



**BLUE
ZEBRA**
INSURANCE

BUSINESS INSURANCE
PRODUCT DISCLOSURE STATEMENT (PDS)

Effective Date: 1 September 2020

TABLE OF CONTENTS

INTRODUCTION	3
IMPORTANT INFORMATION	3
BUSINESS LIABILITY	7
PROPERTY PROTECTION	16
BUSINESS INTERRUPTION	30
CRIME	37
PORTABLE PROPERTY.	45
EQUIPMENT BREAKDOWN	46
GENERAL TERMS AND CONDITIONS	54
GENERAL EXCLUSIONS	57
GENERAL DEFINITIONS	59



INTRODUCTION

About this Product Disclosure Statement (PDS)

This Product Disclosure Statement contains the Business Pack Policy terms and conditions. **You** should read it carefully before making a decision to purchase this product.

This PDS will help **you** to:

- Decide whether this product will meet **your** needs; and
- Compare this product with other products **you** may be considering

The information contained in this PDS is general information only. It is important **you** read **your** policy to ensure **you** have the cover **you** need.

Any terms in this document that are in **bold** are words that have a particular defined meaning. **You** should refer to the 'General Definitions' section of this document and the relevant **cover sections** to obtain the full meaning of such terms.

Headings have been included for ease of reference, but do not form part of the policy.

This PDS was prepared on 1st September 2020.

Important Information if you are insuring a home building

In terms of the Corporations Act 2001 (Cth) **we** are required to provide a PDS if **you** are insuring a home building under the Property Protection section or Crime section of this policy.

A home building means a building that is used or intended to be used primarily as a place of residence and includes a home building that is a commercial premise in which **you** may also live or of which **you** rent a part of the building for residential use. Note that if **you** only use the building for residential purposes, it cannot be insured under this policy. In addition, **you** can only insure a home building under this policy if **you** are the owner of the property.

Note that since the purpose of this policy is to cover certain business related exposures, in the event that **you** are insuring a home building under the sections mentioned above, the cover provided under those sections differs from the prescribed policy for domestic home buildings and contents insurance contained in the Insurance Contracts Regulations.

Updating this PDS

Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, a paper copy of the updated information will be available free of charge upon request, by contacting **your** intermediary or by contacting **us** using **our** contact details on the back page of this PDS.

Please note that **we** may also choose to issue a new or supplementary PDS in other circumstances.

IMPORTANT INFORMATION

About Blue Zebra

Blue Zebra Insurance Pty Ltd (BZI, **we, us** or **our**) ABN 12 622 465 838, Australian Financial Services (AFS) Licence Number 504130, is an insurance underwriting agency and holds an AFS Licence to issue and provide general advice on general insurance products.

BZI issues and administers the policy. BZI acts under a binding authority for the **insurer** and not **you**.

About Youi

The **insurer** is Youi Pty Ltd (YOUI), ABN 79 123 074 733, AFS Licence Number 316 511.

Youi Pty Ltd is an Australian registered company and is a wholly owned subsidiary of Youi Holdings Pty Ltd, a subsidiary of OUTsurance Insurance Holdings Pty Limited part of the Rand Merchant Insurance Holdings (RMIH) Group.

Youi is a registered general insurance company and is regulated by the Australian Prudential Regulation Authority (APRA) and Australian Securities and Investments Commission (ASIC), a member of Insurance Council of Australia (ICA) and a signatory to the General Insurance Code of Practice.

Youi's contact details are:

Phone: 13 YOUI (9684)
+61 7 3719 4800

Email: info@youi.com.au

Mail: PO Box 849, Buddina, QLD 4575

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;
- is common knowledge;
- **we** know or should know as an **insurer**; or
- **we** waive **your** duty to tell **us** about.

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 you do not tell us something

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

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

How to apply for this policy

Throughout this document when **we** are referring to **your** insurance broker or adviser, **we** simply refer to them as **your** intermediary.

If **you** are interested in buying this product or have any inquiries about it, **you** should contact **your** intermediary who should be able to provide **you** with all the information and assistance **you** require.

If **you** are not satisfied with the information provided by **your** intermediary, **you** can contact **us** at the address or telephone number shown on the back cover of this document. However, **we** are only able to provide factual information or general advice about the product. **We** do not give advice on whether the product is appropriate for **your** personal objectives, needs or financial situation. Therefore, **you** should carefully read this document before deciding whether to purchase this product or not.

Our contract with you

Your policy is a contract of insurance between **you** and BZI and contains all the details of the cover that **we** provide.

Your policy is made up of:

- This PDS, which incorporates the policy wording beginning with the Business Liability section on [page 7](#), tells **you** what is covered, sets out the claims procedures, exclusions and other terms and conditions of cover;
- **Your policy schedule** issued by **us** for the relevant **period of insurance**. The **policy schedule** is a separate document unique to **you**, which shows the insurance details relevant to **you**. It includes any changes, exclusions, terms and conditions made to suit **your** individual circumstances and may amend the policy; and
- Any other written change otherwise advised by **us** in writing (such as an **endorsement** or a supplementary policy wording). These written changes vary or modify the above documents.

This document is also the PDS for any offer of renewal **we** may make, unless **we** tell **you** otherwise. Please keep **your** policy documents in a safe place.

We reserve the right to change the terms of this product where permitted to do so by law.

If there is more than one insured on the policy, then anything which any of the insureds says, does or omits to advise to **us**, applies to and affects the rights of all of the insureds.

Cooling-off Period

After **you** apply for (or renew) a BZI product and **you** have received the PDS, **you** have thirty (30) days to check that the policy meets **your** needs. Within this period **you** may cancel the policy and receive a full refund of any **premiums** paid (less any non-refundable government charges, taxes and levies that **we** have paid and are not recoverable), unless:

- **you** have made a claim or become entitled to make a claim under

your policy; or

- **you** have exercised any right or power **you** have in respect of **your** policy or the policy has ended.

Your request will need to be in writing and forwarded to **us** via **your** intermediary or to the address shown on the back cover of this document.

Cancellation

You may cancel **your** policy at any time after the cooling-off period. **We** will refund to **you** a proportion of the **premium** for the unexpired **period of insurance** (less any non-refundable government charges, taxes and levies that **we** have paid and are not recoverable), provided that the cancellation does not fall during the period of time referred to in the 'Cooling-off Period' section.

Any agency fee that has been added to the **premium** will only be refunded if the policy is cancelled within the cooling-off period or where the cancellation is effective from the start of the **period of insurance**.

We may cancel this policy by notice in writing for any reason available to **us** at law. **We** will refund to **you** a proportion of the **premium** for the unexpired **period of insurance** (less any non-refundable government charges, taxes and levies that **we** have paid and are not recoverable).

About making a claim

How to make a claim

If **you** need to make a claim under this policy, please contact **your** intermediary to assist **you** in lodging the claim with **us**.

Alternatively, if it is an emergency outside business hours or **you** would like to lodge the claim with **us** directly, please use one of the following methods to do so:

- phone **us** on 1300 253 692 (toll free) or +61 2 9301 8018 (if dialling from overseas); or
- register **your** claim online at www.bzi.com.au/newclaim and **our** claims staff will contact **you**.

What you must do

As soon as **you** are aware of any circumstances that are likely to result in a claim that would be covered under this policy, **you** must:

- take any reasonable steps to reduce the damage and avoid any further loss;
- inform the police immediately if property is lost, stolen or subject to **malicious damage** or vandalism; and/or
- keep any damaged property for which **you** intend to make a claim (so that **we** may inspect it).

What you must not do

If **you** believe that **you** are likely to make a claim that would be covered under this policy, **you** must not:

- carry out any repairs without **our** authority, except in the case of an emergency where **you** are required to prevent further loss

or damage to **your buildings** and/or **contents** as a result of that emergency, in which case **we** give **you** the authority to arrange reasonable emergency repairs on **our** behalf;

- admit responsibility for any loss, damage or destruction, if another person's property is involved;
- make any false statements in connection with **your** policy or any claim **you** make;
- negotiate a reduced settlement with another person for damage they have caused.

If **you** do not follow these steps, **we** can reduce any claim by an amount that fairly represents the extent to which **our** interests have been prejudiced.

Excesses

For each of the available covers, an **excess** may apply. An **excess** is not an additional fee charged by **us** at the time of making a claim. Rather, it is the uninsured first portion of a loss for which **you** are otherwise covered, i.e. the amount that **you** must contribute towards each claim.

Details of the **excess** amounts and circumstances in which they will be applied are set out in the definition of **Excess** and the relevant section of this PDS that outlines the cover **we** provide.

The amount of any **excess you** will be required to pay will appear on **your policy schedule**.

Goods and Services Tax

Where **you** are registered as a **business** and have an Australian Business Number, **you** must advise **us** of **your** correct input tax credit percentage each time that **you** make a claim under this policy.

We will not indemnify **you** for any GST liability, fines or penalties that arise from or are attributable to **your** failure to notify **us** of **your** entitlement (or correct entitlement) to an input tax credit on the **premium**.

In the event of a claim, if **you** are not registered for GST, **we** will reimburse **you** the GST component, in addition to the amount **we** pay **you**. If **you** are registered for GST the amount that **we** are liable to pay under this policy will be reduced by the amount of any input tax credit that **you** are or may be entitled to claim for the supply of goods or services covered by that payment.

If **you** are liable to pay an **excess** under this policy, the amount payable will be calculated after deduction of any input tax credit that **you** are or may be entitled to claim on payment of the **excess**.

If **you** are unsure about the taxation implications of this policy, **you** should seek advice from **your** accountant or tax professional.

Privacy

BZI is bound by the Privacy Act 1988 (Cth).

How we collect your details

We collect personal or sensitive information, about **you** ('**your details**') directly from **you** or **your** intermediary. **We** may also collect it from other third parties such as **our** agents and service providers, other insurers and insurance reference bureaus, people who are involved in a claim or assist **us** in investigating or processing claims, including third parties claiming under **your** policy, witnesses and medical practitioners, third parties who may be arranging insurance cover for a group that **you** are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

Before giving **us** personal information about another person, please make them aware of this privacy notice or refer that person to **our** Privacy Policy which is referred to below.

Why we collect, use and disclose your details

We collect, disclose and handle information, and in some cases personal or sensitive information, about **you** ('**your details**') to assess applications, administer policies, contact **you**, enhance **our** products and services and manage claims ('**purposes**'). If **you** do not provide **your** information, **we** may not be able to provide **you** with **our** services or do those things listed above. By providing **us**, **our** representatives or **your** intermediary with **your details**, **you** consent to **us** using, disclosing to third parties and collecting from third parties **your** details for the **purposes**.

Laws authorising or requiring **us** to collect information include the Insurance Contracts Act 1984, Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Corporations Act 2001, Autonomous Sanctions Act 2011, A New Tax System (Goods and Services Tax) Act 1999 and other financial services, crime prevention, trade sanctions and tax laws.

Who we may disclose your details to (including overseas disclosure)

We may disclose **your details** for the **purposes** noted above to relevant third parties including **your** intermediary, affiliates of BZI, Youi, other insurers and reinsurers, **our** service providers, **our** business partners, health practitioners, **your** employer, parties affected by claims, people investigating or assisting **us** in claims, government bodies, regulators, law enforcement bodies and as required by law, within **Australia** and overseas.

BZI's Privacy Policy, available at www.bzi.com.au, provides further information and lists service providers, business partners and countries in which recipients of **your** details are likely to be located. It also sets out how **we** handle complaints and how **you** can access or correct **your** details or make a complaint.

Dispute Resolution

If **you** have a complaint about an insurance product **we** have issued or service **you** have received from **us**, please contact **your** intermediary to initiate the complaint with **us**. If **you** are unable to contact **your** intermediary, **you** can contact **us** directly on 1300 171 531 or via compliance.manager@bzi.com.au.

We will respond to **your** complaint within fifteen (15) working days. If **you** are not satisfied with **our** response, **you** may have the matter reviewed through **our** internal dispute resolution process, which is free of charge.

If **you** are not satisfied with the outcome of the dispute resolution process and would like to take the complaint further, **you** may refer the matter to the Australian Financial Complaints Authority (**AFCA**). **AFCA** provides a fair and independent financial services complaint resolution that is free to **you**.

Their contact details are:

Website: www.afca.org.au

Email: info@afca.org.au

Freecall: 1800 931 678

In writing to: The Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001

General Insurance Code of Practice

The **insurer** is a signatory to the General Insurance Code of Practice ('**Code**') and BZI also proudly supports the **Code**.

The **Code**, which is written in plain English, sets out the standards that general insurers must meet when providing services to their customers, such as being open, fair and honest.

It also sets out timeframes for insurers to respond to claims, complaints and requests for information from customers.

