money in Transit or Money in Private Residence is reduced as a consequence of the claim will be automatically reinstated as from the date of the Loss:

#### Provided that:

- i. there is no written request from You or written notice by Us to the contrary; and
- ii. You pay the Premium which We require for the reinstatement of Cover.

### Bank and Public Holiday Cover

We will automatically increase the Sums Insured for Money on days that are Australian government gazetted as a bank or public holiday. This increase will apply until Your Financial Service Institution ceases trading on the next business day after such holiday or until Your Money is deposited or otherwise lodged with Your Financial Service Institution whichever is the earlier.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding twenty per-cent (20%) of the Sum Insured for each of:

- a. Business Hours (not in safe) Sum Insured;
- b. Outside Business Hours (not in Safe) Sum Insured; and
- c. Locked in Safe (any time) Sum Insured; or

\$50,000 whichever is the lesser amount.

This additional benefit does not apply to Money in a private residence.

### Claims Preparation Costs

We will Cover You for the professional fees and other expenses necessarily and reasonably incurred by You with Our prior written consent, and which are not otherwise recoverable, for the preparation of a claim under this Section.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$25,000:

#### Provided that:

if You are also Covered under any other Section of this Policy in respect of an additional benefit for 'Claims Preparation Costs' Our maximum liability for all additional benefits payable for 'Claims Preparation Costs' under this Policy arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

### Counterfeit Currency

We will Cover You for Loss due to Your acceptance in good faith in exchange for merchandise, Money or services of counterfeit Australian currency notes.

Our maximum liability under this additional benefit for any one claim and for all claims in the aggregate during any one Period of Cover will be limited to an amount not exceeding \$500 in any one Period of Cover.

### Damage to Safes or Strongrooms

We will Cover You for:

- a. the cost of opening Your Safe or Strongroom at the Business Premises if Money is stolen or there is an attempt at stealing Your Money from Your Safe or Strongroom and the Safe or Strongroom is so damaged by the theft or attempted theft as to be incapable of being opened;
- b. the cost of repairing any damage to the Safe or Strongroom that was caused by the theft or attempted theft; or
- c. the cost of replacing the Safe if the Safe is stolen or cannot be repaired following damage to the Safe.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$10,000.

### **Death Following Assault**

If any person is injured while protecting or attempting to protect Money from theft and death results from that injury within twelve (12) months We will pay \$10,000 to the estate of that person:

#### **Provided that:**

if You are also Covered under Section – Theft Our maximum liability for the additional benefits payable for ‘Death Following Assault’ under each of Section – Theft and Section – Money arising from the one event or cause shall not be cumulative and shall be limited to \$10,000 in the aggregate for both Sections.

### **Money in Custody**

We will Cover You for loss of Money in the custody or control of Your real estate agent, property manager or other representative authorised to act on Your behalf.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$5,000.

### **New Business Premises**

We will Cover You for Loss otherwise Covered under this Section for Money at any new Business Premises or in Transit to or from any new Business Premises first occupied by You during the Period of Cover:

#### **Provided that:**

- i. without Our prior written consent this temporary Period of Cover is limited to the least period of:
  - the next expiry date of the Period of Cover;
  - the date on which the new Business Property ceases to be occupied by You; or
  - ninety (90) consecutive days from the date the new Business Premises were first occupied by You;
- ii. the Money is already Covered under this Section;
- iii. the new Business Premises is comprised of a building of similar construction and security protection to the Business Premises currently described in the Schedule;
- iv. You must provide Us with full details of the new Business Premises within ninety (90) consecutive days of the commencement of this temporary Period of Cover; and
- v. You pay Us any additional Premium We may require.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding twenty per-cent (20%) of the Sum Insured stated in the Schedule for Money for each of:

- a. Business Hours (not in Safe) Sum Insured;
- b. Outside Business Hours (not in Safe) Sum Insured;
- c. Locked in Safe (any time) Sum Insured; and
- d. In Transit Sum Insured;

Covered under this Section.

### **Personal Money Belonging to You or Your Employees**

We will Cover You for the theft of personal Money belonging to You, Your principals, directors or Employees occurring at the Business Premises during the Period of Cover:

#### **Provided that:**

neither You nor they are entitled to be indemnified under any other policy of insurance in respect of the same Loss or Damage.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$5,000 for any one person in any one Period of Cover and \$10,000 in the aggregate for all claims in any one Period of Cover.

### **Replacement of Locks, Keys and Combinations**

We will Cover You for the costs necessarily and reasonably incurred by You to recode or replace locks, keys and/or combinations and to open Safes or Strongrooms at the Business Premises due to theft of keys and/or combinations from the Business Premises or elsewhere or if there are reasonable grounds to believe the locks, keys and/or combinations have been stolen or illegally duplicated:

#### **Provided that:**

We will only Cover the cost of replacing locks, keys and/or combinations with items of a similar type and quality.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$10,000:

#### **Provided further that:**

if You are also Covered under Section – Theft Our maximum liability for the additional benefits payable for ‘Replacement of Locks, Keys and Combinations’ under each of Section – Theft and Section – Money arising from the one event or cause shall not be cumulative and shall be limited to \$10,000 in the aggregate for both Sections.

### **Temporary Protection and Security**

We will Cover You for the costs necessarily and reasonably incurred by You for the temporary protection of the Business Premises including the employment of security guards in order to safeguard the Business Premises in respect of a claim Covered under this Section.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$10,000:

#### **Provided that:**

If You are Covered under any other Section of this Policy Our maximum liability for the additional benefits payable for 'Temporary Protection and Security' under each Section arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

### **Conditions – Applying to all of Section – Money**

If You or any other person or party Covered under this Policy do not comply with these conditions We may reduce Our payment to You or refuse to pay Your claim under this Section in whole or in part.

#### **Security Alarm System**

Where the Business Premises is/are protected by a security alarm system for which You are responsible You must ensure that the alarm system is:

- a. activated whenever the Business Premises are closed for business or outside Business Hours and/or left unattended by You or any of Your Employees;
- b. maintained in good condition and working order; and
- c. regularly tested in accordance with the manufacturer's recommendations.

# Section – Employee Dishonesty

Section – Employee Dishonesty forms part of this Policy only if stated in the Schedule.

## Definitions

The following definitions apply wherever the relevant words or terms appear in this Policy for the purposes of determining the Cover that is available under this Section.

### Employee

means a natural person who has:

- a. at any time entered into a contract of service or apprenticeship with You and/or for whom You are required by virtue of workers' compensation or similar legislation to effect workers' compensation insurance cover; or
- b. been assigned, hired or seconded from a personnel agency by You for work in Your Business;

but does not mean:

- i. any person who is not directly paid remuneration by You other than as described in clause b. above;
- ii. a partner, principal, director or trustee of Your Business except when performing the usual duties of an Employee; or
- iii. any person who is a member of any committee that examines or audits or has custody of or access to Your Business accounts, Money, Business Contents or other goods.

### Limit per Employee

means the maximum amount We will pay under this Section as stated in the Schedule in respect of any one Loss and all Losses arising out of any one or more related or unrelated fraudulent or dishonest acts committed by any one Employee or group of individuals which contain one or more common Employees.

## What is Covered

We will Cover You for Your Loss in respect of:

- a. Money; and
- b. Business Property or Business goods;

belonging to You or in Your possession or for which You are legally liable and where such Loss:

- occurs in the normal course of Your Business;
- is caused directly by an act of fraud or dishonesty or other fraudulent or dishonest conduct by an Employee with the intent to cause Loss to You or to benefit any person or entity other than You;
- is first discovered:

- during the Period of Cover;
- less than twelve (12) months after the termination or non-renewal of this Policy or this Section of this Policy; or
- less than twelve (12) months after the termination of the employment or services of the Employee; and
- arises from an act or conduct committed less than twelve (12) months before being first discovered.

You must be able to identify the Employee responsible for the Loss.

Where You are unable to identify the specific Employee whose act or conduct has given rise to the Loss We will Cover You for any Loss but only when You prove to Our reasonable satisfaction and at Your own cost that the Loss was caused by the fraudulent or dishonest act or conduct of one or more Employees.

All Losses arising out of any one or more related or unrelated fraudulent or dishonest act committed by any one Employee or group of individuals which contain one common Employee are deemed to have been first discovered when the first such Loss was first discovered by You or anyone acting on Your behalf.

## What is Not Covered

We will not Cover You for:

- a. Loss arising from any act of fraud or dishonesty or dishonest conduct committed by any Employee after discovery by You or anyone acting on Your behalf after You or they had reasonable cause for suspicion of any act of fraud or dishonesty or dishonest conduct on the part of that Employee;
- b. Loss arising from any act of fraud or dishonesty or dishonest conduct committed by any member of Your Family;
- c. any part of any Loss arising from or proven or quantified through inconsistencies in any accounting records, or inventory or stocktaking calculations or shortages resulting from clerical or accounting errors; or
- d. consequential loss of any kind.