The **Code** covers many aspects of a customer's relationship with their insurer, from buying insurance to making a claim, to providing options to those experiencing financial hardship, to the process for those who wish to make a complaint.

A copy of the General Insurance Code of Practice can be found at www.codeofpractice.com.au.

Financial claims schemes

The **insurer** of this policy, Youi, is an insurance company authorised under the *Insurance Act 1973* (Cth) to carry on general insurance business in **Australia**. As such, they are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (**APRA**).

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

The **FCS** may apply in the event that a general insurance company becomes insolvent. If the **FCS** applies, a person who is entitled to make a claim under this insurance policy may be entitled to a payment under the **FCS**. Access to the **FCS** is subject to eligibility criteria.

Further information about the **FCS** can be obtained at www.fcs.gov.au.

BUSINESS LIABILITY

What you are covered for

We will pay all sums that the **insured entities** shall become legally liable to pay compensation in respect of:

1. **personal injury** and **property damage** happening during the **period of insurance** within the **territorial limits** as a result of an **occurrence** in connection with **your business** or **products**; and
2. **advertising liability** caused by an **advertisement** first published during the **period of insurance** within the **territorial limits** as a result of an **occurrence** in connection with **your products** or services.

Limit of Liability

The most we will pay as compensation as a result of an **occurrence** shall not exceed the **limit of liability** shown in the **schedule** for 'Public liability' or 'Advertising Liability'.

The most we will pay during any one **period of insurance** as compensation in respect of or in any way related to **your products** shall not exceed the **limit of liability** shown in the **schedule** for 'Products Liability'.

Defence Costs and Additional Payments

In addition to the **limit of liability** shown in the **schedule**, we will pay the following 'Defence Costs and Additional Payments':

1. reasonable legal costs and expenses incurred by the **insured entities** with **our** written consent in the defence of any claim;
2. the costs of representation at any coronial hearing or other official coronial investigation costs;
3. premiums payable for:
 - (a) bonds to release attachments for amounts not exceeding the applicable **limit of liability**, but we shall have no obligation to apply for or furnish any such bond;
 - (b) appeal bonds and/or security for costs required in any suit, but we shall have no obligation to apply for or furnish such bonds and/or security for costs;
4. interest accruing after entry of judgment against the **insured entities** until we have paid, tendered or deposited that part of the judgment within the **limit of liability**;
5. expenses incurred by the **insured entities** for first aid to others (other than medical expenses prohibited by Section 126 of the Health Insurance Act 1973);
6. reasonable expenses incurred by the **insured entities** for the temporary repair or shoring up or preservation of property which has been damaged; resulting from an **occurrence** which is covered by this **cover section**, provided that:
7. in the event of a claim covered by this **cover section** being made against an **insured entity** in any Court or before any other legally instituted body in **North America**, the **limit of liability** shall apply to such claim inclusive of all 'Defence Costs and Additional Payments';
8. we shall not be obligated to pay any compensation or 'Defence Costs and Additional Payments', or judgment or to defend any suit after **our limit of liability** has been exhausted by payment of claims, judgments and/or settlements; and
9. if a payment exceeding the **limit of liability** has to be made to dispose of a claim, **our** liability to pay any 'Defence Costs and Additional Payments' shall be limited to that proportion of those amounts as the **limit of liability** bears to the amount paid to dispose of the claim.

Extensions of Cover

We will also provide the following Extensions of Cover. Any amounts payable under these Extensions of Cover are included within the **limit of liability** for this **cover section**, unless stated otherwise.

All **personal injury**, **property damage** and **advertising liability** that is covered by these Extensions of Cover must occur during the **period of insurance** within the **territorial limits** as a result of an **occurrence** in connection with **your business** or **products**.

Extension of Cover:	Exclusions and restrictions that apply:
<p>1. Acquisitions</p> <p>In addition to indemnifying the insured entities, we also agree to indemnify any of your newly formed subsidiary companies or other legal entities purchased by you during the period of insurance to the extent of cover provided under this cover section.</p>	<p>We will not be liable for any subsidiary or new entity unless:</p> <ul style="list-style-type: none"> (a) it is notified to us within thirty (30) days of the incorporation date or date of purchase; (b) the newly incorporated company or entity conducts the same type of business as your business; and (c) the newly incorporated company or entity is incorporated in Australia.
<p>2. Construction, renovations, alterations and additions</p> <p>We agree to indemnify the insured entities in respect of legal liability to pay compensation for personal injury and property damage happening during the period of insurance within the territorial limits as a result of an occurrence in connection with the construction, erection, demolition, alteration or addition of or to buildings or plant owned by you.</p>	<p>We will not be liable for personal injury or property damage arising from construction, erection, demolition, alteration or addition of or to buildings owned by you where the value of such work exceeds a sum of \$500,000 in cost.</p>
<p>3. Contractual liability</p> <p>We agree to indemnify the insured entities in respect of legal liability to pay compensation for personal injury, property damage or advertising liability for:</p> <ul style="list-style-type: none"> (a) liabilities which would have been implied by law in the absence of such contract or agreement; or (b) liabilities assumed under incidental contracts; or (c) terms regarding merchantability, quality, fitness or care of your product which are implied by law or statute; or (d) liabilities assumed under the contracts specifically designated in the schedule or in any endorsement(s) to this policy. 	<p>We will not be liable for personal injury or property damage which has been assumed by you under any contract or agreement that requires you to:</p> <ul style="list-style-type: none"> (a) effect insurance over property, either real or personal; (b) assume liability for personal injury and property damage regardless of fault.
<p>4. Cover for principals</p> <p>In addition to indemnifying the insured entities, we also agree to indemnify any principal, but only:</p> <ul style="list-style-type: none"> (a) for their liability for personal injury, property damage or advertising liability that is directly caused by your performance of the work for that principal; (b) to the extent of cover required by the contract or agreement between you and the principal; and (c) to the extent that we would cover you under this cover section for your liability to that principal had the principal made a claim against you in respect of the circumstances giving rise to the principal's liability. 	<p>We will not be liable to indemnify any principal for legal liability:</p> <ul style="list-style-type: none"> (a) which arises out of or is connected with the principal's own negligent acts, errors or omissions; (b) which arises independently of your performance of any contract or agreement between you and the principal; or (c) which arises from an occurrence in respect of which you or the principal are entitled to be indemnified pursuant to an insurance policy which provides workers compensation insurance or any other policy or scheme which provides cover against liability for injuries to workers or employees. <p>We will not pay more than:</p> <ul style="list-style-type: none"> (a) the minimum amount of liability insurance cover required by the contract to perform the work; or (b) the limit of liability; <p>whichever is less.</p>
<p>5. Loss of use following destruction of your product</p> <p>We will indemnify the insured entities for legal liability to pay compensation in respect of cover for loss of use to tangible property which has not been physically damaged, lost or destroyed where such loss of use is a result of sudden and accidental physical injury to or destruction of the products after such products have been put to use by any person or organisation other than you.</p>	

Extension of Cover:	Exclusions and restrictions that apply:
<p>6. Professional liability</p> <p>We will indemnify the insured entities in respect of legal liability to pay compensation for personal injury or property damage arising from the provision of, or failure to provide professional advice or service by an insured entity or any error or omission connected therewith where:</p> <ul style="list-style-type: none"> (a) such professional advice or service is given not for a fee; (b) such professional advice or service is professional medical advice by medical persons employed by you to provide first aid or medical services on your premises; or (c) such advice is given in respect of the use or storage of your products. 	
<p>7. Property in your care, custody or control</p> <p>We will indemnify the insured entities in respect of legal liability to pay compensation for property damage to:</p> <ul style="list-style-type: none"> (a) premises leased or rented to you; (b) personal effects of your directors, employees and visitors; (c) premises (and their contents) where the premises are temporarily occupied by an insured entity to carry out work; (d) any vehicle (including its contents, spare parts and accessories while they are in or on such vehicle) in a carpark; or (e) other property, not owned by you, but in your physical or legal control. 	<p>We will not be liable for:</p> <ul style="list-style-type: none"> (a) property damage to premises leased or rented to you where you contractually assume the responsibility to insure the premises; or (b) property damage to vehicles: <ul style="list-style-type: none"> (i) which are owned or operated by you; or (ii) which are in a carpark owned or operated by you for reward. <p>In respect of Extension of Cover 7(e) we will not pay more than \$250,000 for any one occurrence and in the aggregate during any one period of insurance.</p>
<p>8. Sudden and accidental pollution</p> <p>We will indemnify the insured entities in respect of legal liability to pay compensation for:</p> <ul style="list-style-type: none"> (a) property damage and personal injury arising out of the discharge, seepage, migration, dispersal, release or escape of pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water); (b) property damage and personal injury arising out of the discharge, seepage, migration, dispersal, release or escape of pollutants caused by any product that has been discarded, dumped, abandoned or thrown away by others; or (c) the cost of removing, nullifying or cleaning up pollutants which have caused property damage or personal injury; <p>where the claim arises from a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place outside of North America, however, the total aggregate limit of liability during any one period of insurance shall not exceed the limit of liability.</p>	
<p>9. Vehicles</p> <p>We will indemnify the insured entities in respect of legal liability to pay compensation for:</p> <ul style="list-style-type: none"> (a) personal injury arising out of the ownership, possession or use by any insured entities of any vehicle where compulsory liability insurance or statutory indemnity does not provide indemnity if the reason or reasons why that compulsory liability insurance or statutory indemnity does not provide indemnity does not involve a breach by you of legislation relating to vehicles; (b) personal injury or property damage arising out of and during the loading or unloading of goods to or from any vehicle; 	

Extension of Cover:	Exclusions and restrictions that apply:
<ul style="list-style-type: none"> (c) personal injury or property damage caused by or arising from the operation or use of any vehicle which is designed primarily for lifting, lowering, loading or unloading, while being operated or used by you or on your behalf within the confines of your premises; (d) personal injury or property damage arising from the use or operation of any tool of trade other than whilst in transit or whilst being used for transport or haulage; (e) property damage arising out of the movement by you or by any employees of yours of any vehicle or trailer not belonging to you which is interfering with access to or from your premises or any site where you are carrying out work; or (f) property damage caused by or arising out of the movement of any vehicle (which is required to be Conditionally Registered in accordance with the law of any State or Territory in Australia) in the event of your inadvertent and unintentional failure to effect Conditional Registration. 	
<p>10. Watercraft and hovercraft</p> <p>We will indemnify the insured entities for legal liability to pay compensation for personal injury or property damage caused by or arising out of or in connection with:</p> <ul style="list-style-type: none"> (a) the operation, ownership, possession or use by you of any watercraft or hovercraft under ten (10) metres in length; (b) the operation, ownership, possession or use by you of any watercraft or hovercraft exceeding ten (10) metres in length; <ul style="list-style-type: none"> (i) where watercraft are used in operations carried out by any independent contractors for whose conduct you may be held liable; (ii) if watercraft or hovercraft are owned and operated by others and used by you for business entertainment. 	

All Extensions of Cover are subject to the terms, conditions and exclusions of this **cover section** and all **general terms and conditions**.

What you are not covered for

We will not cover **you** for legal liability arising directly or indirectly out of, or caused by, or connected with:

1. Advertising liability

- (a) **advertising liability** where statements made at the direction of an **insured entity** with the knowledge of the illegality or falsity thereof; or
- (b) **advertising liability** committed or alleged to have been committed by any **insured entities** whose **business** is advertising, broadcasting, publishing or telecasting.

2. Aircraft

personal injury or **property damage** caused by or arising directly or indirectly out of or in connection with:

- (a) the ownership, maintenance, operation, possession, or use by **you** of any **aircraft** or any property used for the purpose of an airport or any **aircraft** landing strip; or
- (b) any of **your products** that any **insured entity** knew or had reasonable cause to believe would be, or are, installed as a critical part or become a component part of the hull, machinery or instruments used for navigation or maintaining an **aircraft** or **hovercraft** or any other aerial device in flight or in movement upon the ground.

3. Asbestos

- (a) **personal injury** arising directly or indirectly out of, or in any way connected with the inhalation of, ingestion of or fears of the consequences of exposure to asbestos in whatever form or quantity;
- (b) diminution in value or loss of use of any property arising directly or indirectly out of, or in any way connected with asbestos in whatever form or quantity; or

(c) costs, expenses, loss or losses (including legal costs and expenses) arising directly or indirectly out of, or in any way connected with investigating, testing, monitoring, containing, removing, nullifying, cleaning up, transportation, storage, disposal of asbestos or the cost of preventing the release or escape of asbestos in whatever form or quantity.

4. **Contractual liability**

any liability or obligation assumed by an **insured entity** under any agreement or contract except for as provided by Extension of Cover 3. 'Contractual liability'.

5. **Damage to products**

property damage to products if the damage is attributed to any defect in them or to their harmful nature or unsuitability. For the avoidance of doubt this exclusion is restricted to the defective or harmful or unsuitable part of a damaged **product** and does not apply to any resultant damage caused to the remainder of the **product**.

6. **Defamation**

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

- (a) made prior to the commencement of the **period of insurance**;
- (b) made by an **insured entity** at **your** direction or with **your** authority with knowledge of its falsity; or
- (c) related to advertising, broadcasting, publishing or telecasting activities conducted by **you** or on **your** behalf, except where cover is provided by **us** as **advertising liability**.

7. **Employer's liability**

- (a) **personal injury** to any of the **insured entities employees** arising out of or in the course of their employment in **your business**, where any **insured entities**:
 - (i) are indemnified or entitled to indemnity (in whole or in part) under a policy of insurance or self insurance arranged in accordance with any workers' compensation legislation, **accident** compensation legislation or under similar legislation;
 - (ii) would have been indemnified or entitled to indemnity (in whole or in part) had any **insured entities** arranged a policy of insurance as required by any workers' compensation legislation, **accident** compensation legislation or under similar legislation;
- (b) **personal injury** arising out of the wrongful or unfair dismissal, denial of natural justice, defamation, libel, slander, misleading representation or advertising, humiliation, harassment or discrimination in respect of any employment or prospective employment by **you**; or
- (c) imposed by the provisions of any workers compensation legislation or **accident** compensation legislation or any industrial award, agreement or determination.

8. **Faulty workmanship**

the cost of performing, completing, correcting or improving any work undertaken by **you**.

9. **Information technology hazards**

- (a) damage to **electronic data** or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with;
 - (i) the use of any computer, hardware or software;
 - (ii) the provision of computer or telecommunication services by **you** or on **your** behalf;
 - (iii) the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any malicious or damaging code, computer virus, worm, logic bomb, or trojan horse;
- (b) any liability arising out of **your internet operations** except for:
 - (i) **personal injury, property damage** or **advertising liability** arising out of any material on **your** website which has been produced in print by the manufacturer related to any of **your products**, included but not limited to product use and safety instructions or warning; or
 - (ii) for liability which arises irrespective of **your** use of **your internet operations**.

10. **Intentional conduct**

any alleged or actual fraudulent, dishonest, malicious, intentional or criminal act or omission of an **insured entity**.

11. Loss of use

loss of use of tangible property which has not been physically injured, or lost or destroyed resulting from:

- (a) a delay in or lack of performance by or on behalf of an **insured entity** in relation to any contract or agreement; or
- (b) the failure of the **products** to meet the level of performance, quality, fitness or durability expressly or implied, warranted or represented by an **insured entity**;

except for as provided by Extension of Cover 5. 'Loss of use following destruction of your product'.

12. Pollution

any liability for:

- (a) loss, damage, costs or expense, injury, illness or liability directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of **pollutants** into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water);
- (b) loss, damage, costs or expense, injury, illness or liability directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of **pollutants** caused by any **product** that has been discarded, dumped, abandoned or thrown away by others;
- (c) the cost of removing, nullifying or cleaning up **pollutants**; or
- (d) the cost of preventing the escape of **pollutants**;

except for as provided by Extension of Cover 8. 'Sudden and accidental pollution'.

13. Products guarantee

any **product** warranty or guarantee given by an **insured entity** or on behalf of an **insured entity** above such warranty or guarantee that is a requirement of any Federal or State legislation as to product safety.

14. Professional liability

the provision of or failure to provide professional advice or service provided by an **insured entity** or any error or omission connected therewith except for as provided by Extension of Cover 6. 'Professional liability'.

15. Property in physical or legal control

property damage to property owned by or in the physical or legal control of an **insured entity** except for as provided by Extension of Cover 7. 'Property in **your** care, custody or control'.

16. Recall of products

any claims arising out of or resulting from any loss, cost or expense incurred by **you** for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of **your products** or of any property of which they form a part, if such **products** or property are withdrawn from the market or from use because of any known or suspected defect, deficiency, inadequacy or dangerous condition in them.

17. Underground work

property damage to underground services including, but not limited to, water, gas, sewerage or fuel pipes, electric or telephone cables, optic or telecommunication wires or cables, unless prior to the start of such works the **insured entity** obtains advice from the relevant authority as to the physical location of such services and takes all precautions to avoid such services.

18. Vehicles

personal injury or property damage arising out of the ownership, possession or use by any **insured entities** of any **vehicle**:

- (a) which is registered or which is required under any legislation to be registered; or
- (b) in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected);

except for as provided by Extension of Cover 9. 'Vehicles'.

19. Watercraft, aircraft, hovercraft

personal injury or **property damage** caused by or arising directly or indirectly out of or in connection with the operation, ownership, possession or use by **you** of any **watercraft** or **hovercraft**, except for as provided by Extension of Cover 10. 'Watercraft and hovercraft'.

Special Conditions

1. Cross liability

This insurance extends to indemnify:

- (a) each of the parties comprising the **insured entity**; and
- (b) each of the Insureds hereunder;

separately in the same manner and to a like extent as though policies had been issued in their separate names.

In particular, but without limiting the foregoing, this insurance shall indemnify each of the parties described in Special Conditions 1.(a) and 1.(b) in respect of claims made by any other of such parties.

Provided always that:

- (a) each of such parties shall be separately subject to the terms, conditions, exclusions and definitions of the policy in the same manner and to a like extent as though separate policies had been issued; and
- (b) in no case shall the amount payable by **us** in respect of any one claim or series of claims arising out of any one occurrence or in the aggregate, as the case may be, exceed the applicable limit of liability as specified in the policy **schedule**.

2. Excess

The **excess** is the amount **you** first bear in relation to each **occurrence**. The **excess** applies to all amounts payable under this **cover section** including the indemnity provided under 'Defence Costs and Additional Payments'. Where more than one **excess** applies to an **occurrence** under this **cover section**, **you** will bear the higher amount.

Definitions

The following definitions shall apply to the terms used in this cover section.

Term	Definition
Advertisement	Advertisement means promotion of capabilities, services or products through advertising brochures, pamphlets and other fliers, email, billboards and other outdoor advertising, broadcast or telecast advertisements, direct mail advertising, display units, the internet, social media, magazine and other print publication advertisements, merchandising, radio, cinema and trade exhibits.
Advertising liability	<p>Advertising liability means any unintentional:</p> <ul style="list-style-type: none"> (a) breach of the misleading or deceptive conduct provisions of any Australian consumer protection legislation; (b) infringement of copyright of or passing off of a title or slogan; (c) unfair competition or piracy; (d) stealing or misappropriation of ideas or designs; or (e) invasion of privacy; <p>committed or alleged to have been committed in any advertisement conducted by or on behalf of you, in the course of advertising your products and services, but does not include:</p> <ul style="list-style-type: none"> (f) breach of contract, other than stealing or misappropriation of advertising ideas or designs contrary to an implied contract; (g) infringement or passing off of a trademark, service mark or trade name on any products or services in any advertisement. This does not apply to infringement of titles or slogans; (h) incorrect description of the price of products, goods or services; or (i) failure of products, goods or services to conform with advertised performance, quality, fitness or durability.
Aircraft	Aircraft means any vessel, craft or object made or intended to fly or move through the atmosphere or space including drones, but does not include any model aircraft or tethered inflatable balloons used for advertising or promotional purposes.

Term	Definition
Business	<p>For the purpose of this cover section only, business means your business, occupation, trade or profession shown in the schedule and any incidental activities including:</p> <ul style="list-style-type: none"> (a) occupancy and ownership of any premises; (b) attendance and participation at exhibitions and conferences; (c) the provision and management of canteens, social, sports and welfare organisations primarily for the benefit of your employees, first aid, fire and ambulance services; (d) private work undertaken by any employee of yours, for any of your directors or senior executives; (e) conducted tours of your premises for no reward; (f) the erection, use and/or maintenance by you or on your behalf of advertising and directional signs, their frames, supports and appurtenances; or (g) hire or loan of plant, equipment or goods to other parties.
Employee	<p>Employee means any person employed by the insured entities or deemed to be employed by the insured entities pursuant to any law relating to compensation for personal injury to those deemed to be employed.</p>
Hovercraft	<p>Hovercraft means any vessel, craft or device made to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.</p>
Insured entity	<p>Insured entity means you and the following parties:</p> <ul style="list-style-type: none"> (a) any of your directors, executive officers, employees or voluntary unpaid workers, partners and shareholders but only whilst acting within the scope of their duties in such capacity; (b) any office bearer or member of the canteen, social, or sports organisations for your employees and internal first aid given by your medical persons, fire or ambulance services formed with your consent, but only whilst acting within the scope of their activities in such capacity; (c) any of your directors or senior executives in respect of private work undertaken by your employees for such director or senior executive, but only after they have obtained your prior consent to this private work to be undertaken; (d) any employee superannuation fund or pension scheme managed by you or on your behalf and the trustees and the directors of the trustee of any such employee superannuation fund or pension scheme which is not administered by corporate fund managers; or (e) the estates, legal representatives, heirs or assigns of: <ul style="list-style-type: none"> (i) any deceased or insolvent persons; or (ii) persons who are unable to manage their own affairs by reason of mental disorder or incapacity, <p>who would otherwise be indemnified by this policy, but only in respect of liability incurred by such persons as described in clauses (a) to (d) above.</p>
Internet operations	<p>Internet operations means:</p> <ul style="list-style-type: none"> (a) transfer of electronic data or programmes by use of electronic mail systems by you or your employees whether or not electronic data or programmes contain any malicious or damaging code, including but not limited to computer virus, worm, logic bomb, or trojan horse; (b) access through your network to the world wide web or a public internet site by you or your employees; (c) access to your intranet (meaning internal company information and computing resources) which is made available through the world wide web for your customers or others outside your organisation; and (d) the operation and maintenance of your web site. <p>For the purposes of this definition only, employee includes part-time and temporary staff, contractors and others within your organisation.</p>
Limit of liability	<p>Limit of liability means the amount shown in the schedule and stated as such.</p>
Medical persons	<p>Medical persons means legally qualified medical practitioners, legally qualified registered nurses and qualified dental practitioners.</p>
Occurrence	<p>Occurrence means an event or series of events including continuous or repeated exposure to substantially the same general conditions which results, unexpectedly and unintentionally from your standpoint, in personal injury or property damage or advertising liability. All personal injury or property damage happening during the period of insurance attributable to one source or to a common cause or to the same general conditions, shall be deemed to be one occurrence.</p> <p>With respect to advertising liability, all damages involving the same injurious material or act, regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants, shall be deemed to arise out of one occurrence.</p>

Term	Definition
Personal injury	<p>Personal injury means:</p> <ul style="list-style-type: none"> (a) bodily injury, death, sickness, disease, shock, fright, mental anguish, mental injury or loss of consortium; (b) false arrest, false detention, wrongful imprisonment, malicious prosecution or malicious humiliation; (c) discrimination as a result of race, religion, sex, marital status, age, intellectual impairment, disability or otherwise (unless insurance thereof is prohibited by law) not committed by you or at your direction; (d) wrongful entry or wrongful eviction or other invasion of privacy; (e) defamation, libel and slander except when such publication or utterance is made in the course of or is related to advertising broadcasting, telecasting or publishing activities conducted by you or on your behalf; and (f) assault and/or battery: <ul style="list-style-type: none"> (i) not committed by or at the direction of the insured entities; and (ii) committed for the purpose of preventing or eliminating danger to persons or property.
Products	<p>Products means anything (after it has ceased to be in your possession or under your control) which is, or is deemed, to have been manufactured, grown, extracted, produced, processed, imported, exported, constructed, assembled, erected, installed, repaired, serviced, renovated, treated, sold, supplied or distributed by you or on your behalf (including your predecessors in your business) including labels, packaging or any container thereof the design, specification or formula of the products and directions, instructions or advice given or omitted to be given in connection with such products and anything which by law or otherwise you are deemed to have manufactured in the course of your business including discontinued products.</p>
Property damage	<p>Property damage means:</p> <ul style="list-style-type: none"> (a) physical damage to or loss of or destruction of tangible property including loss of use of that property at any time resulting therefrom; and (b) loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by physical damage to or destruction of other tangible property. <p>Tangible property does not include electronic data.</p>
Territorial limits	<p>Territorial limits means:</p> <ul style="list-style-type: none"> (a) anywhere in the world except for North America; or (b) North America, but only in respect of liability arising from: <ul style="list-style-type: none"> (i) products exported to North America without the knowledge of an insured entity or your agents; and (ii) business visits by directors, executives and employees normally resident in Australia that do not involve the performance of manual work or supervision of work by any such person in North America.
Tool of trade	<p>Tool of trade means any vehicle and/or equipment, tool or apparatus which forms part of the vehicle, but only whilst engaged in and undertaking its designed purpose of digging, scraping, shovelling, grading, boring, drilling, compacting, harvesting, ploughing, shredding, lifting, clearing, levelling, hosing, pumping, spraying, vacuuming or suction activities.</p>
Vehicle	<p>Vehicle means any type of machine on wheels or self laid tracks or on skis, made or intended to be propelled by other than manual or animal power and any trailers or other attachment made or intended to be drawn by any such machine.</p>
Watercraft	<p>Watercraft means any vessel, craft or thing made to or intended to float on or in or travel on or through or under water.</p>

PROPERTY PROTECTION

What you are covered for

We will pay:

Property damage

up to the **limit of liability** for **property** that is **damaged** at the **premises** during the **period of insurance**; and

Glass

for the actual cost of replacing and fixing the glass in its frame or in its normal location that is **broken** at the **premises** during the **period of insurance**.