## Basis of Settlement

For:

- a. Loss of Money We will pay You the amount of Your Loss;
- b. Business Contents or Business goods We will, at Our option:
  - pay the amount necessarily and reasonably payable to reinstate, repair or replace the Business Contents or Business goods at the time of its/their reinstatement, repair or replacement, including replacement with similar property, to a condition equal to but not better or more extensive than its/their condition when new; or
  - by agreement with You pay You the Indemnity Value of the Business Contents or Business goods:

### Provided that:

- i. any amount We pay You will be reduced by the sum of all monies, including salary, commission, assets or other entitlements to which an Employee who caused the Loss would have been entitled but which You have retained or are entitled to retain at law; and
- ii. Money and Business Contents or Business goods, if recovered in whole or in part will belong to Us subject to Your right to reclaim such property upon repayment of any amount paid by Us.

Our maximum liability under this Section for any one claim will be limited to:

- a. the Limit per Employee stated in the Schedule; and
- b. the Sum Insured for Employee Dishonesty in respect of any one Loss and all Losses in the aggregate any one Period of Cover.

## Additional Benefits

We will, subject to all of the provisions of this Policy, also Cover You in relation to the following additional benefits.

Our liability will be limited to the amount stated in the relevant additional benefit or, if no amount is stated, to the Sum Insured stated in the Schedule.

### Automatic Reinstatement of Cover

The amount by which the Sum Insured for Employee Dishonesty is reduced as a consequence of a claim under this Section will be automatically reinstated from the date of the Loss:

### Provided that:

- i. We will not reinstate the Sum Insured more than once during any one Period of Cover for any Loss that arises out of the act

of any one Employee or group of Employees whether or not acting individually or in concert with any other person;

- ii. there is no written request from You or written notice by Us to the contrary; and
- iii. You pay the Premium which We require for the reinstatement of Cover.

### Claims Preparation Costs

We will Cover You for professional fees and other expenses reasonably and necessarily incurred by You for the preparation of a claim under this Section.

Our maximum liability under this additional benefit in respect of any one Loss and all Losses in the aggregate during any one Period of Cover will be limited to an amount not exceeding \$25,000 or ten per-cent (10%) of the Sum Insured for Employee Dishonesty whichever is the lesser amount:

### Provided that:

if You are also Covered under any other Section of this Policy in respect of an additional benefit for 'Claims Preparation Costs' Our maximum liability for all additional benefits payable for 'Claims Preparation Costs' under this Policy arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

### Cost of Recovery

We will, at Our sole discretion, Cover You where You sustain a Loss that is greater than the Sum Insured for Employee Dishonesty for costs and expenses necessarily and reasonably incurred by You with Our prior written consent in an attempt to recover the costs of any Loss Covered under this Section from any person responsible for such Loss.

Our maximum liability under this additional benefit will be limited to an amount not exceeding an additional twenty per-cent (20%) of the Sum Insured for Employee Dishonesty or \$5,000 whichever is the lesser amount.

### Welfare, Social or Sporting Clubs or Superannuation or Pension Schemes

We will Cover Loss in respect of Money belonging to:

- a. any social, welfare or sporting club formed in connection with Your Business exclusively for the benefit of Your Employees and their immediate families; or
- b. any superannuation or pension scheme formed by You exclusively for the benefit of Your Employees but not including any scheme or similar arrangement administered by a professional funds manager.

## Conditions – Applying to all of Section – Employee Dishonesty

If You or any other person or party Covered under this Policy do not comply with these conditions We may reduce Our payment to You or refuse to pay Your claim under this Section in whole or in part.

### **What You Must Do**

You must observe the system of audit, supervision and checks which, in relation to this Section, You have stated to Us that You observe.

Upon the discovery of any acts of fraud or dishonesty or dishonest conduct committed by any Employee or reasonable cause for suspicion thereof, You must give Us immediate notice of the circumstances of that discovery and/or the Loss and take immediate steps to:

- a. regain possession of the lost Money, Business Property or Business goods;
- b. take all reasonable steps to prevent further Loss; and
- c. aid the apprehension and prosecution of any Employee or any other person involved in that act of fraud or dishonesty or dishonest conduct for any illegal or criminal offence committed by that person.

You must assist Us and cooperate with Us fully in the exercise of Our rights to obtain recovery from the Employee or any other person of any Loss which We have paid or are liable to pay under this Section.

If any claim is made under this Section You must:

- a. provide Us with satisfactory proof of any actual or alleged fraud or dishonesty;
- b. report the fraud or dishonesty to the police;
- c. provide Us with all records and documents which may assist Us in the investigation of the claim, the determination of the Loss and Our or Your right of recovery against any person as a result of the Loss; and
- d. to the extent allowed by law, retain all salary, money, entitlements and assets which are the property of any Employee who has committed such acts of fraud or dishonesty or dishonest conduct giving rise to a claim under this Section and You must apply such money or property towards minimising any Loss which may be Covered under this Section.

# Section – Machinery and Electronic Equipment Breakdown

Section – Machinery and Electronic Equipment Breakdown forms part of this Policy only if stated in the Schedule.

The following definitions apply wherever the relevant words or terms appear in this Policy for the purposes of determining the Cover that is available under this Section.

## Definitions – Applying to all of Section – Machinery and Electronic Equipment Breakdown

### **Boilers, Pressure Vessels and Pressure Pipe Systems**

means the permanent structure of Insured Items which are subject to internal steam, gas or fluid pressure (other than atmospheric pressure) including all direct attachments connected to the permanent structure and includes with respect to Boilers the rotating, reciprocating or electrical apparatus attached to them

### **Breakdown**

means sudden and unforeseen physical destruction or physical damage or failure, malfunction or derangement of any nature of any Insured Item which requires immediate repair or replacement to enable normal working to continue.

### **Electronic Equipment**

means all computers, word processors including all ancillary equipment attached thereto, software, other electronic equipment and associated air conditioning equipment as stated in the Schedule as Insured Items.

### **Machinery**

means electrical and mechanical items including electronic and other integral parts of the item including Boilers, Pressure Vessels and Pressure Pipe Systems.

## Definitions – Applying to Part A – Machinery

### **Insured Item means:**

#### **Unspecified Machinery**

any items of Machinery that are not specifically Covered as Specified Items and stated in the Schedule but excluding any Unspecified Machinery or item exceeding \$100,000 new replacement value; and

#### **Specified Items**

any items of Machinery specifically stated as Covered in the Schedule.

## Definitions – Applying to Part B – Electronic Equipment

### **Insured Item means:**

#### **Unspecified Electronic Equipment**

any items of Electronic Equipment that are not specifically Covered as Specified Items and stated in the Schedule but excluding any Unspecified Electronic Equipment or item exceeding \$100,000 new replacement value; and

#### **Specified Items**

any items of Electronic Equipment specifically stated as Covered in the Schedule.

## Part A – Machinery

Part A – Machinery forms part of the Cover provided under this Section only if stated in the Schedule.

### What is Covered

We will Cover You for costs necessarily and reasonably incurred to repair or replace Machinery Covered as Unspecified Machinery or Specified Items following Breakdown which occurs during the Period of Cover whilst the Insured Item is:

- a. within the Location of Risk; and
- b. working, at rest or being dismantled, moved, reassembled or reinstalled for the purpose of cleaning, adjustment, inspection, repair, overhaul or relocation but only after completion of successful initial commissioning at the Location of Risk.

### What is Not Covered

We will not Cover You under this Part A for:

- a. the cost of:
  - replacement of expendable items such as belts, filters, fuses, electric heating elements, electrical contacts, thermostats, TX valves, cutting blades, crushing surfaces, parts made of glass, porcelain or ceramics, chains, seals, links, dies and moulds, conveyor belting, lubricants, fuel and any transfer media;
  - replacement of unserviceable component parts worn through normal machine operation;
  - adjustment, cleaning, purging or recharging of refrigeration or air conditioning equipment; or
  - replacement of refractory or brickwork forming part of an Insured Item;

unless such cost is necessary as part of the rectification of Breakdown not otherwise excluded under this Part A:

b. the cost of:

- maintenance work including but not limited to the tightening of loose parts, recalibration or adjustments;
- alteration, additions, improvements or overhauls whether carried out in the course of repairs or as a separate operation;
- modification or alteration of an Insured Item to enable it to operate with a more ozone-friendly refrigerant gas as required by the UNEP (United Nations Environmental Protection) Montreal Protocol with respect to substances which deplete the ozone layer, unless conversion is necessitated by Breakdown;
- replacement or repair, caused by gradual deterioration (including rust, corrosion, erosion, oxidation or scale formation);
- replacement of lighting equipment, reticulated electrical wiring, reticulated liquid and gas piping and ducting;
- repair of scratches, chipping or discolouration to painted or polished surfaces, unless resulting from Breakdown;
- repair of slowly developing deformation, distortion or fatigue of any part;
- repair of blisters, laminations, flaws or grooving even when accompanied by leakage;
- repairs to valves, fittings, glands, joints, gaskets, pipes, lines and connections which are defective or leaking;
- repairs to shaft keys requiring tightening, fitting or renewal;
- Damage caused by the movement of foundations, masonry or brick work; or
- removal or installation of underground pumps and well casings. However, unless specifically stated in the Schedule this exclusion shall not apply to submersible pumps.