How we will settle your claim

1. Declared values

Your building and contents declared values will be automatically adjusted at renewal to take into account various factors including inflation, as determined by **us**.

2. Limit of liability

We will not pay more than the **limit of liability** that applies to the specific **premises** where the **damage** occurs. When the **limit of liability** is reduced following **damage** covered by this **cover section**, we will automatically increase this reduced **limit of liability** to its value immediately before the **damage**, provided that **you** pay or agree to pay the additional **premium** that **we** require.

3. Excess

The **excess** that applies is shown in the **schedule**.

In respect of **damage to property at premises** caused by earthquake, volcanic eruption, subterranean fire or tsunami, **we** will not pay for the first \$20,000 or 1% of the **limit of liability**, whichever is the lower.

4. Settlement of property claims

When **we** agree to provide cover for **damage to property**, **we** will pay for **replacement** or **reinstatement** of such **property**. **We** may elect to pay the **indemnity** value in respect of any claim or part of a claim where **you** require a cash settlement.

we will settle covered claims for **damage to property** as follows depending on the type of **property**:

Types of property	How we will settle claims
(a) Branded goods	<p>We will not sell damaged branded goods or merchandise:</p> <ul style="list-style-type: none">(i) owned by you; or(ii) for which you are legally liable; or(iii) sold but not yet delivered; <p>without your consent. If you do not want such goods to be sold, the goods may be retained by you and disposed of as you see fit, provided a reasonable salvage allowance is agreed with us for the value of the goods.</p>
(b) Buildings- electing to rebuild at an alternative location	<p>Following damage to a building that is insured by this cover section, you can choose to rebuild at an alternative location, provided that:</p> <ul style="list-style-type: none">(i) we will not pay more than the cost that we would have paid to rebuild at the premises; and(ii) if the actual cost of rebuilding is less than the cost to rebuild at the premises, then our payment is limited to the actual cost of rebuilding.

Types of property	How we will settle claims
(c) Buildings-heritage	<p>Where a building is subject to any heritage listing or protection and you choose to rebuild, replace or repair the building at the same location, we will pay the extra costs of repairing, replacing, or reinstating the building required to:</p> <ul style="list-style-type: none"> (i) obtain special materials; or (ii) employ specialised labour; <p>to duplicate or recreate the unique or distinctive ornamental or architectural features of the building in order to comply with standards imposed by any lawful heritage protection authority.</p> <p>However, if the original materials are not readily available, we will not pay more than the cost necessary to rebuild, replace or repair any such heritage listed building to a reasonably equivalent appearance and capacity using original design and suitable modern equivalent materials.</p>
(d) Buildings-undamaged portions	<p>If your building has to be rebuilt at a location other than the premises because of the requirements of any lawful authority, then the abandoned undamaged portion of the building including the foundations and services shall be deemed to be destroyed.</p> <p>Provided that, if the value of the original site increases because of the presence of an undamaged portion of the building, the increased sale value shall be regarded as salvage and the amount thereof shall be payable to us by you upon completion of the sale of the site or shall be deducted from the total amount otherwise payable by us under this cover section, whichever shall first occur.</p> <p>Should the site not be sold, then the increased site value, when applicable, shall be agreed between you and us, or in default, we and you shall submit to mediation and be bound by the decision of the mediator.</p>
(e) Business records, electronic data, hardware and software	<p>For damage to business books, patterns, plans and other business records including those comprised of electronic data, we will pay the cost of re-creating the records that are damaged.</p> <p>For damage to electronic equipment and software, we will pay the costs incurred in the repair, restoration and reinstallation of electronic equipment and software to replicate the operational capability of the system to a level as similar as possible with that existing prior to the damage.</p>
(f) Old plant and equipment	<p>Unless specifically insured otherwise:</p> <ul style="list-style-type: none"> (i) for those items kept as spare parts; or (ii) for any old item kept for use as backup in an emergency; <p>we will pay the cost of repairs or the second-hand replacement value of a similar part or item of the same age and condition, whichever is less.</p>
(g) Salvage	We will not sell or dispose of any salvage without giving you the opportunity to retain it at its salvage value. But we will not allow you to abandon property to us .
(h) Stock	For damage to stock we will pay to repair or replace damaged stock with property or materials of equal quality, standard and specification. Where the stock can no longer be sold for its full value, we will pay you the value of such stock at the time of the damage but no more than its original cost to you .
(i) Works of art, antiques and curios	<p>For all works of art, antiques and curios, none of which form part of the stock in trade or merchandise of the business, we will pay your claim as follows:</p> <ul style="list-style-type: none"> (i) the cost of restoring and repairing to a condition substantially the same as before the damage plus any reduction in market value caused by the damage; or (ii) if restoration or repair is not possible, the amount of a valuation by the Auctioneers and Valuers Association of Australia or an independent expert for the individual item damaged, immediately before the damage.

5. Settlement of glass breakage claims

Glass	How we will settle claims
Glass	When we pay a claim for breakage to glass, we will pay for the actual cost of replacing and fixing the glass in its frame or in its normal location with glass of a similar type and quality to the glass that is broken .

6. Underinsurance

We will reduce **your** claim if the total **declared values** for all the **property** insured at the **premises** is less than eighty percent (80%) of the cost of the **replacement** of all such **property**.

We will only pay the proportion of any claim that the total **declared values** for all **property** insured at the **premises** bears to eighty percent (80%) of the cost of reinstating **damage** to all such **property**. We will not pay more than the **limit of liability** of the **premises** where the loss occurred.

For the purpose of the calculation of underinsurance, the cost of the claim and the cost of reinstating the **damaged property** will be calculated at the beginning of the **period of insurance** and in accordance with 'How we will settle your claim'. In the event of a cash settlement the cost of reinstating **damaged property** will be replaced with the cash settlement value of the **property** calculated in accordance with 'How we will settle your claim'.

Underinsurance will not apply if the claim for **damage to property** insured is less than ten percent (10%) of the total **limit of liability** for the **premises**.

Extension of Cover 9. 'Meeting building regulations' and 29. 'Temporary Cover for new premises' will not apply when calculating underinsurance.

Example 1, underinsurance does not apply:

- (a) You take out a policy where the total **declared value** for all **property** at the **premises** is \$60,000.
- (b) The cost to reinstate or replace all the **property** at the **premises** is \$75,000.
- (c) You make a claim for a loss to the **property**.

As the total **declared value** for all **property** at the **premises** is not less than eighty percent (80%) of the cost to reinstate or replace all the **property** at the **premises** underinsurance will not apply.

Example 2, partial loss:

- (a) You take out a policy where the total **declared value** for all **property** at the **premises** is \$60,000.
- (b) The cost to reinstate or replace all the **property** at the **premises** is \$100,000.
- (c) 80% of the cost to reinstate or replace all the **property** at the **premises** is \$80,000.
- (d) You make a claim for a partial loss to the **property** of \$40,000.

(a) total declared value of property				
(c) 80% of the cost to reinstate or replace	x	(d) amount of claim		
(a) \$60,000				
(c) \$80,000	x	(d) \$40,000	=	\$30,000

Our payment to **you** would be reduced to \$30,000, less any **excess**.

Example 3, total loss:

- (a) You take out a policy where the total **declared value** for all **property** at the **premises** is \$200,000.
- (b) There is a total loss to the **property** which will cost \$275,000 to reinstate.
- (c) 80% of the cost to reinstate the **property** at the **premises** is \$220,000.
- (d) You make a claim for a total loss to the **property** (\$275,000).

(e) The **policy** has a **limit of liability** which is 120% of the total **declared value** for all **property** at the **premises** (\$240,000).

(a) total declared value of property			
(c) 80% of the cost to reinstate	x	(d) amount of claim	
(a) \$200,000			
(c) \$220,000	x	(d) 275,000	= \$250,000

Our payment to **you** would be reduced to \$240,000, less any **excess**, which is the **limit of liability** of the **premises** where the loss occurred.

Extensions of Cover

Extensions of Cover - Damage to property

Included within the limit

Provided that the **limit of liability** is not exceeded, **we** will provide cover for the following Extensions of Cover (1 - 17).

Extensions of cover (included within the limit)	Exclusions and restrictions that apply:
<p>1. Breakdown of electrical motors</p> <p>We will pay for the breakdown, malfunction or failure of electrical motors under 1.8 kilowatts (kw) or 2.5 mechanical horsepower (hp) damaged by the actual burning out of electrical windings by their own electrical current.</p>	<p>The maximum we will pay for this Extension of Cover is the cost of replacing or repairing the motor less a deduction for wear, tear and depreciation. The deduction for wear, tear and depreciation will be:</p> <p>(a) for motors less than three (3) years old, no deduction; or</p> <p>(b) for motors greater than three (3) years old, the deduction will be 10% of the replacement or reinstatement cost (whichever is applicable) for each year of age and subject to a maximum deduction of 90%.</p>
<p>2. Contents in storage</p> <p>We will pay for damage to contents whilst stored in a secure commercial storage facility in Australia during the period of insurance, providing your storage unit within the commercial storage facility is:</p> <p>(a) fully enclosed and lockable; and</p> <p>(b) only accessible by you or someone authorised by you.</p>	<p>The maximum we will pay for this Extension of Cover is \$25,000 any one event.</p>
<p>3. Depreciation of undamaged stock</p> <p>Where:</p> <p>(a) this cover section covers stock;</p> <p>(b) there is damage to stock covered by this cover section;</p> <p>(c) some or all of the stock is undamaged; and</p> <p>(d) undamaged stock is unable to be processed in the normal way or through alternative processing;</p> <p>we will pay for the loss sustained by you resulting from deterioration or depreciation of such undamaged stock.</p>	<p>We will not pay more than the declared value for stock.</p>
<p>4. Expediting expenses</p> <p>Following damage to property covered by this cover section, we will pay for the costs and expenses reasonably incurred by you for express freight and overtime or out of hours labour in order to expedite the repair or reinstatement of the property that is damaged.</p>	<p>The maximum we will pay for this Extension of Cover is limited to:</p> <p>(a) 50% of the cost of repairing the item; or</p> <p>(b) \$25,000;</p> <p>whichever is less.</p>

Extensions of cover (included within the limit)	Exclusions and restrictions that apply:
<p>5. Fees and costs</p> <p>Following damage to property covered by this cover section, we will pay for the reasonable costs of:</p> <ul style="list-style-type: none"> (a) legal fees, fees charged by architects, engineers and other consultants fees; and (b) permit or approval charges by statutory authorities; <p>that are incurred in the reinstatement of property that is damaged.</p> <p>We will pay up to the limit of liability in respect of this Extension of Cover, but if the limit of liability is exhausted, we will pay up to \$10,000 each and every loss in addition to the limit of liability.</p>	
<p>6. Floating stock</p> <p>Where this cover section covers stock located at more than one premises and stock is regularly transferred between the premises as part of your usual business process, in the event of damage to stock covered by this cover section, we pay more than the declared value of stock at that premises to account for the temporary transfer of stock between premises.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> (a) more than 120% total of the stock declared value for all premises; or (b) a claim under this Extension of Cover where stock levels in excess of the limit of liability for the specified premises have been temporarily located at the premises for a period extending beyond ninety (90) days, unless we have agreed in writing to an extended period, during the period of insurance.
<p>7. Floor space ratio or index</p> <p>Following damage to property covered by this cover section, when due to the requirements of any lawful authority rebuilding is only permissible subject to a reduced floor space to land area ratio or index, then we will also pay:</p> <ul style="list-style-type: none"> (a) the cost of rebuilding that would have been incurred had a reduced floor space ratio or index not been applicable; less (b) the actual incurred cost of rebuilding in accordance with the reduced floor space ratio or index. <p>The above amounts shall include the additional costs incurred to meet the requirements of any lawful authority as described in Extension of Cover 9. 'Meeting building regulations'.</p>	
<p>8. Loss of land value</p> <p>Following damage to property covered by this cover section, we will pay for the reduction in land value, which results from the requirements of any legal authority that does not allow rebuilding or only allows partial rebuilding at the premises.</p> <p>This reduction in land value shall be calculated by subtracting the land value after rebuilding or after we have agreed that rebuilding is not possible from the land value before the damage.</p>	<p>The maximum we will pay for this Extension of Cover is limited to:</p> <ul style="list-style-type: none"> (a) twenty percent (20%) of the limit of liability for the premises where the damage happened; or (b) \$100,000; <p>whichever is less.</p>
<p>9. Meeting building regulations</p> <p>Following damage to property covered by this cover section, we will pay for costs necessarily incurred to comply with current building regulations including regulations or orders imposed by any relevant authority after the damage to enable the reinstatement of insured property, including orders in relation to undamaged portions of the building or premises to the extent that necessary work must be undertaken to these undamaged portions as part of the reinstatement of the damaged property insured under this cover section.</p>	<p>The work of reinstatement must be commenced and carried out within a reasonable time, failing which we will not pay more than the amount which would have been payable under the policy if the work of reinstatement had been commenced and carried out with reasonable dispatch.</p> <p>We will not pay for any additional costs incurred by you in complying with any such Act, Regulation, By-law or requirement which you had been required to comply with prior to the occurrence of the damage.</p>

Extensions of cover (included within the limit)	Exclusions and restrictions that apply:
<p>10. Playing surfaces</p> <p>We will pay for the cost of repairing damage to outdoor playing surfaces at the premises, caused by:</p> <ul style="list-style-type: none"> (a) malicious persons or vandals, other than you or your guests, director's partners, officers, employees or members, or their guest's property covered by this cover section; or (b) fire occurring to property at the premises for which we have admitted liability under this cover section; or (c) the action of the firefighting services, police or other emergency services in attending to their duties at the premises as a result of an incident that threatens insured property under this cover section. 	<p>The maximum we will pay for this Extension of Cover is limited to \$50,000 any one event.</p>
<p>11. Property in the open air</p> <p>We will pay for damage to textile blinds and awnings, shade cloth, shade houses, fibreglass houses and glass houses, gates, fences, signs and retaining walls caused by or arising from storm, rainwater, wind, hail or snow.</p>	<p>The maximum we will pay for this Extension of Cover is \$25,000 any one event.</p>
<p>12. Removal of debris</p> <p>Following damage to property covered by this cover section, we will pay for the reasonable costs incurred by you for:</p> <ul style="list-style-type: none"> (a) the demolition, removal and disposal of property that is damaged; (b) the demolition, removal and disposal of any property that is necessary to allow for repair, reinstatement of property that has been damaged; and (c) the cleaning up, removing, storing and disposing of damaged property at the premises, or from any location that you are legally required to remove debris from or clean up, provided that you do not own property at this other location and your liability did not result from an agreement made after the start of the period of insurance unless this liability would have existed anyway. 	
<p>13. Removal of trees and branches</p> <p>We will pay for the reasonable costs incurred by you to remove and dispose of any branch or tree that has fallen causing impact damage to property covered by this cover section. We will also cover the cost of stump removal when required.</p>	
<p>14. Restricted transit</p> <p>We will pay for damage to property shown in the schedule during transit within Australia during the period of insurance that is caused by:</p> <ul style="list-style-type: none"> (a) fire, lightning, explosion, flood and malicious damage; or (b) collision or overturning of the carrying vehicle or conveyance. 	<p>The maximum we will pay for this Extension of Cover is:</p> <ul style="list-style-type: none"> (a) \$50,000; or (b) twenty percent (20%) of the declared value of the property; <p>whichever is less.</p>
<p>15. Trade shows, fairs and exhibitions</p> <p>We will pay for damage to contents or stock whilst at trade shows, fairs, market stalls and exhibitions including whilst in transit between the premises and the trade show, fair, market stall or exhibition during the period of insurance.</p>	<p>The maximum we will pay for this Extension of Cover is:</p> <ul style="list-style-type: none"> (a) \$25,000 any one event; or (b) The declared value for the damaged contents or stock; <p>whichever is less.</p>
<p>16. Unpacking expenses</p> <p>Following damage to property covered by this cover section, we will pay the costs and expenses incurred by you in taking inventory (including repacking, restacking and unpacking) to identify, quantify and value any property damaged.</p>	

Extensions of cover (included within the limit)	Exclusions and restrictions that apply:
<p>17. Water and gas charges</p> <p>Where this cover section covers buildings, we will pay the costs levied on you by any utility company or authority for water and gas usage arising from the escape and loss of water or gas at the premises following damage to buildings covered under this cover section.</p>	<p>The maximum we will pay for any one loss under this Extension of Cover is limited to:</p> <p>(a) seven (7) days of costs levied to you; or</p> <p>(b) \$15,000;</p> <p>whichever is less.</p> <p>The benefits payable under 'Crime' cover section Extension of Cover 22. 'Utility authority charges' shall not be cumulative.</p>

Extensions of Cover - Damage to property

In addition to the limit

We will pay in addition to the **limit of liability**, the following Extensions of Cover (18 - 31).

Extensions of cover (in addition to the limit)	Exclusions and restrictions that apply:
<p>18. Business records</p> <p>We will pay for damage to and the cost of recreating your business books, patterns, plans, electronic data, customer records and other business records at the premises or stored off-site.</p>	<p>In respect of damage to and the cost of recreating business records of your customers stored at the premises or your business records stored off-site, the maximum we will pay is limited to \$25,000, unless a higher amount is shown in the schedule for 'Customer's Records'.</p>
<p>19. Capital additions</p> <p>We will pay for damage to:</p> <p>(a) alterations to buildings; and</p> <p>(b) other capital additions;</p> <p>that have been made during the period of insurance.</p>	<p>This Extension of Cover does not apply to stock.</p> <p>The maximum amount we will pay for any one loss under this Extension of Cover is limited to:</p> <p>(a) \$500,000 in the aggregate for the premises during the period of insurance;</p> <p>or</p> <p>(b) twenty percent (20%) of the limit of liability;</p> <p>whichever is less.</p>
<p>20. Catastrophe cover</p> <p>If:</p> <p>(a) your building suffers damage from an event covered by this cover section; and</p> <p>(b) we classify the damage as a major loss;</p> <p>we will:</p> <p>(c) pay up to an additional twenty percent (20%) of the declared value for the building if your building is rebuilt; and</p> <p>(d) increase the amount we will pay under Extensions of Cover 19. 'Capital additions' and 27. 'Prevention of further damage' by up to twenty percent (20%);</p> <p>to cover the difference between the cost of reinstatement actually incurred in accordance with the Basis of Settlement provisions of this cover section and the cost of reinstatement that would have applied had the major loss not occurred in respect of labour and material supplies and other increased costs applying after the major loss.</p>	<p>We will not pay any amount under this Extension of Cover until you have incurred costs exceeding the limit of liability under this cover section.</p>
<p>21. Discharge of mortgage cost</p> <p>We will pay the reasonable administration and legal costs for you to discharge any mortgage(s) on buildings following settlement of a claim where we pay the full amount of the buildings declared value.</p>	<p>The maximum amount we will pay for any one loss under this Extension of Cover is limited to \$50,000 any one event.</p>

Extensions of cover (in addition to the limit)	Exclusions and restrictions that apply:
<p>22. Environmental improvements</p> <p>We will pay for the reasonable additional costs incurred to improve the energy and water efficiency of the property by using different products or materials in the rebuilding, replacement, repair or restoration of buildings or contents covered by this cover section.</p>	<p>The maximum amount we will pay under this Extension of Cover is limited to</p> <p>(a) \$50,000; or</p> <p>(b) 120% of the amount we would have otherwise paid in the rebuilding, replacement, repair or restoration of buildings or contents without the different products and materials;</p> <p>whichever is less, minus any rebates you were eligible for at the date of the loss under any government or council scheme for such environmental improvements.</p>
<p>23. Firefighting and fire brigade attendance fees</p> <p>We will pay for the reasonable costs of:</p> <p>(a) extinguishing a fire on your premises or which causes or threatens loss or damage to your property; and</p> <p>(b) replenishing fire-fighting equipment used to extinguish a fire at or adjoining the premises threatening insured property; and</p> <p>(c) any additional cost payable by you to a fire brigade or similar authorised authority for attendance at a fire or chemical emergency involving the insured property.</p>	<p>The maximum amount we will pay for any one loss under this Extension of Cover is limited to \$100,000 in total, any one event.</p>
<p>24. Locating the source of escaped liquids/gas</p> <p>We will pay for the reasonable cost incurred by you to locate the point of bursting, discharging, leaking, or overflowing of water or gas from any fixed apparatus, fixed tanks, fixed appliances, fixed pipes or other systems at the premises which has caused or may reasonably be expected to cause damage to property covered by this cover section.</p>	<p>The maximum we will pay for this Extension of Cover is limited to \$20,000 in total any one event.</p>
<p>25. Locks and keys</p> <p>We will pay for:</p> <p>(a) the cost incurred to replace the locks, keys, magnetic keys or cards or similar devices;</p> <p>(b) the cost incurred to replace the sequence of numbers or letters that become known by any unauthorised person;</p> <p>(c) the cost incurred to replace the unauthorised duplication of keys, magnetic keys or cards or similar devices; or</p> <p>(d) other costs that are necessarily incurred to restore the security of the premises to the same level of security that existed prior to the loss of these keys;</p> <p>if during the period of insurance any locks, keys, magnetic keys or cards or similar devices or combinations used at the premises are accidentally lost or damaged.</p>	<p>The maximum we will pay for this Extension of Cover is limited to \$10,000 in total any one event.</p>
<p>26. Personal effects</p> <p>We will pay for damage to the clothing or personal effects of directors, partners and employees of your business during the period of insurance whilst such property is on the premises.</p>	<p>The maximum we will pay for this Extension of Cover is limited to a maximum of \$5,000 any one person.</p>

Extensions of cover (in addition to the limit)	Exclusions and restrictions that apply:
<p>27. Prevention of further damage</p> <p>We will pay for the reasonable costs incurred by you during the period of insurance:</p> <ul style="list-style-type: none"> (a) to protect your insured property from further damage; (b) for costs incurred to make the property or surrounding areas of the premises safe, including temporary repairs, shoring up, propping and/or underpinning property following damage to your insured property; and (c) for any damage to property resulting from the removal of insured property from the premises for the prevention of further damage to such property. <p>Such costs shall include reasonable costs of professional fees by a statutory authority for submissions, permit, fees and charges in connection with such work.</p>	<p>The maximum amount we will pay under this Extension of Cover is limited to \$100,000 for any one event and for all claims during the period of insurance.</p>
<p>28. Stock seasonal or festive increase</p> <p>The limit of liability is increased by fifty percent (50%) of the declared value in respect of stock for losses occurring during any time that you can reasonably demonstrate that stock levels during the period have risen by more than twenty percent (20%) above standard levels and that the increase has happened solely for the purpose of meeting additional customer demand associated with the happening of festive, holiday, religious, bank holiday or ethnic events. Provided that if 'Contents including stock' is shown in the schedule the increased cover will only apply to the portion of the total amount that relates to stock.</p>	<p>Provided that this Extension of Cover will not extend the insurance beyond the period of insurance.</p>
<p>29. Temporary cover for new premises</p> <p>For damage to property as insured by this cover section we will temporarily extend the cover provided under this cover section to any premises that is used by your business for the first time during the period of insurance for a period of ninety (90) days from the date you first occupy new premises.</p> <p>Provided that:</p> <ul style="list-style-type: none"> (a) this temporary cover is only available to property that is of a similar type to that insured by this cover section; (b) the new premises has building, fire protection and security features that are similar to those at one of the premises shown in the schedule; and (c) you provide us with full details of the new premises within ninety (90) days of you first using the new premises, <p>If we agree to cover the property at the new premises beyond the ninety (90) consecutive day period, you must pay any additional premium we ask for.</p> <p>How we settle your claim – 6. 'Underinsurance' does not apply to this Extension of Cover.</p>	<p>The maximum we will pay for this Extension of Cover is limited to 50% of the highest limit of liability of any premises shown in the schedule.</p>
<p>30. Temporary removal to other premises</p> <p>We will pay for damage to property during the period of insurance as insured by this cover section while it is temporarily removed to any other premises within Australia.</p>	<p>This Extension of Cover does not cover property in transit;</p> <p>The maximum we will pay for this Extension of Cover is limited to twenty percent (20%) of the declared value that applies to this property at the premises at which the property is normally located.</p> <p>This Extension of Cover will not apply to any property which has been removed for a period greater than ninety (90) days without our prior written consent.</p>

Extensions of cover (in addition to the limit)	Exclusions and restrictions that apply:
<p>31. Unauthorised use of utilities</p> <p>We will pay for the reasonable additional costs incurred for electricity, gas or water for which you are legally responsible, arising from the unauthorised use of premises by someone taking possession or occupying the premises without your permission provided that all reasonable steps are taken to terminate such unauthorised use as soon as it is discovered.</p>	<p>The maximum amount we will pay under this Extension of Cover is limited to \$20,000 any one loss.</p>

Extensions of Cover – Glass breakage

We will cover the following Extensions of Cover (32 - 34) in relation to claims for glass.