We will not Cover You under this Part A for:

- a. Breakdown to any Insured Item being moved if such Breakdown is caused by dual lifting;
- b. anything to the extent You are entitled to recover the costs of labour or parts under a maintenance agreement, warranty, guarantee or indemnity in Your favour by the manufacturer of the relevant item or any other person or entity; or
- c. consequential loss of any kind.

## Part B – Electronic Equipment

Part B – Electronic Equipment forms part of the Cover provided under this Section only if stated in the Schedule.

### What is Covered

We will Cover You for costs necessarily and reasonably incurred to repair or replace Electronic Equipment Covered as Unspecified Electronic Equipment or Specified Items following Breakdown which occurs during the Period of Cover whilst the Insured Item is:

- a. working or at rest;
- b. being dismantled or moved for the purpose of cleaning, inspection, overhaul, repair or relocation or during such operations themselves or whilst being subsequently re-erected at the Location of Risk; or
- c. being moved to or from any service contractor away from the Business Premises but within Australia.

### What is Not Covered

We will not Cover You under this Part B for:

- a. Damage to Electronic Data or for Loss or Damage to Electronic Data Media;
- b. Breakdown of Electronic Equipment or any part of Electronic Equipment where such Breakdown occurs prior to or until after the completion of successful initial testing and commissioning of such Electronic Equipment or any part thereof;
- c. Breakdown caused by atmospheric conditions, moisture or change in temperature unless directly resulting from Damage to or malfunction of an Insured Item of air conditioning equipment;
- d. the cost of:
  - replacement of expendable items such as batteries, valves, x-ray and picture tubes, belts, chains, tapes, cards, ribbons, filters, tubes, electric heating elements or electrical contacts; or
  - replacement of component parts worn through normal use or operation;

unless such costs are necessary as part of the rectification of Breakdown not otherwise excluded under this Part B;

- e. the cost of:
  - maintenance work;
  - alterations, additions, improvements or overhauls whether carried out in the course of repairs or as a separate operation;
  - replacement or repair following gradual deterioration, rust, corrosion, erosion, oxidation or scale formation; or
  - repairs of scratches to painted or polished surfaces unless resulting from Breakdown;
- f. anything to the extent You are entitled to recover the costs of labour or parts under a maintenance agreement or warranty, guarantee or indemnity in Your favour by the manufacturer of the relevant Insured Item or any other person or entity;
- g. breakdown caused by Computer Viruses or other disruptive programming techniques; or
- h. consequential loss of any kind.

## What is Not Covered – Exclusions applying to all of Section – Machinery and Electronic Equipment Breakdown

We will not Cover You under this Section for any Loss or Damage to Equipment which is or could be Covered under:

- Section – Business Property;
- Section – Theft; or
- Section – General Property;

whether or not Cover for those Sections are stated in the Schedule.

We will not Cover You for any claim under this Section for Damage directly or indirectly arising out of or in any way connected with:

- a. chemical explosion other than explosion of flue gas in a Boiler; or
- b. movement of foundations caused or contributed to by:
  - vibration, heaving, creeping, shrinking, settling, or expansion of foundations or supports of Business Property;
  - erosion, subsidence or earth movement unless caused suddenly by any cause Covered under this Section; or
  - collapse of Business Property unless caused suddenly by any cause Covered under this Section;
- c. intentional or malicious damage; or
- d. the carrying out of tests involving abnormal stresses, including the intentional overloading of any Insured Item.

## Basis of Settlement – Part A and Part B

In the event of Breakdown Covered under Part A or Part B of this Section to an Insured Item of Machinery or Electronic Equipment We will:

- a. pay the reasonable cost of repair or replacement necessary to return the Insured Item to its former state; or
- b. by agreement with You pay You the Indemnity Value of the Insured Item of Machinery or Electronic Equipment at the time of the Breakdown.

When We pay the reasonable cost of repair or replacement necessary to return the Insured Item to its former state of operation We will also include:

- a. the cost of dismantling, re-erection, cleaning up and removal of debris;
- b. charges for overtime and work on public holidays where necessarily and reasonably incurred;
- c. freight within Australia by any recognised scheduled service;
- d. overseas freight by any recognised scheduled service and/or overseas labour;
- e. the on-site cost of parts including the replacement of refrigerant lost from an Insured Item as a result of the Breakdown;
- f. the cost of temporary repairs and/or hire of a temporary replacement item during the time taken to repair Breakdown to any Insured Item; and
- g. any customs duties and dues:

### Provided that:

- i. Our maximum liability for the total of all costs in clauses b., c., d. and e above will be limited to an amount no greater than fifty (50%) per-cent of the normal cost of repair payable in respect of the Insured Item Covered under Part A or Part B of this Section;
- ii. in respect of Electronic Equipment Covered under Part B of this Section no deduction will be made for depreciation of parts replaced except for:
  - valves, tubes (including picture and x-ray tubes) and light sources for which We will deduct a proportion of the replacement cost of these items being the proportion which the period of use up to the time of failure bears to the normal service life expected by the manufacturer or supplier.

iii. any Insured Item of Machinery or Electronic Equipment affected by Breakdown which can be repaired must be repaired however should the item be uneconomical to repair due solely to the nature of the Breakdown Our liability will be limited to:

- the cost of replacement of the Insured Item by an item of similar function, type, capacity and quality in a condition equal to, but not better than, the condition of the Insured Item when new; or
- the Sum Insured stated in the Schedule for the Insured Item;

whichever is the lesser amount:

**Provided that:**

We shall not be required to replace the Insured Item exactly, but only as circumstances permit.

The value of any salvage of any Insured Item will be deducted from any amount payable under this Section.

The amount of each claim payable under either of Part A or Part B of this Section shall be reduced by the amount of the Excess stated in the Schedule.

Our maximum liability under this Section for any one claim will be limited to the Sum Insured stated in the Schedule for:

Part A – Machinery

- a. Unspecified Machinery; or
- b. Specified Items;

or

Part B – Electronic Equipment

- a. Unspecified Electronic Equipment; or
- b. Specified Items.

## Additional Benefits – Applying to Parts A and B

We will, subject to all of the provisions of this Policy, also Cover You in relation to the following additional benefits.

Our liability will be limited to the amount stated in the relevant additional benefit or, if no amount is stated, to the Sum Insured stated in the Schedule.

### Additional Items

If You hire or purchase and commission at Your Business Premises any items similar to items already Covered under this Section We will Cover such items under this Section in respect of the same Cover as for similar items already Covered under this Section:

**Provided that:**

- i. You give Us written notice within ninety (90) consecutive days of the hire or purchase and commissioning of the item(s) and pay the appropriate additional Premium as We may require;
- ii. without Our prior written consent We will only Cover such additional items for a period:
  - to the next expiry date of the Period of Cover; or
  - not exceeding ninety (90) consecutive days from the date of their hire or purchase and commissioning;whichever is the earlier date;
- iii. the items are, as far as You are aware, suitable for service, free from material defect and in sound working condition;
- iv. We will not Cover any such items until they have been successfully commissioned and all relevant statutory provisions for inspection and certification have been fulfilled; and
- v. the Sum Insured and Excess stated in the Schedule shall be the same for such additional items as for similar items already Covered under this Section.

### Claims Preparation Costs

We will Cover You for the professional fees and other expenses necessarily and reasonably incurred by You with Our prior written consent, and which are not otherwise recoverable, for the preparation of a claim under this Section.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$25,000:

**Provided that:**

if You are also Covered under any other Section of this Policy in respect of an additional benefit for 'Claims Preparation Costs' Our maximum liability for all additional benefits payable for 'Claims Preparation Costs' under this Policy arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

### **Inflation Protection**

The Sum Insured on items of Machinery and Electronic Equipment shall at the time of any Breakdown for which We pay a claim under this Section be increased according to the government published Consumer Price Index by the proportion which the number of days since the commencement of the Period of Cover shall bear to the whole of the Period of Cover.

### **Professional Fees**

We will cover You for the cost of consulting engineers fees (excluding fees or expenses for preparing a claim under this Section) necessarily and reasonably incurred by You with Our prior written consent to reinstate, repair or replace Machinery or Electronic Equipment which have been affected by Breakdown.

Where the Sum Insured is exhausted by the payment of a claim under this Section We will pay an additional amount not exceeding \$5,000 in respect of this additional benefit.

## **Conditions – Applying to all of Section – Machinery and Electronic Equipment Breakdown**

If you or any other person or party Covered under this Policy do not comply with these conditions We may reduce Our payment to You or refuse to pay Your claim under this Section in whole or in part.

### **Alteration of Risk**

You shall notify Us in writing of any intended alterations of or departure from normal working conditions which You know, or a reasonable person in the circumstances could be expected to know, would materially increase the risk of Damage to Insured Items.

### **Cessation of Cover Following Loss or Damage**

The Cover provided under this Section will cease for any Insured Item which has sustained Damage and is then operated unless it has been repaired properly and without delay.

### **Due Care**

Nothing contained in this Section or in any other provision of this Policy will relieve You of any obligation to take such steps as are necessary to ensure that the operation of the Insured Items is at all times carried out so as to minimise the risk of any claim being made under this Policy.

### **Newly Installed Items**

At the end of each Period of Cover You shall furnish Us with details of any items newly installed or items which have been deleted from Your Business' books of account during the Period of Cover.

Any additional or return Premium shall be calculated corresponding to the type and value of the additional or deleted item and the Period of Cover from the time of completion of the successful commissioning of the additional item or date of disposal of the deleted item.

Our maximum liability for all additional items will not exceed a cost greater than fifty per-cent (50%) of the total Sum Insured for all Insured Items as stated in the Schedule.

## **Claims Conditions – Applying to all of Section – Machinery and Electronic Equipment Breakdown**

If you or any other person or party Covered under this Policy do not comply with these conditions We may reduce Our payment to You or refuse to pay Your claim under this Section in whole or in part.

### **Obsolete or Unavailable Components or Parts**

Where components, parts or manufacturer's specifications are obsolete or no longer available the Basis of Settlement will be the cost which would have been incurred if the components, parts or specifications had still been available.

### **Repair Procedure**

Upon notification of any Loss or Damage being given to Us You may carry out repairs or make good any minor damage but in all other cases You must give Us or Our representative an opportunity to inspect the Loss or Damage before any repairs or alterations are effected.

If no inspection is carried out by Us or on Our behalf within a period of time which is reasonable having regard to the Location of the Risk, weather conditions and/or other relevant factors You may proceed with such repairs or replacement.

### **Preservation of Damaged Parts**

In the event of any Breakdown which might give rise to a claim under this Section You must preserve the parts affected and make them available for inspection by Us or Our representative.

# Section – Glass

Section – Glass forms part of this Policy only if stated in the Schedule.

## Definitions

The following definitions apply wherever the relevant words or terms appear in this Policy for the purposes of determining the Cover that is available under this Section.

### Breakage, Broken

means a fracture extending through the entire thickness of the Glass but not any other damage or disfiguration.

### Glass

means External Glass and Internal Glass defined as:

#### External Glass

fixed glass, porcelain and perspex or plastic material used in external windows, skylights and doors and external Signs forming part of the Buildings at the Business Premises; and

#### Internal Glass

fixed glass, porcelain and perspex or plastic material used in internal windows, internal doors, partitions, counters, shelves, showcases, display cabinets, mirrors (other than hand mirrors), sinks, wash basins and sanitary ware and Signs whilst within the Buildings at the Business Premises.

### Signs

means glass, plastic or perspex material that forms part of a sign, including illuminated signs.

## What is Covered

We will Cover You for the replacement of:

- a. External Glass where External Glass is Covered under this Section; and/or
- b. Internal Glass where Internal Glass is Covered under this Section;

owned by You or for which You are legally responsible and which suffers Breakage which occurs at the Business Premises during the Period of Cover.

We will also Cover You for malicious Damage to External Glass even where there is no Breakage of External Glass.

## What is Not Covered

We will not Cover You for Breakage:

- a. caused by or arising from:
  - fire, lightning, explosion, implosion, earthquake, subterranean fire, volcanic eruption, water, wind, hail, storm, cyclone, rainwater, impact by Vehicles or animals or Aircraft or articles dropped therefrom;
- b. Flood unless optional additional benefit Flood is specifically stated in the Schedule as being Covered under this Policy under Section – Business Property;
- c. of portable or handheld glassware, crystal, crockery, porcelain or china;
- d. of Glass while in Transit
- e. of Glass while being fitted into fittings or removed from its fittings;
- f. of imperfect Glass;
- g. of Glass which is chipped, scratched or in poor condition when the Period of Cover commences; or
- h. of Glass forming part of any glasshouse, conservatory, radio, television screen or computer screen.

We will not Cover You under this Section for consequential loss of any kind other than as Covered under Section – Business Interruption.

## Basis of Settlement

We will, at Our option:

- a. replace the Broken Glass, including the cost of installation, with glass of the same type and quality as that which was Broken or, if required, to the higher minimum specifications required to comply with the current standards published by Standards Association of Australia or by any legislation in Australia; or
- b. pay the cost of replacing the Broken Glass including the cost of installation.

### External Glass

When External Glass is Covered under this Section We will also Cover You for the costs of:

- a. replacing sign writing, ornamentation, burglar alarm tapes or wiring, shatter resistant or reflective film and sun filtering film that was affixed to the Broken Glass;

- b. temporary shuttering, boarding-up or other protection reasonably necessary for the safeguarding and security of the Business Premises or Business Contents pending replacement of the Broken Glass;
- c. removing and refitting fixtures and fittings to allow access for re-glazing; and
- d. repairing or replacing damaged window frames, door frames and tiled shop fronts and frames for Signs;

which have become necessary as a result of the Breakage of the Glass.

#### **Internal Glass**

When Internal Glass is Covered under this Section We will also Cover You for the costs of repairing or replacing frames for counters, showcases, display cabinets and internal Signs that become necessary as a result of the Breakage of the Glass.

We will also pay the necessary and reasonable costs for after-hours and overtime service by repairers, express delivery and overtime charges to repair or replace Broken Glass or Signs.

## **Additional Benefits**

We will, subject to all of the provisions of this Policy, also Cover You in relation to the following additional benefits.

Our liability will be limited to the amount stated in the relevant additional benefit.

#### **Claims Preparation Costs**

We will pay the professional fees and other costs necessarily and reasonably incurred by You with Our prior written consent for the preparation of a claim under this Section.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$25,000:

#### **Provided that:**

if You are also Covered under any other Section of this Policy in respect of an additional benefit for 'Claims Preparation Costs' Our maximum liability for all additional benefits payable for 'Claims Preparation Costs' under this Policy arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

#### **Damage to Business Contents**

We will Cover You for Damage to:

Business Contents caused by Broken Glass following the Breakage of Glass where such Breakage constitutes a claim

under this Section but only when Business Contents are Covered under Section – Business Property of this Policy.

Our maximum liability under this additional benefit for the cost of such Damage during any one Period of Cover is limited to the Sum Insured for Business Contents as stated in the Schedule for Section – Business Property.

# Section – General Property

Section – General Property forms part of this Policy only if stated in the Schedule.

## What is Covered

When the Schedule states 'Cover Restricted to Fire, Theft, Collision and Other Perils... No' the Cover provided under this Section will be:

- Cover A - Standard Cover:

otherwise, the Cover provided under this Section will be:

- Cover B - Goods in Transit.

### Cover A – Standard Cover

We will Cover You for loss of or Damage to:

- a. Unspecified Business Contents; or
- b. Specified Items;

while:

- in the normal course of Transit anywhere in Australia by a Vehicle owned or operated by You; or
- away from the Business Premises anywhere in Australia;

and which occurs during the Period of Cover.

### Cover B – Goods in Transit

We will Cover You for loss of or Damage to:

- a. Unspecified Business Contents; or
- b. Specified Items;

while in the normal course of Transit anywhere in Australia by a Vehicle owned or operated by You and caused by:

- fire, lightning, explosion or malicious damage;
- theft resulting from actual visible forcible and violent entry to the locked Vehicle or to the locked portion of the Vehicle containing Your Business Contents and/or Specified Items; or
- collision or overturning of the conveying Vehicle;

and which occurs during the Period of Cover.

## What is Not Covered – Exclusions applying to all of Section – General Property

We will not Cover You for loss of or Damage to:

- a. Business Contents or Specified Items at the Business Premises;

- b. Business Contents or Specified Items whilst at any alternative premises for which Cover is provided under either of Section – Business Property or Section – Theft;
- c. Business Contents or Specified Items which are or could be Covered under any other Section of this Policy;
- d. Business Contents or Specified Items in the custody or possession of a professional carrier or a common carrier;
- e. Business Contents or Specified Items from a Vehicle which is not securely locked unless the Vehicle is situated within securely locked premises at the time the loss or Damage occurs;
- f. Equipment following Breakdown as defined and Covered or which could be Covered under Section – Machinery and Electronic Equipment Breakdown;
- g. Money;
- h. Vehicles;
- i. livestock;
- j. jewellery, watches, furs, antiques, paintings, works of art, precious metals or precious stones or articles composed of any of them; or
- k. cigarettes, tobacco, wines, spirits or other tobacco products or alcoholic beverages.