Extensions of cover (glass breakage)	Exclusions and restrictions that apply:
<p>32. Additional benefits to glass breakage</p> <p>Following breakage to glass covered by this cover section, we will pay in addition to the actual cost of replacing and fixing the glass, the following costs that result from the cause of that breakage, incurred by you:</p> <ul style="list-style-type: none"> (a) to comply with current building regulations that relate to the glass that is broken; (b) in arranging after-hours services, express delivery and labour at overtime rates in relation to the repairing and replacing broken glass; (c) to effect temporary repairs, install shuttering and employ security personnel or guards as a result of glass breakage; (d) to repair or replace: <ul style="list-style-type: none"> (i) frames, sign-writing, alarm tapes, coatings; or (ii) fittings and tiled shop fronts, <p>that are damaged as a result of glass breakage; and</p> <ul style="list-style-type: none"> (e) to remove and refit fixtures and tiles to allow the repairing or replacing of broken glass. <p>Following a claim under this Extensions of Cover, if you pay or agree to pay an additional premium, we will return the limit to the full \$10,000, or a limit chosen by you and accepted by us.</p>	<p>Provided that the total of all payments under this Extension of Cover 32 sub-sections (b), (c) and (d) during the period of insurance are limited to \$10,000 or the amount shown in the schedule, whichever is greater.</p>
<p>33. Advertising (or identification) signs</p> <p>We will pay for breakage of advertising (or identification) signs occurring during the period of insurance.</p>	<p>The maximum we will pay during the period of insurance for this Extension of cover is limited to \$10,000 or the amount shown in the schedule, whichever is greater.</p>
<p>34. Malicious damage to glass</p> <p>We will also cover you for the cost of replacing external glass where the damage has arisen from the acts of malicious persons and not resulted in the external glass being broken through the entire thickness. Where necessary, we will also repair or replace frames, signwriting, coating and alarm tapes, following such malicious damage.</p>	

All Extensions of Cover are subject to the terms, conditions and exclusions of this cover section and all general terms and conditions.

Optional Amendments in Cover

1. Chemical contamination cover

Where 'Chemical contamination' cover is shown as 'Included' in the schedule, we will pay for clean up costs to remove or mitigate contamination or pollutants as a result of the manufacturing, storage or distribution of any controlled drug at the premises by your tenant

during the **period of insurance**, provided that:

- (a) the **building** at the **premises** is rented on a long term tenancy of more than six (6) months with a valid tenancy agreement in place;
- (b) **you** had no involvement in the manufacture, storage or distribution of any controlled drug at the **premises**;
- (c) **you** had no prior knowledge of the manufacturing, storage or distribution of any controlled drug at the **premises**;
- (d) **you** or **your** property manager have acted immediately once aware of the **contamination** at the **premises**;
- (e) the manufacturing, storage or distribution operation at the **premises** was discovered by the police (or relevant authority), or has been referred to the police (or relevant authority) for investigation since it was discovered;
- (f) an assessment by a suitably qualified professional has confirmed that the insured **property** at the **premises** has been **contaminated** as a result of the manufacture, storage or distribution of a controlled drug; and
- (g) **you** or **your** property manager have:
 - (i) conducted pre-tenancy checks for all tenants on the rental agreement, including written or verbal references, and the outcomes of these checks have been documented;
 - (ii) inspected the **property** at the **premises**:
 - between every change of tenant; and
 - within the first six (6) months of any new rental agreement; and
 - at a minimum every twelve (12) months during the period of the tenancy (including when on a periodic tenancy agreement).

As part of assessing a claim under this Extension of Cover **we** may require **you** to provide evidence and/or copies of reports in relation to these pre-tenancy checks and inspections. Failure to do so may result in a claim under this Extension of Cover being denied. If **we** accept a claim under this Extension of Cover, **we** will reimburse the cost incurred in seeking an assessment by a suitably qualified professional to confirm the **contamination**.

The maximum **we** will pay for this Optional Amendment in Cover is \$50,000 during any one **period of insurance** including any cost incurred in seeking an assessment by a suitably qualified professional to confirm the **contamination**.

What you are not covered for

1. **We** will not pay for **damage** to **property** while it is undergoing any process where **damage** results from it being processed.
2. **We** will not pay for any **damage** to any **building** that is vacant, awaiting or undergoing demolition and to any **contents**, fittings, plant and machinery associated with such **property**, unless **we** have agreed otherwise.
3. **We** will not pay for **damage** to textile blinds and awnings, shade cloth, shade houses, fibreglass houses and glass houses, gates, fences, signs and retaining walls caused by or arising from storm, rainwater, wind, hail or snow, except for as covered under Extension of Cover 11. 'Property in the open air'.
4. **We** will not pay for **damage** to the personal property of directors, partners and employees except for as covered under Extension of Cover 26. 'Personal effects'.
5. **We** will not pay for **damage** to **property** in transit outside of the **premises** other than **property** that is covered by Extension of Cover 14. 'Restricted transit'.
6. **We** will not pay for **damage** caused by or arising from:
 - (a) theft, other than
 - (i) physical **damage** to **property** at the **premises** during theft or any attempted theft;
 - (ii) theft of parts of the **building** or fixed plant in the open air when insured under this **cover section**; or
 - (iii) **property** comprising parts of the **building** or the landlords premises that are temporarily removed for service or repair;
 - (b) any legal liability that **you** have other than the legal liability that is covered within Extensions of Cover 12. 'Removal of Debris' (c);
 - (c) the incorrect siting of **buildings** as a result of error in design or specification, faulty workmanship or non-compliance with the requirements of any lawful authority;
 - (d) demolition ordered by local authorities, public or civil authorities or government as a result of failure by **you** to comply with any lawful requirement;
 - (e) any unexplained shortage, inventory shortage or disappearance of **property**;

- (f) **contamination of property by pollutants**, except when caused directly by a peril or event covered by this **cover section** or as covered within Optional Amendments in Cover 1. 'Chemical contamination' cover;
 - (g) the action of the sea or high water, unless caused by or arising from a direct consequence of an earthquake or seismological disturbance;
or
 - (h) erosion, landslide, mudslide, rockslide, subsidence, settling, seepage, shrinkage or expansion of earth, vibration or other earth movement, unless caused by or arising from a direct consequence within seventy-two (72) hours of a storm, of an earthquake, tsunami, subterranean fire, volcanic eruption, **flood** or water escaping from a water main owned by a water supply authority.
7. **We will not pay for consequential loss of any kind including (but not limited to) consequential loss due to delay, lack of performance, loss of contract, or depreciation in the value of land or stock.**
 8. **We will not pay for damage to boilers and other pressure vessels that have a value of more than \$250,000 where the damage is directly caused by the explosion or implosion of such boiler or pressure vessel. Provided that this does not apply to boilers used for domestic purposes.**
 9. **We will not pay for damage to property being constructed, built, erected, altered or dismantled, including all associated materials or supplies, provided that this does not apply to:**
 - (a) such **property** if the total cost of this work is less than \$500,000 or twenty percent (20%) of the **limit of liability** for the **premises** concerned, whichever is the lesser; or
 - (b) that portion of the **building** or part of any **property** that is not directly affected by such work.
 10. **We will not pay for obsolete or redundant plant and equipment that is no longer used in the business provided that this exclusion shall not apply to items kept for spare parts or stock.**
 11. **We will not pay for damage caused directly by or arising directly from:**
 - (a) mechanical, hydraulic, electronic or electrical breakdown, malfunction or failure of any **property** except for as covered under Extension of Cover 1. 'Breakdown of electrical motors';
 - (b) gradually operating causes such as, but not limited to wear and tear, disease, fading, tree roots, evaporation, change in flavour, colour, temperature or texture;
 - (c) mildew, mould, corrosion, rust, oxidisation, dry rot, corrosion;
 - (d) insects, termites, vermin;
 - (e) latent defects, inherent defects, faulty workmanship, faulty material, structural defects or faulty design;
 - (f) faults or defects known to **you** or any employee whose knowledge at law would be deemed to be **your** knowledge and not disclosed to **us** at the time this insurance was arranged, extended, varied or renewed;
 - (g) the total or partial stopping or interruption of work or any process or operation as a result of strikes and industrial disputes. Provided that this exclusion shall not apply in respect of **damage to property** directly caused by strikers, locked out workers or other persons engaged in supporting such activities;
 - (h) fraud or dishonesty by **you** or **your** directors, partners, employees, officers or any other persons who have an interest in the **property**;
 - (i) deliberate and unauthorised corruption, amendment or erasure of **electronic data** by **you** or **your** directors, partners, employees, officers or any other person who has an interest in the **property** whether acting alone or in collusion with any other person;
 - (j) the gaining of unauthorised access to **your** computer via any communication system that is used by **your** computer system by any person other than **you** or **your** directors, partners, employees, officers or any other person who has an interest in the **property**;
 - (k) the operation or presence of any computer program that alters or erases **electronic data** or programs in a manner that is undesired by **you**;
 - (l) computer virus, being an executable program or computer code segment that is self-replicating, requires a host program or executable disc segment in which it can be contained, and which destroys or alters the host program or other computer code or **electronic data**, causing undesired program or computer system operation;
 - (m) explosion or implosion of any pressure vessels (including any boilers):
 - (i) where the load on the safety valve upon the particular pressure equipment was in excess of the manufacturer's specification at the time of any **damage**; or
 - (ii) where any safety valve limiting pressure was removed or rendered inoperative;

(n) chipping, denting, defacing or scratching, except when caused directly by fire, lightning, explosion, impact by any road vehicle or animal, aircraft or other aerial devices or articles dropped from them, falling communication masts, towers, antennae or dishes, falling **buildings** or structures or parts thereof, meteorite, riot, civil commotion, persons taking part in an industrial dispute, persons acting maliciously, earthquake, **flood**, storm, the bursting, overflowing or discharging of tanks, apparatus or pipes containing water or liquid of any kind, or sprinkler leakage;

Provided that **we** will pay for any subsequent **damage** to **property** that is not otherwise excluded, caused directly by or arising directly from any peril or event referred to in (a) – (n) above.

(o) **We** will not pay for **damage** occurring within seventy-two (72) hours from the commencement of this policy caused by or arising from bushfire, **flood** or a cyclone named by the Bureau of Meteorology. Provided that this does not apply if:

- (i) the policy commenced immediately after another policy covering the same risk has expired, without a break in cover;
- (ii) **you** have entered into a contract of sale to purchase the **property** at the **premises**; or
- (iii) **you** have entered into a contract to lease the **property** at the **premises**.

12. **We** will not pay for **breakage** or **damage** to:

- (a) glass that is **stock** in trade or merchandise unless such **stock** is shown in the **schedule**;
- (b) glass that is only scratched, chipped or discoloured except for as covered within Extension of Cover 34. 'Malicious damage to glass'; or
- (c) **advertising (or identification) signs** except for as covered within Extension of Cover 33. 'Advertising (or identification) Signs'.

Definitions

The following definitions shall apply to the terms used in this cover section.

Term	Definition
Advertising (or identification) signs	Advertising (or identification) signs means signs made from glass or electrical illuminated signs permanently fitted to the building or within the boundaries of the premises .
Breakage or broken	Breakage or broken means a fracture extending through the entire thickness of the glass or in the case of laminated glass or plastic or perspex, the entire thickness of the laminate, plastic or perspex.
Contamination	Contamination means the discharge, dispersal, release, escape of any type of pollutant or contaminant into or upon property , land, atmosphere or any watercourse or body of water including, but not limited to, ground water.
Damage or damaged	Damage or damaged means accidental physical damage, destruction or loss.
Declared value	Declared value means the declared value shown in the schedule that applies to each type of property insured at a specific premises .
Increased building costs	Increased building costs means the difference between the cost of reinstatement actually incurred in accordance with the Basis of Settlement provisions of this cover section and the cost of reinstatement that would have applied had the catastrophe event not occurred.
Indemnity	Indemnity means to reinstate, replace or repair the insured property to a condition substantially the same as but not better or more extensive than its condition at the time of the damage , loss or destruction, taking into consideration age, condition, depreciation and remaining useful life.
Limit of liability	Limit of liability means 120% of the declared values shown in the schedule for a specific premises . This is the maximum amount that we will pay for all damage that arises out of any one source or original cause at such premises unless it is stated under any Extensions of Cover that payments will be made in addition to this amount.