We will not Cover You under this Section for Loss or Damage caused by or arising from:

- a. theft by any of Your Employees whether acting alone or in collusion with others;
- b. faulty materials or faulty workmanship;

### Provided that:

this clause b. shall only apply to the part first and immediately affected and does not extend to subsequent Damage to other parts of the Business Property occasioned by a cause which is not otherwise excluded under this Policy;

- c. Business Property not being used by You in accordance with the manufacturer's instructions;
- d. Business Property being constructed, erected, altered, manufactured, cleaned or repaired;
- e. Business Property inventory shortage or disappearance arising from accounting or clerical errors;
- f. explosives, petroleum products or gas of any kind;
- g. delay in delivery or loss of market;

- h. collision or contact by the conveying Vehicle with roadway curbing, road humps, traffic islands and similar protuberances or uneven road surfaces; or
- i. shortage in the supply or delivery of Business Property to You.

**Wear, Tear or Inherent Defect**

We will not Cover You under this Section for loss of or Damage to Business Property caused by or arising from:

- a. vermin or moths, termites and other insects, mice, rats or birds, including eating, chewing, clawing or pecking by them;
- b. inherent defect or inherent vice;
- c. gradual deterioration, wear and tear, normal up-keeping or making good;
- d. rust, corrosion, oxidation, erosion, scale formation, dampness, mould, mildew, rotting, disease, Pollutants or industrial fallout, contamination, wet or dry rot, fading, flaws, stain, scratching or marring;
- e. change of colour or change in flavour, texture or finish;
- f. loss of weight or loss of volume; or
- g. variations in temperature, variation in humidity or variation in controlled atmosphere or evaporation:

**Provided that:**

this change to clause shall not apply to subsequent loss of or Damage to Your Business Property occasioned by any cause referred to in clauses a. to g. of this exclusion.

We will not Cover You for:

- a. any legal liability of whatsoever nature; or
- b. consequential loss of any kind other than as Covered under Section – Business Interruption.

**Basis of Settlement – Cover A – Standard Cover**

We will, at Our option:

- a. repair or replace Your lost or Damaged Business Contents or Specified Items to a condition equal to but not better or more extensive than their condition when new; or
- b. replace the Business Contents or Specified Items with a new item that has the same features or that are nearly the same as (but not less than) the Business Contents or Specified Items being replaced; or

- c. by agreement with You pay You the Indemnity Value of the Business Contents or Specified Items at the time the Loss or Damage occurred.

The amount We will pay to repair or replace the Business Contents or Specified Items will include the necessary and reasonable cost of:

- a. transport or freight within Australia by any recognised scheduled service; and
- b. charges for overtime and work on weekends and public holidays where necessarily and reasonably incurred:

**Provided that:**

- i. We shall not be required to replace exactly any insured item but only so far as circumstances reasonably permit;
- ii. the value of any salvage of any property, or parts thereof, will be deducted from any amount payable; and
- iii. where parts, components or manufacturer’s specifications are unavailable due to an insured item being obsolete or discontinued We will pay the cost which is necessary and reasonable to replace the insured item with another item of the nearest equivalent performance and/or function.

Our maximum liability for Cover A - Standard Cover for any one claim will be limited to an amount not exceeding the Sum Insured for:

- a. Unspecified Business Contents; or
- b. each item stated in the Schedule as a Specified Item.

**Basis of Settlement – Cover B – Goods in Transit**

We will pay the Indemnity Value of the lost or Damaged Business Property.

Our maximum liability for Cover B – Goods in Transit for any one claim will be limited to an amount not exceeding the amount stated in the Schedule as the Sum Insured for:

- a. Unspecified Business Contents; or
- b. each Specified Item.

## Additional Benefits

We will, subject to all of the provisions of this Policy, also Cover You in relation to the following additional benefits.

### **Claims Preparation Costs**

We will pay the professional fees and other costs necessarily and reasonably incurred by You with Our prior written consent for the preparation of a claim under this Section.

Our maximum liability under this additional benefit for any one claim will be limited to an amount not exceeding \$25,000:

### **Provided that:**

if You are also Covered under any other Section of this Policy in respect of an additional benefit for 'Claims Preparation Costs' Our maximum liability for all additional benefits payable for 'Claims Preparation Costs' under this Policy arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

# Section – Tax Audit

Section – Tax Audit forms part of this Policy only if stated in the Schedule.

## Definitions

The following definitions apply wherever the relevant words or terms appear in this Policy for the purposes of determining the Cover that is available under this Section.

### Audit

means:

- a. an official examination or inquiry undertaken by an Authority that is authorised to conduct such an examination or inquiry; or
- b. a Record Keeping Audit;

in respect of Your Return relating to Your liability to pay income tax, fringe benefits tax, capital gains tax, goods and services tax, payroll tax, superannuation payments tax, termination payments tax, wholesale tax and sales tax.

### Authority

means the Australian Taxation Office or any statutory taxation authority or agency of an Australian State or Territory.

### Professional Adviser

means:

- a. a qualified and registered accountant, tax agent or tax consultant; and
- b. any other professional adviser engaged by any person listed in clause a. above as a consultant in connection with any Audit;

but does not mean You, Your principal or Your Employee.

### Professional Fees

means the fees, costs and disbursements necessarily and reasonably incurred in respect of an Audit that would be payable by You to any Professional Adviser for work undertaken in respect of such Audit:

but does not include fees, costs, expenses or other amounts that:

- i. form part of an annual or fixed fee or cost arrangement;
- ii. are ordinarily associated with the preparation of Your Returns, accounts, taxation or financial records;
- iii. are a fine, penalty, tax or duty in nature; or
- iv. are sought under an amended notice of assessment issued by an Authority.

### Record Keeping Audit

means any inquiry or investigation by an Authority aimed at determining the extent of Your compliance with the record keeping requirements of relevant taxation legislation.

### Return

means any documentation legally required to be lodged with an Authority.

## What is Covered

We will Cover You in respect of Your liability to pay Professional Fees that You necessarily and reasonably incur with Our prior written consent in connection with an Audit of Your Business conducted by an Authority:

### Provided that:

- i. notification of the Audit is first given to You during the Period of Cover and You notify Us of the Audit during the Period of Cover; and
- ii. the Audit arose out of the normal conduct of Your Business.

## What is Not Covered

We will not Cover You for Professional Fees that arise from:

- a. an Audit or impending Audit of which You had notice prior to the Period of Cover or after the expiry of the Period of Cover;
- b. a Return lodged outside of Australia;
- c. a Return prepared for or by any natural person, partnership, corporation or other legal entity that ordinarily resides and/or operates outside of Australia;
- d. any legal proceedings or action taken against You or instituted by You;
- e. any actual or alleged reckless, dishonest, fraudulent, criminal or malicious act or omission committed by You or on Your behalf;
- f. any routine enquiries, or enquiries from an Authority that are not preliminary to or related to an Audit of Your Return;
- g. an Audit in respect of a Return that was not prepared or reviewed by a Professional Adviser prior to it being lodged with an Authority;
- h. Your appointment of a Professional Adviser or of Professional Fees You incurred after notification of an Audit to Us without Our prior approval;
- i. an Audit in respect of Your failure or delay in submitting a Return;

- j. an Audit relating to Your participation in any marketed or mass marketed tax avoidance or tax minimisation scheme or arrangement unless the scheme or arrangement has received a prior favourable product ruling from the relevant government agency;
- k. an Audit conducted specifically for the purpose of determining if any fine, penalty or prosecution action should be imposed in connection with any act or omission by You in relation to Your statutory obligation to pay tax; or
- l. work performed after completion of the Audit.

## Basis of Settlement

We will pay the amount of the Professional Fees incurred.

Our maximum liability under this Section for any one Audit and all Audits Covered in the aggregate under this Section during the Period of Cover will be limited to an amount not exceeding \$10,000 unless otherwise stated in the Schedule.

## Conditions – Applying to all of Section – Tax Audit

If You or any other person or party Covered under this Policy do not comply with these conditions We may reduce Our payment to You or refuse to pay Your claim under this Section in whole or in part.

### Appointment of and Fees for Your Professional Adviser

We shall only provide Cover for Professional Fees incurred with Our prior written consent. We reserve Our right at all times to cease paying or to recover any Professional Fees paid under this Section where there are no longer any reasonable grounds for defending an Audit or it is subsequently found You are not entitled to Cover under this Section.

At all times the Professional Adviser shall be appointed in Your name and You shall be primarily responsible for the payment of the Professional Fees incurred.

You must forward copies of invoices or accounts for any Professional Fees incurred with Our prior written consent to Us. We may at Our discretion refer these costs to a relevant authority or expert to be taxed, assessed or audited.

### Access to Your Professional Adviser

We will be entitled to have direct access to Your Professional Adviser at all times and You must cooperate fully with Us and keep Us fully informed of all material developments regarding the Audit.

We will be entitled to request You to instruct Your Professional Adviser to provide directly to Us such documents, information and advice that We may reasonably require to determine what, if any, obligation We have to Cover You under this Section.

You must not unreasonably refuse to accept the advice of Your Professional Adviser in respect of making or accepting an offer to settle or discontinue the Audit.

### Your Cooperation

You must use due diligence and take all reasonably practicable steps to avoid or diminish Our liability under this Section and give all assistance to Your Professional Adviser and to Us as may reasonably be required to enable Your Professional Adviser to advise You and to enable Us to determine Our liability under this Section.

# Section – Public and Products Liability

Section – Public and Products Liability forms part of this Policy only if stated in the Schedule.

## Definitions

The following definitions apply wherever the relevant words or terms appear in this Policy for the purposes of determining the Cover that is available under this Section.

### Advertising Liability

means any:

- a. libel, slander or defamation;
- b. infringement of copyright, passing off of a title or slogan;
- c. piracy or misappropriation of advertising ideas or style of doing business; or
- d. invasion of privacy;

arising from any advertisement in the course of advertising activities for Your Business.

### Business

means all the activities involved in Your business stated in the Schedule and conducted by You including:

- a. canteen, social club, social sports, welfare, child care, first aid or medical care, fire and emergency services provided for the benefit of Your Employees; or
- b. private work undertaken by Your Employees for any of Your directors or senior executives.

### Claim

means:

- a. a writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counter-claim or third party or similar party notice served on You seeking compensatory damages and costs; or
- b. a written or verbal demand for compensatory damages and costs made by a third party against You.

### Good Samaritan Acts

means the rendering of or failure to render first aid and assistance in an emergency situation or accident to stabilise an injured person or to prepare the injured person for transfer to a medical facility or other place and where You are in attendance as a bystander or passer-by and where there is no expectation of payment or other reward for the rendering of that first aid or assistance.

### Incidental Contract

means:

- a. any written rental agreement, lease or licence of real property not requiring an obligation to insure such property or to be liable at law regardless of fault; or
- b. any written contract with any entity responsible for the supply of electricity, fuel, gas, water, sewerage, waste removal services or telecommunications other than those contracts in connection with work done for such entities by You.

### Occurrence

means an event or series of events which results in Bodily Injury, Property Damage or Advertising Liability neither expected nor intended by You:

#### Provided that:

- i. all Bodily Injury or Property Damage attributable to continuous or repeated exposure to substantially the same general conditions will be deemed to be one Occurrence; and
- ii. all Advertising Liability arising out of the same injurious material or act regardless of the repetition thereof or the number and kind of media used and/or the number of claimants shall be deemed to be one Occurrence.

### Products Liability

means Your legal liability to pay compensation as Covered under this Policy which arises out of or is connected with Your Products:

but does not include Public Liability or Advertising Liability.

### Property Damage

means:

- a. physical damage to or loss of or destruction of real or tangible property including any resulting loss of use of that property; or
- b. loss of use of real or tangible property which has not been physically damaged, lost or destroyed provided such loss of use is caused by an Occurrence:

but does not include damage to or destruction of or loss of use of Electronic Data.

In the event of a Claim arising from latent damage or from the exposure of tangible property to gradual deterioration and eventual damage, such Property Damage shall be deemed to have occurred on the day such deterioration or damage was first discovered.

### **Public Liability**

means Your legal liability to pay compensation as Covered under this Policy including Advertising Liability which arises out of or is connected with Your Business:

but does not include Products Liability.

### **Territorial Limits**

means anywhere in the world excluding the United States of America or Canada unless otherwise stated in the Schedule and subject to exclusion 'Jurisdiction and Territorial Limits':

but does not mean those countries, states or territories which require insurance to be provided by an insurer or organisation licensed in that country, state or territory to provide insurance.

### **Tool of Trade**

means any Vehicle which has any tool or plant forming part of or attached to the Vehicle or used in connection with any Vehicle while such tool or plant is in operation for the purpose of the Business.

### **You, Your, Insured**

means:

- a. the person stated in the Schedule as the Insured; and/or
- b. the legal entity stated in the Schedule as the Insured including all of its:
  - current or former partners, principals, directors, officers and Employees or volunteers whilst such persons are acting on Your behalf;
  - prior corporate entities through which it has previously traded;
  - Subsidiary Companies which were in existence at the commencement of the Period of Cover; and
  - any principal in respect of that principal's vicarious liability for the acts of any person or entity stated in the Schedule as the Insured in the performance by them of work for that principal under contract but only to the extent of the Cover and Limit of Liability provided under this Policy.

### **Your Products**

means any goods sold, supplied, delivered or distributed by You in the normal course of Your Business after they have ceased to be in Your possession or legal control:

but does not include goods manufactured or wholesaled by You.

## **What is Covered**

### **Public Liability**

We will Cover You for any Claim in respect of Your legal liability to pay compensation for:

- a. Bodily Injury;
- b. Property Damage; or
- c. Advertising Liability;

happening during the Period of Cover and caused by an Occurrence within the Territorial Limits in connection with Your Business:

but excluding Products Liability.

### **Products Liability**

We will Cover You for any Claim in respect of Your legal liability to pay compensation for:

- a. Bodily Injury;
- b. Property Damage; or
- c. Advertising Liability;

happening during the Period of Cover and caused by an Occurrence within the Territorial Limits in connection with Your Products:

but excluding Public Liability.

### **Defence Costs**

Where We agree to provide Cover to You for a Claim under this Section We will also pay in addition to the Limit of Liability the following amounts in respect of that Claim:

- a. all Defence Costs;
- b. legal costs awarded against You and any interest accruing after entry of legal judgment but before We have paid or deposited into court that part of any legal judgment which does not exceed the Limit of Liability;
- c. all reasonable expenses necessarily incurred by You for rendering first aid to others at the time of Bodily Injury:

but excluding medical expenses We are prohibited by law from paying;
- d. all reasonable expenses necessarily incurred by You for the temporary repairs, shoring up or protection of property of others that has been damaged as a result of an Occurrence; and

- e. all reasonable Defence Costs incurred by You for Your representation in any coroner's court or court of summary jurisdiction.

### **Limit of Liability**

#### **Public Liability**

Our maximum liability under Public Liability in respect of any one Claim shall not exceed the Limit of Liability amount stated in the Schedule for Public Liability.

The Limit of Liability amount for Public Liability is exclusive of Defence Costs payable under this Section:

#### **Provided that:**

- i. We will not be liable to defend or to continue to defend any Claim or pay or continue to pay any Defence Costs associated with such defence once the Limit of Liability amount has been exhausted;
- ii. if a payment exceeding the Limit of Liability for Public Liability has to be made to settle or dispose of a Claim Our liability to pay any amounts under Defence Costs will be limited to that proportion of the total of those Defence Costs amounts as the Limit of Liability bears to the total amount paid to dispose of the Claim; and
- iii. the Limit of Liability amount for Public Liability will not be reduced by the Excess amount payable by You.

#### **Products Liability**

Our maximum liability under Products Liability in respect of any one Claim involving Your Products shall not exceed the Limit of Liability amount stated in the Schedule for Products Liability.

Our maximum liability for all Claims in the aggregate under this Section during the Period of Cover involving Your Products will be limited to an amount not exceeding the Limit of Liability amount for Limit of Liability in the Aggregate any one Period of Cover.

The Limit of Liability amount for Products Liability is exclusive of Defence Costs payable under this Section:

#### **Provided that:**

- i. We will not be liable to defend or to continue to defend any Claim or pay or continue to pay any Defence Costs associated with such defence once the Limit of Liability amount has been exhausted;
- ii. If a payment exceeding the Limit of Liability for Products Liability has to be made to settle or dispose of a Claim Our liability to pay any amounts under Defence Costs will be limited to that proportion of the total of those Defence Costs

amounts as the Limit of Liability bears to the total amount paid to dispose of the Claim; and

- iii. the Limit of Liability amount for Products Liability will not be reduced by the Excess amount payable by You.

## **What is Not Covered – Exclusions applying to all of Section – Public and Products Liability**

We will not Cover You under this Section for any Claim or Defence Costs or other cost or expense of whatsoever nature for, directly or indirectly arising out of or in any way connected with:

### **Advertising Liability**

Advertising Liability arising from:

- a. statements made by You or at Your direction with knowledge that such statements are incorrect, false, misleading or deceptive;
- b. breach of contract other than inadvertent misappropriation of advertising ideas;
- c. infringement of a trademark, service mark or trade name on any of Your Products, goods or services sold, offered for sale or advertised:  
  
but does not include infringement of titles or slogans;
- d. a failure of Your Products or services to conform with advertised performance, quality, fitness or durability;
- e. any incorrect description of the price of Your Products, goods or services;
- f. Your advertising, publishing, broadcasting or telecasting activities where Your Business is that of advertising, publishing, broadcasting or telecasting; or
- g. acts committed or alleged to have been committed prior to the Period of Cover.