Term	Definition
Major loss	<p>Major loss means a large scale destructive event, in the area in which the premises is located, which either:</p> <ol style="list-style-type: none"> 1. the Insurance Council of Australia has declared to be an ‘insurance catastrophe event’; or 2. as a consequence of the event, the relevant government authority has declared a state of emergency.
Property	<p>Property means buildings, contents, stock and any other items shown in the schedule which you own or for which you are legally responsible.</p>
Reinstatement	<p>Reinstatement means to restore that part of the property that is damaged and any undamaged property which has been dismantled to enable the restoration of the damaged property, so that the function, output and construction are similar to that part of the property when it was new, by repairing it or at our option replacing that part of the property with similar new property.</p>
Replacement	<p>Replacement means the cost to replace property with new property that has similar function, output and construction to that of the original property when it was new. This shall include all charges, fees and costs such as but not limited to local authority permit and approval charges, architects, engineers and other consultants fees necessarily incurred when replacing this property.</p>

BUSINESS INTERRUPTION

Under this **cover section you** can choose to take cover for:

1. 'Insurable gross profit with additional increased cost of working'; or
2. 'Additional increased cost of working only'.

What you are covered for

1. Insurable gross profit with additional increased cost of working

If 'Insurable Gross Profit' is shown in the **schedule**, **we** will pay for a reduction in **insurable gross profit** during the **indemnity period** that results from interruption or interference to **your business** caused by any **insured damage** that happens at the **premises**.

When **we** agree to provide cover for 'Insurable Gross Profit' under this **cover section**, **we** will also pay up to the **sum insured** shown in the **schedule** in the aggregate for the following 'Combined Extra Covers':

Combined Extra Covers:	Exclusions and restrictions that apply:
<p>(a) Accounts receivable</p> <p>We will pay for:</p> <ul style="list-style-type: none">(i) any amounts owed to you that cannot be collected as a direct result of insured damage to your accounts receivable records; and(ii) the necessary debt collection costs incurred with our consent to determine and collect the amounts owed to you.	<p>We will not pay for:</p> <ul style="list-style-type: none">(i) losses due to book-keeping or accounting errors or omissions;(ii) losses due to your dishonesty or the dishonesty of your directors, partners, employees and officers or any other person who have an interest in the accounts receivable records;(iii) bad debts that you would not normally choose to collect; and(iv) collection costs that you would normally incur.
<p>(b) Contractual Fines and Penalties</p> <p>We will pay for:</p> <ul style="list-style-type: none">(i) fines or damages for breach of contract resulting from non-completion or late completion of orders; or(ii) the discharge of contract purchases, cancellation notices, fines or damages for breach of contracts for the purchase of goods or services you cannot use during the indemnity period, less the value of these goods to you or the amount received for their sale.	<p>We will not cover any liability you may incur for exemplary, punitive or aggravated damages.</p>
<p>(c) Additional increase in cost of working</p> <p>We will pay for all costs not otherwise recoverable that are reasonably and necessarily incurred in order to lessen the reduction in insurable gross profit, resume or maintain your normal business operations or services.</p>	

2. Additional increased cost of working only

If 'Additional increased cost of working only' is shown in the **schedule**, **we** will pay for all costs that are reasonably and necessarily incurred in consequence of **insured damage** and within twelve (12) months from the date of the **insured damage** in order to lessen a reduction in **insurable gross profit**, resume or maintain **your** normal **business** operations or services following such **insured damage**.

How we will settle your claim

1. Sum insured

We will not pay more than the **sum(s) insured** shown in the **schedule**. When the **sum insured** for 'Insurable gross profit with additional increased cost of working' is reduced following a loss, **we** will automatically increase the reduced total **sum insured** to its value immediately before the loss, provided that **you** pay or agree to pay the additional **premium** required by **us**.

2. Settlement of business interruption claims

When **we** agree to provide cover for 'insurable gross profit', claims will be settled as follows:

a) During the first twelve (12) weeks

During the first twelve (12) weeks from the date on which the **insured damage** occurred:

Indicative industry rate of gross profit x amount by which the **turnover**, since the **insured damage** happened, fell short of the **turnover** in the corresponding twelve (12) weeks immediately before such **insured damage**

Plus any additional expenses necessarily incurred for the sole purpose of lessening the reduction in **insurable gross profit**, providing such additional expenses do not exceed the reduction in **insurable gross profit** avoided.

Any amount paid will be adjusted to take into account trends in the **business** and any other influences that would vary the **turnover**.

We will not reduce the amount paid by deducting expenses normally incurred in the **business** which reduce or cease as a result of **insured damage**.

b) After the first twelve (12) weeks

After the first twelve (12) weeks from the date on which the **insured damage** occurred and until the end of the **indemnity period**:

Calculated rate of gross profit x amount by which the **turnover**, since the **insured damage** happened, fell short of:

- (i) the **turnover** in the corresponding twelve (12) month period in the year before such **insured damage**; or
- (ii) a period of **your** normal **business** operations that corresponds most closely to the **indemnity period** if **your business** has operated for less than a year at the time of the **insured damage**.

Plus any additional expenses necessarily incurred for the sole purpose of lessening the reduction in **insurable gross profit**, providing such additional expenses do not exceed the reduction in **insurable gross profit** avoided.

Any amount paid will be adjusted to take into account:

- (i) any trends in the **business** and any other influences that would vary the **turnover**; and
- (ii) any expenses normally incurred in the **business** which reduce or cease as a result of **insured damage**.

3. Progress payments

We will make progress payments on a monthly basis where practical.

4. Accumulated stock

Any amount paid will be adjusted to take into account a fair allowance if any shortage in **turnover** is postponed because the **turnover** being temporarily maintained is from accumulated stock.

5. Departmental clause

If **your business** is conducted in departments and each of the departments **turnover** can be determined, the provisions of the Basis of Settlement will apply separately to each department affected by the **insured damage**.

6. Closure of your business

If during the **indemnity period** you permanently close **your business**, for any reason (including involuntary closure), then the **indemnity period** will end on the day you permanently close **your business** unless **we** agree in writing to continue this period.

Nothing in this clause shall affect **your** right to an equitable adjustment where the decision to close the **business** is taken with **our** approval and arises directly as a result of the interruption or interference of **your business** from a circumstance covered by this **cover section**.

7. New business

In the event of **insured damage** occurring at the premises before the completion of the first year's trading of **your business**, adjustments shall be made to the **calculated rate of gross profit, rental income** and **turnover** as may be necessary to convert to a 12 month equivalent figure from the commencement date of your **business** and the date of the **insured damage**.

8. Underinsurance

We will reduce **your** claim for 'insurable gross profit' if the **sum insured** for **insurable gross profit** is less than the **calculated rate of gross profit** applied to eighty percent (80%) of the **turnover** from the twelve (12) months immediately before the **insured damage** happened.

We will only pay the proportion of any claim that **sum insured** for **insurable gross profit** bears to eighty percent (80%) of the **turnover** for the year immediately prior to the date of the **insured damage**.

If the **indemnity period** is more than twelve (12) months the **turnover** figure used for the calculation of underinsurance will be proportionally increased.

If the **sum insured** for 'insurable gross profit' shown in the **schedule** has been calculated using a Business Interruption Calculator approved by **us** and **your** 'GST exclusive sales income' figures from **your** Business Activity Statement are as stated in the calculation from the approved calculator, then this clause will not apply.

Underinsurance example:

- (a) **You** take out a policy with a twelve (12) month **indemnity period** where the **sum insured** for **insurable gross profit** is \$600,000.
- (b) **Your turnover** for the year immediately prior to the date of the **insured damage** was \$1,000,000.
- (c) 80% of the **turnover** for the year immediately prior to the date of the **insured damage** is \$800,000.
- (d) **You** make a claim for a reduction in **insurable gross profit** totalling \$400,000.

(a) sum insured			
(c) 80% of turnover for the year prior	x	(d) amount of claim	
(a) \$600,000			
(c) \$800,000	x	(d) \$400,000	= \$300,000

Our payment to **you** would be reduced to \$300,000, less any **excess**.

Extensions of Cover

Except where stated otherwise, provided that the total **sum insured** shown in the **schedule** for this **cover section** is not exceeded, **we** will provide cover for the following Extensions of Cover in respect of either 'Insurable gross profit with additional increased cost of working' or 'Additional increased costs of workings only'.

Extensions of cover:	Exclusions and restrictions that apply:
<p>1. Catastrophe cover</p> <p>When Extension of Cover 20 'Catastrophe cover' under the Property Protection cover section applies, and the indemnity period stated in the schedule is twelve (12) months or more, we will increase the indemnity period by a further three (3) months, providing that you undertake the reinstatement of your business at the existing or an alternative premises.</p>	<p>This Extension of Cover only applies to 'insurable gross profit with additional increased cost of working'.</p>
<p>2. Computer Equipment</p> <p>We will cover interruption or interference of your business caused by insured damage to computer installations including ancillary equipment and data processing media utilised by you.</p>	<p>We will not pay more than twenty percent (20%) of the sum insured for insurable gross profit in respect of this Extension of Cover.</p>

Extensions of cover:	Exclusions and restrictions that apply:
<p>3. Customers and Suppliers</p> <p>We will cover interruption or interference of your business caused by insured damage to:</p> <p>(a) property at the premises of any of:</p> <ul style="list-style-type: none"> (i) your suppliers of goods, materials, produce, or services, including their direct suppliers; (ii) repairers or processors of materials, components or goods used by the business; or (iii) manufacturers of products utilised or sold by the business. <p>(b) property at:</p> <ul style="list-style-type: none"> (i) the premises of any of your customers, or property at the premises of their direct suppliers or customers; or (ii) work sites when your business includes work away from your premises. 	<p>We will not pay more than twenty percent (20%) of the sum insured for insurable gross profit in respect of this Extension of Cover.</p> <p>We will not pay for losses involving utilities under this Extension of Cover.</p>
<p>4. Explosion of boilers and pressure vessels</p> <p>We will cover interruption or interference of your business caused by an explosion or implosion of a boiler or pressure vessel.</p>	
<p>5. Insured damage in the vicinity</p> <p>We will cover interruption or interference of your business caused by insured damage :</p> <p>(a) to any property within a multi-tenanted commercial complex within which your business is located; or</p> <p>(b) to property within a fifty (50) kilometre radius of your premises; which prevents the use or access to the premises.</p>	<p>This Extension of Cover only applies if the damage would have been covered under the Property Protection cover section if the property in the vicinity of the premises had been insured under that cover section.</p>
<p>6. Non-owned property at the premises</p> <p>We will cover interruption or interference of your business caused by insured damage to your landlord's and/or other non-owned property used by you at the premises.</p>	
<p>7. Registered motor vehicles</p> <p>We will cover interruption or interference of your business caused by Insured damage to registered motor vehicles, motorcycles, caravans and trailers that are owned and/or operated by you but only while at your premises.</p>	
<p>8. Prevention of access by a public or civil authority</p> <p>We will cover interruption or interference of your business caused by any legal authority:</p> <p>(a) restricting or preventing access to your premises; or</p> <p>(b) imposing a public evacuation;</p> <p>as a result of damage to or threat of damage to property within a fifty (50) kilometre radius of your premises.</p>	<p>There is no cover for any disease declared to be a listed human disease under the Biosecurity Act 2015 (Cth) (as amended from time to time, replaced or substituted) whether discovered at the location of your premises, or elsewhere.</p>

Extensions of cover:	Exclusions and restrictions that apply:
<p>9. Prevention of access due to murder, suicide or infectious disease</p> <p>We will cover interruption or interference of your business caused by:</p> <ul style="list-style-type: none"> (a) closure or evacuation of all or part of the premises by any legal authority as a result of vermin or other animal pests at the premises; (b) bomb threat at or to the premises; (c) the outbreak of an infectious or contagious human disease occurring within a twenty (20) kilometre radius of your premises; (d) hygiene problems associated with drains or other sanitary arrangements at the premises; (e) poisoning directly caused by the consumption of food or drink provided on the premises; and (f) murder or suicide occurring at or within a twenty (20) kilometre radius of your premises. 	<p>There is no cover for any disease declared to be a listed human disease under the Biosecurity Act 2015 (Cth) (as amended from time to time, replaced or substituted) whether discovered at the location of your premises, or elsewhere.</p>
<p>10. Storage, transit, bridges, railway lines and roads</p> <p>We will cover interruption or interference of your business caused by insured damage to:</p> <ul style="list-style-type: none"> (a) your property stored at any premises not occupied by you; (b) your property while in transit outside of the premises occupied by you; or (c) bridges, railway lines and roads over which stock, components and materials are conveyed to and from the premises. 	<p>We will not pay more than twenty percent (20%) of the sum insured for insurable gross profit in respect of this Extension of Cover.</p>
<p>11. Utilities</p> <p>We will cover interruption or interference of your business caused by insured damage to land based property that belongs to or is controlled by any organisation that produces, supplies or delivers communication services, electricity, gas, water or sewerage used by the business.</p>	<p>We will not pay for claims unless the interruption of the supply extends for greater than forty-eight (48) hours unless the property of the supplier is at or immediately adjacent to your premises.</p>

All Extensions of Cover are subject to the terms, conditions and exclusions of this **cover section** and all **general terms and conditions**.