### **Asbestos**

the existence or presence of asbestos in whatever form or quantity.

### **Contract Works**

any alteration, renovation or addition work to or of any buildings or structure by You or on Your behalf where the total contract price or estimated commercial value of such works exceeds \$500,000.

### **Contractual Liability**

liability assumed:

- a. under any contract, warranty, guarantee, indemnity or agreement unless such liability would have attached to You regardless of the existence of the contract, warranty, guarantee, indemnity or agreement; and/or
- b. which is outside the normal conduct of Your Business:

#### **Provided that:**

this exclusion will not apply when such liability:

- i. is assumed under any statutory guarantee of fitness or quality regarding Your Products as required by any legislation in Australia in respect of product safety;
- ii. has been specifically agreed to by Us and stated in the Schedule; or
- iii. in respect of Public Liability Cover only, is assumed under any Incidental Contract.

### **Defamation, Libel, Slander**

the publication or utterance of a libellous, slanderous or defamatory remark:

- a. made prior to the Period of Cover;
- b. made by You or at Your direction and/or with knowledge of its falsity; or
- c. related to advertising, broadcasting, publishing, telecasting activities or on-line social media activities conducted by You or on Your behalf.

### **Employer's Liability**

- a. Bodily Injury to any Employee arising out of or sustained in the course of their employment with You;
- b. Bodily Injury to any individual who is deemed to be Your Employee pursuant to any workers' compensation legislation or similar law or who is deemed to be Your Employee at common law;
- c. Bodily Injury to an Employee for which You are indemnified or entitled to be indemnified under any policy of insurance or self-insurance licence arrangement required to be taken out pursuant to any workers' compensation legislation or accident compensation legislation, whether or not You are a party to such policy;
- d. liability imposed by the provisions of any workers' compensation legislation; or

- e. liability imposed by the provisions of any industrial award, agreement or determination.

### **Employment Practices Liability**

any wrongful or unfair dismissal, discrimination, harassment of any kind, misleading or deceptive representation, mis-statement, denial of natural justice, defamation, demotion or failure to promote or hire, relating to or in respect of:

- a. the employment; or
  - b. the prospective employment;
- of any person by You.

### **Error in Design**

an error or omission in design, plan or specifications or failure of design in Your Products.

### **Faulty Workmanship**

the cost of performing, re-performing, correcting, improving, rectifying or completing any work undertaken by You or on Your behalf.

### **Loss of Use**

loss of use of real or tangible property that has not been physically damaged, destroyed or lost as a result of:

- a. 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 warranted or represented by You:

#### **Provided that:**

clause b. of this exclusion will not apply to loss of use of other real or tangible property not being Your Products resulting from sudden and accidental physical loss, destruction of or damage to any of Your Products after Your Products have been put to use by any person or organisation other than You.

### **Manufacturing Activities**

any Bodily Injury, Property Damage or Advertising Liability directly or indirectly related to any of Your Products or goods manufactured or wholesaled by You.

### **Molestation**

any alleged or actual assault, abuse, molestation, harassment, interference or discrimination, whether sexual or otherwise, committed, assisted or condoned by You or anyone acting on Your behalf;

### **Pollution and/or Contamination**

- a. the actual or threatened discharge, dispersal, release, seepage, migration or escape of any Pollutant or harmful substance into or upon any property, land, watercourse, body of water or the atmosphere;
- b. costs and expenses incurred in the prevention, removal, nullifying or clean-up of contamination or pollution or harmful substance caused by Pollutants into or upon any property, land, watercourse, body of water or the atmosphere; or
- c. the actual or threatened discharge, dispersal, release, seepage, migration or escape of any contamination, Pollutant or harmful substance occurring in the United States of America, Canada or any other territory coming within or subject to the jurisdiction of the courts of the United States of America or Canada:

#### **Provided that:**

- i. clauses a. and b. above shall not apply where the discharge, dispersal, release or escape of any contamination, pollution or harmful substance was sudden, identifiable, unexpected and unintended and took place in its entirety at a specific time and place; and
- ii. in such circumstances Our total aggregate liability for any one Claim and all Claims Covered under this Section in connection with Pollutants or harmful substances shall not exceed the Limit of Liability amount stated in the Schedule for Public Liability or the Limit of Liability amount stated in the Schedule for Products Liability. We will not Cover You for more than one Limit of Liability for all such Claims.

### **Product Defect**

damage to Your Products if the damage arises from:

- a. any defect contained within Your Products;
- b. Your Products' harmful nature or unsuitability for intended purpose; or
- c. Your Products' inherent ineffectiveness:

#### **Provided that:**

this exclusion shall not apply to any resultant damage to third party goods caused by Your Products that are found to be defective, harmful, unsuitable or ineffective.

### **Product Recall**

any recall, including but not limited to the withdrawal, inspection, repair, replacement, adjustment, removal, disposal or loss of use of:

- a. any goods or products manufactured, sold, supplied or distributed by You; or
- b. any of Your Products or any other property of which Your Products form a part if Your Products are recalled or withdrawn from the market or from use because of any known or suspected defect or deficiency in Your Products.

### **Professional Liability**

the rendering of or failure to render professional advice or services or any act, error, omission or conduct connected with such professional advice or service by You:

#### **Provided that:**

this exclusion will not apply in respect of Bodily Injury or Property Damage arising from the rendering or failure to render:

- i. professional advice or service given without charge by You in the conduct of Your Business; or
- ii. Good Samaritan Acts in the course of Your Business.

### **Property in Care, Custody or Control**

any damage to property owned by, leased or rented to You or property in Your physical or legal control:

#### **Provided that:**

this exclusion will not apply to:

- i. premises leased or rented by You for the carrying on of Your Business;
- ii. premises not owned, leased or rented by You but temporarily occupied by You for the purpose of carrying out work in connection with Your Business;
- iii. property temporarily in Your possession for the purpose of being worked upon however We will not Cover You for damage to that part of any property upon which You are or have been working if the damage arises solely out of such work;
- iv. property belonging to Your directors, partners, proprietors, Employees or visitors;
- v. any Vehicle, or the contents thereof, not belonging to You, leased or hired by You or on loan or rented to You or used by You or on Your behalf or in Your custody or control while within a car park owned or operated by You for the purpose of parking:

but excluding:

any Vehicle or its contents in any part of a car park owned or operated by You or Your Business for fee or reward; or

- vi. any other property, being property not described in clauses i. to v. above, not owned, leased or rented by You but in Your temporary physical or legal control.

Our total liability payable for any one Claim and in the aggregate for all Claims during any one Period of Cover in respect of the Cover provided under clause vi. above will not exceed the amount stated in the Schedule for Care, Custody or Control.

#### **Vehicle**

Your ownership, possession, or use by You of any Vehicle:

- a. which is registered or required to be registered under any legislation; and
- b. for which compulsory liability insurance or statutory indemnity is required by law whether or not such insurance has been effected or a statutory indemnity provided:

#### **Provided that:**

this exclusion will not apply to:

- i. Bodily Injury:
  - directly or indirectly arising out of or in any way connected with a Vehicle which does not require to be registered and have compulsory third party insurance or similar statutory indemnity under any legislation;
  - directly or indirectly arising out of or in any way connected with a Vehicle which is registered under legislation and by legislation is not required to have compulsory third party insurance or similar statutory indemnity and does not have compulsory third party insurance or similar statutory indemnity; or
  - where the compulsory liability insurance or statutory indemnity does not provide indemnity and the reason why that indemnity is not provided does not involve a breach by You of legislation relating to Vehicles;
- ii. liability caused by or arising out of the delivery or collection of goods to or from any Vehicle or during the loading and unloading of goods to or from any Vehicle; or
- iii. Property Damage to any Vehicle, or the contents thereof, not belonging to You, leased or hired by You or on loan or rented to You or used by You or on Your behalf or in Your custody or control while within a car park owned or operated by You for the purpose of parking:

but excluding:

any Vehicle or its contents in any part of a car park owned or operated by You or Your Business for fee or reward; or

- iv. Bodily Injury or Property Damage caused by or arising out of the use of any Vehicle including any tool or plant forming part of or attached to or used in connection with such Vehicle whilst being operated by You or on Your behalf as a Tool of Trade.

#### **Vibration, Weakening of Support**

Property Damage resulting from:

- a. vibration; or
- b. removal or weakening of, or interference with, support to land, buildings or any other property.

### **Additional Benefits**

We will, subject to all of the provisions of this Policy, also Cover You in relation to the following additional benefits.

Our liability will be limited to the amount stated in the relevant additional benefit or, if no amount is stated, the Limit of Liability amount stated in the Schedule.

#### **Claims Preparation Costs**

When We agree to Cover You for a Claim under this Section We will also Cover You for Your necessary and reasonable out-of-pocket expenses, not including Defence Costs, incurred by You at Our request in the preparation of Your defence to such Claim:

#### **Provided that:**

We will not reimburse You for any loss of earnings, salary or other lost remuneration or associated expenses.

Our maximum liability under this additional benefit for any one Claim during the Period of Cover and for all Claims in the aggregate during the Period of Cover will be limited to an amount not exceeding \$25,000 unless otherwise stated in the Schedule:

#### **Provided further that:**

if You are also Covered under any other Section of this Policy in respect of an additional benefit for 'Claims Preparation Costs' Our maximum liability for all additional benefits payable for 'Claims Preparation Costs' under this Policy arising from the one event or cause shall not be cumulative and shall be limited to the highest single monetary limit for this additional benefit under the relevant Sections.

No Excess will apply to this additional benefit unless otherwise stated in the Schedule.

### **Conferences, Training, Teaching**

We will Cover You for any Claim in respect of Your legal liability to pay compensation for Bodily Injury, Property Damage or Advertising Liability happening during the Period of Cover and caused by an Occurrence within the Territorial Limits in connection with Your attendance at any professional conference, training or teaching facility during the course of Your Business.

### **Cross Liabilities**

Where more than one legal entity or natural person comprises You under this Section each entity or natural person will be considered as separate and distinct from each other and the word 'You' will apply to each entity and each natural person as if a separate Policy had been issued to each entity or natural person:

#### **Provided that:**

nothing in this clause will increase Our Limit of Liability in respect of any one Claim or for all Claims in the aggregate made during the Period of Cover.

### **Good Samaritan Acts**

We will Cover Your legal liability in respect of any Claim as a result of Good Samaritan Acts happening during the Period of Cover in connection with Your Business.

### **Joint Venture Liability**

We will Cover You for Your legal liability in respect of any Claim for Bodily Injury, Property Damage or Advertising Liability happening during the Period of Cover and caused by an Occurrence within the Territorial Limits in connection with Your participation in any joint venture during the course of Your Business:

#### **Provided that:**

We will not Cover any of the other joint venture parties.

### **Vicarious Liability for Tenants and Agents**

We will Cover You for Your legal liability in respect of any Claim for Bodily Injury or Property Damage happening during the Period of Cover which arises from Your vicarious liability for the conduct of Your tenants or agents and caused by an Occurrence within the Territorial Limits in connection with Your Business.

# Section – Workplace Health & Safety Law Breaches Legal Costs

Section – Workplace Health and Safety Law Breaches Legal Costs forms part of this Policy only if stated in the Schedule.

## Definitions

The following definitions apply wherever the relevant words or terms appear in this Policy for the purposes of determining the Cover that is available under this Section.

### Authorised Representative

means a solicitor, barrister, assessor, personal investigator or other person appointed to act on Your behalf and approved by Us.

### Bodily Injury

means bodily injury, death, sickness, disease, shock, fright, mental anguish or mental injury.

### Occurrence

means an event or series of events which results in Bodily Injury or Property Damage neither expected nor intended by You:

### Provided that:

all Bodily Injury or Property Damage attributable to continuous or repeated exposure to substantially the same general conditions will be deemed to be one Occurrence.

### Property Damage

means:

- a. physical damage to or loss of or destruction of real or tangible property including any resulting loss of use of that property; or
- b. loss of use of real or tangible property which has not been physically damaged, lost or destroyed provided such loss of use is caused by an Occurrence:

but does not include damage to or destruction of or loss of use of Electronic Data.

## What is Covered

We will Cover You for Your legal fees, costs and expenses necessarily and reasonably incurred by You in legal appeal proceedings against:

- a. the imposition of a fine;
- b. a prohibition notice; or
- c. a determination by any court or tribunal;

arising from an actual breach of any workplace health and safety legislation in Australia which results from an Occurrence

happening during the Period of Cover in connection with Your Business.

## What is Not Covered

We will not Cover You for:

- a. legal costs and expenses for appeals relating to or in respect of:
  - proceedings where We consider there are no reasonable prospects of the appeal being successful or for You defending any proceedings against the advice from that advised or recommended by Your Authorised Representative; or
  - proceedings, other than legal appeal proceedings Covered under this Section, brought by You or on Your behalf;
- b. fines, prohibition notices or proceedings relating to or in respect of:
  - any matter for which compulsory insurance or statutory indemnity is required by law whether or not such insurance has been effected or a statutory indemnity provided;
  - any matter which is Covered or could be Covered under any other Section of this Policy whether or not Cover for those Sections are stated in the Schedule; or
- c. fines, prohibition notices or proceedings relating to or in respect of the existence or presence of asbestos in whatever form or quantity.

We will not pay for any fees, costs or expenses:

- a. for any solicitor, barrister, assessor, personal investigator or other person appointed to act on Your behalf or any witness without obtaining Our prior written consent to the appointment of any such person or the incurring of any such fees, costs or expenses;
- b. of any other person or entity that are awarded against You or which You agree to pay;
- c. if the order was made due to Your:
  - not defending the proceedings brought against You in the first instance;
  - withdrawing from defending the proceedings brought against You;
  - abandonment of the proceedings brought against You;
- d. for more than one appeal against any one fine, prohibition notice or determination in any one Period of Cover; or

- e. for proceedings seeking to file an appeal out of time and/or seeking an extension to file an appeal after the applicable period of time for filing the appeal has expired.

## Basis of Settlement

We will pay the legal fees, costs and expenses necessarily and reasonable incurred by You with Our prior consent.

Our maximum liability for any one claim under this Section will be limited to an amount not exceeding the Sum Insured stated in the Schedule for Workplace Health and Safety Law Breaches Legal Costs.

## Conditions – Applying to all of Section – Workplace Health and Safety Law Breaches Legal Costs

If You or any other person or party Covered under this Policy do not comply with these conditions We may reduce Our payment to You or refuse to pay Your claim under this Section in whole or in part.

You must:

- a. advise Us of Your intention to appeal any proceedings. This advice must be provided to Us at least seven (7) days before the time for making an appeal expires;
- b. provide Us with all information in respect of the matter being appealed; and
- c. obtain Our written consent before You incur any legal fees, costs and expenses.

### Access to Your Authorised Representative

In respect of the Cover under this Section We will be entitled to have direct access to Your Authorised Representative at all times and You must cooperate fully with Us and keep Us fully informed of all material developments regarding the proceedings.

We will be entitled to request You to instruct Your Authorised Representative to provide directly to Us such documents, information and advice that We may reasonably require to determine what, if any, obligation We have to Cover You under this Section.

You must not unreasonably refuse to accept the advice of Your Authorised Representative in respect of making or accepting an offer to settle or discontinue the proceedings.

## Appointment of and Fees for Your Authorised Representative

### Appointment and/or Termination

We will, at Our sole discretion, decide if We:

- a. agree to You appointing Your own legal representative or other person as the Authorised Representative; or
- b. appoint an Authorised Representative to act on Your behalf.

At all times the Authorised Representative:

- a. whether appointed by You with Our prior consent or by Us, will act on Your behalf;
- b. shall be appointed in Your name and You shall be primarily responsible for the payment of all fees, costs and expenses incurred.

We reserve Our right at all times to:

- a. refuse to use the legal representative or any other person You propose to act as the Authorised Representative without providing any reason;
- b. instruct You to terminate the services of the Authorised Representative if We consider it is in Your interest to do so; or
- c. cease paying or to recover any fees, costs or expenses paid where there are no longer any reasonable grounds for You to refuse to accept the findings of Your Authorised Representative or it is subsequently found You are not entitled to Cover under this Section.

### Fees, Costs and Expenses

In respect of the Cover under this Section We shall only provide Cover for fees, costs and expenses incurred with Our prior written consent.

You must forward copies of invoices or accounts for any fees, costs and expenses incurred with Our prior written consent to Us. We may at Our discretion refer these costs to a relevant authority or expert to be taxed, assessed or audited.

## Claims Conditions – Applying to all of Section – Workplace Health and Safety Law Breaches Legal Costs

If You or any other person or party Covered under this Policy do not comply with these conditions We may reduce Our payment to You or refuse to pay Your claim under this Section in whole or in part.

You must provide to the Authorised Representative all required information known to You and/or materials available to You and all assistance they may reasonably require.

You must inform Us of any offer to settle an appeal. We may cease paying Your fees, costs and expenses if You unreasonably do not agree to the settlement of the proceedings.

Where We or the Authorised Representative recommends settlement of an appeal and You do not agree with the proposed settlement but wish the matter to remain contested Our liability shall not exceed the amount for which the appeal could have been settled if the matter had not been contested. Any fees, costs and expenses shall be limited to those incurred up to the date the appeal could have been settled.











## We're here to help

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### **Who is the Insurer?**

This policy is underwritten by Guild Insurance Limited ABN 55 004 538 863 and AFS Licence No. 233791 trading as Acerta.

Effective date: 11th July 2016