Optional Amendments of Cover

Extensions of cover:	Exclusions and restrictions that apply:
<p>1. Additional claims preparation costs</p> <p>If 'Additional Claims Preparation Costs' is shown in the schedule in addition to payment available for professional fees to assist you in the preparation and negotiation of a claim under General Terms and Conditions 2. Our Actions and Obligations (b), we will pay for costs incurred that are not otherwise recoverable for processing and certifying details of claims under cover sections Property Protection and Business Interruption.</p>	<p>We will pay up to the sum insured shown in the schedule for 'Additional Claims Preparation Costs.'</p>

Definitions

The following definitions shall apply to the terms used in this **cover section**.

Term	Definition
Calculated rate of gross profit	Calculated rate of gross profit means the ratio of insurable gross profit to turnover earned during the financial year immediately before the financial year in which the insured damage happened.
Damage or Damaged	Damage or damaged means accidental physical damage, destruction or loss.
Indemnity period	For the purpose of this cover section only, indemnity period means the period that starts with the occurrence of the damage that causes the interruption or interference to your business and ends no later than the number of months shown in the schedule during which the interruption or interference to your business occurs.
Indicative industry rate of gross profit	Indicative industry rate of gross profit means ratios from data provided by an insurance industry specialist chosen by us , matched to businesses of the same ANZSIC classification as your business .
Insurable gross profit	Insurable gross profit means turnover less the cost of freight, packing, bad debts, and the purchase of goods, materials, components, or stock .
Insured damage	<p>Insured damage means:</p> <ol style="list-style-type: none"> damage when both the property that is damaged and the cause of the damage is covered, or would have been covered but for the application of and excess, by: <ul style="list-style-type: none"> (a) your policy under one or more of the following cover sections: <ul style="list-style-type: none"> (i) Property Protection; (ii) Crime; or (iii) Portable Property; (b) another insurance policy that insures your property and names you as the insured. <p>Provided that:</p> <ol style="list-style-type: none"> we receive written confirmation of the extent of cover from the insurer who issued this other policy; and cover for both the property that is damaged and the cause of the damage that would have been covered, or would have been covered but for the application of an excess, under one of the cover sections shown in 1. (a) above had that cover section formed part of your policy; or <ol style="list-style-type: none"> damage to property noted within any of Extensions of Cover of this cover section which would have been covered under one or more of the following cover sections: <ul style="list-style-type: none"> (i) Property Protection; (ii) Crime; or (iii) Portable Property; <p>if it had been insured under that cover section as part of your policy when the damage happened.</p> <p>Insured damage excludes damage to property where such property is located outside Australia.</p>

Term	Definition
Rental income	Rental income means your rental income including any other monies paid by the lease under the terms of the rental or leasing agreement.
Turnover	<p>Turnover means:</p> <ul style="list-style-type: none"> (a) income derived from the sale of products and services including electrical power generated and sold or any Government approved incentives, subsidies or market development allowances you are entitled to in relation to your business in the course of your business; and (b) rental income shown in the schedule including any other monies paid by the lessee under the terms of the rental or leasing agreement.

CRIME

Under this cover section you can choose to take cover for:

1. 'Theft';
2. 'Money'; and/or
3. 'Employee Fraud'

What you are covered for

We will pay up to the **sum insured** shown in the **schedule** for:

1. Theft

property that is lost or **damaged** as a result of **theft** at the **premises** following:

- (a) visible, forcible and violent entry into or exit from **buildings** at the **premises**;
- (b) a person hiding on the **premises** during normal operating hours until the **premises** are closed and **locked up**;
- (c) an actual, attempted or threatened armed hold up;
- (d) an actual, attempted or threatened assault or violent act; or
- (e) an actual visible, forcible violent entry into any **locked** cabinet, counter or showcase;

that happens during the **period of insurance**;

2. Money

loss, **damage** or destruction of **your money**, including **theft of money**:

- (a) whilst in direct **transit** to or from the **premises**;
 - (b) while contained in the night **safe**, night depository chute or automatic teller machine of any **bank** up until the close of business on the next **bank** trading day following **your** deposit;
 - (c) on the **premises**;
 - (d) in a **locked safe** or **strongroom**; or
 - (e) in **your** personal custody or the personal custody of an authorised person while in a private residence at the time of the loss;
- during the **period of insurance**; or

3. Employee Fraud

employee fraud resulting in loss of **property** or **money** provided:

- (a) **you** are able to identify which of **your employees** are responsible; or
- (b) **you** can satisfactorily demonstrate that the loss was caused by the dishonest conduct of one or more **employees**;

and the **employee fraud** is discovered within one (1) year following the expiry of the **period of insurance** or within one (1) year of the date upon which **your employee** committing the **employee fraud** ceased to be in **your** employment, whichever occurs first.

How we will settle your claim

1. Sum insured

We will not pay more than the **sum(s) insured** shown on the **schedule**. When a **sum insured** for 'theft', 'money' or 'employee fraud' is reduced following loss, **theft** or **employee fraud** covered by this **cover section**, we will automatically increase the reduced **sum insured** to its value immediately before the loss, provided that **you** pay or agree to pay the additional **premium** that we require. The maximum amount we will pay for all acts of **employee fraud** involving a specific **employee** remains limited in the aggregate to the **sum insured**.

2. Excess

The **excess** that applies is shown in the **schedule**.

For **employee fraud** you are liable for the **excess** for each and every claim resulting from an act or series of related acts of **employee fraud** by

your employee.

Only one **excess** will apply to all claims resulting from the same event.

3. Settlement of crime claims

When **we** provide cover under this **cover section**, **we** will settle claims as follows depending on the type of **property** or **money** lost or **damaged**:

Types of property/money	How we will settle claims
Certificates of stock, bonds, coupons and all other types of securities	(a) the cost of replacement paid or payable by you ; or (b) actual market value of lost, damaged or destroyed securities at the close of business on the business day immediately preceding the date on which the loss was discovered.
Contents	We will have the option of: (a) repairing or replacing the contents ; (b) paying you the cost of repair or replacement of the contents .
Loss of subscription, conversion or redemption privileges through the loss of any security	The value immediately preceding the expiration of the subscription, conversion or redemption, in the currency in which the loss was sustained.
Money (other than certificates of stock, bonds, coupons and all other types of securities or travellers cheques)	We will pay the amount of money lost.
Safes or strongrooms	We will have the option of: (a) repairing the safe or strongroom ; (b) replacing the safe or strongroom with an item of a specification equal to but not better or more extensive than it was when new; or (c) paying you the cost of repairing or replacing the safe or strongroom .
Stock	We will have the option of: (a) paying you the market value of the stock at the time of the loss or damage ; (b) where the stock can no longer be sold at its full value, paying you the value of such stock at the time of the damage but no more than its original cost to you ; (c) replacing or repairing the stock with property or materials equal to or of a similar standard and specification as the stock before it was damaged; or (d) paying the cost of repair or replacement of the stock .
Travellers cheques, discount house vouchers or lottery tickets	The original purchase price incurred by you .

4. Foreign currencies

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

Extensions of Cover

We will, if they apply, provide cover for the following Extensions of Cover:

Extensions of cover:	Exclusions and restrictions that apply:
<p>1. Bank or public holiday increase</p> <p>The sum insured for 'money' is increased by 100% on days that are bank or public holidays. This increase shall continue to apply up until 4:00pm on the first bank trading day after such holiday.</p>	<p>Provided that this Extension of Cover does not apply to:</p> <p>(a) damage to safes and strongrooms; or (b) money on premises outside business hours; and is not cumulative with Extension of Cover 17. – 'Seasonal or festive increase'.</p>

Extensions of cover:	Exclusions and restrictions that apply:
<p>2. Business records</p> <p>In addition to the sums insured for 'theft' or 'money' we will also pay the costs necessarily incurred by you to recompile business books, computer system records, patterns, plans, and other business records following a theft which is covered by this cover section.</p>	<p>The maximum amount that we will pay for this Extension of Cover during the period of insurance is limited to \$25,000.</p>
<p>3. Clothing and personal effects</p> <p>In addition to the sums insured for 'theft' or 'money' we will also pay the cost of replacing personal effects that are lost or damaged during theft.</p>	<p>The maximum amount we will pay for this Extension of Cover is limited to \$10,000 in total any one event.</p>
<p>4. Contents in storage</p> <p>If 'Theft' is shown as 'Included' in the schedule we will pay for theft of property whilst stored in a secure commercial storage facility in Australia, providing the commercial storage facility is:</p> <ul style="list-style-type: none"> (a) fully enclosed and lockable; and (b) only accessible by you or someone authorised by you. 	<p>The maximum we will pay for this Extension of Cover is:</p> <ul style="list-style-type: none"> (a) \$25,000 any one event; or (b) The sum insured for 'theft'; <p>whichever is less.</p>
<p>5. Continuity of cover</p> <p>If:</p> <ul style="list-style-type: none"> (a) 'Employee Fraud' is shown as 'Included' in the schedule; (b) This cover section is replacing any prior employee fraud/fidelity policy/coverage held by you with any other insurer; and (c) cover under this cover section commences immediately after cover under the prior policy/coverage ends; <p>then this cover section extends to cover any employee fraud discovered during the period of insurance where that employee fraud is not covered by the previous policy/coverage solely because it was not discovered during the time the previous policy/coverage was in force or during any applicable extended reporting period.</p>	<p>Provided that under this Extension of Cover:</p> <ul style="list-style-type: none"> (a) the amount of the loss shall form part of and will not be in addition to the sum insured; and (b) the property or money lost would have been covered under this cover section if this cover section had been in force when the employee fraud causing the loss was committed. <p>We will pay the lesser of:</p> <ul style="list-style-type: none"> (a) the amount which would have been payable under the prior policy/coverage if the prior policy/coverage had continued in force or had applied at the date of discovery of the employee fraud; or (b) the sum insured for 'employee fraud' at the date of substitution.
<p>6. Cost of recovery</p> <p>If 'Employee Fraud' is shown as 'Included' in the schedule and you sustain an employee fraud loss covered by this cover section that is greater than the sum insured, we will pay for costs and expenses you have reasonably incurred in an attempt to recover lost property or money.</p>	<p>The maximum we will pay for this Extension of Cover is limited to an additional twenty percent (20%) of the sum insured for 'employee fraud'.</p>
<p>7. Counterfeit currency</p> <p>If 'Money' is shown as 'Included' in the schedule we will, subject to the sum insured for 'money', also pay for loss of money due to your acceptance of counterfeit Australian currency for goods or services supplied by you in connection with your business.</p>	<p>The maximum we will pay for this Extension of Cover is limited to \$500 in total, any one period of insurance.</p>
<p>8. Death following assault benefit</p> <p>Following a theft which is covered by this cover section, if any person is injured while protecting or attempting to protect property or money from theft and death results from this injury within twelve (12) months, in addition to the sums insured for 'theft' or 'money' we will pay a \$10,000 'death following assault benefit' to the estate of that person.</p>	
<p>9. Disposal of damaged property</p> <p>In addition to the sum insured for 'theft' we will also pay the costs necessarily incurred by you to dispose of damaged property as a result of theft of property which has no salvage value.</p>	<p>The maximum we will pay for this Extension of Cover is limited to \$5,000 in total any one event.</p>

Extensions of cover:	Exclusions and restrictions that apply:
<p>10. Illegal use of corporate credit cards</p> <p>If 'Theft' is shown as 'Included' in the schedule and any corporate credit card used by the business is lost or stolen during the period of insurance, we will pay for any financial loss sustained by you arising from the illegal use of the card by an unauthorised person.</p>	<p>Provided that:</p> <p>(a) we will not pay any financial loss arising from the misuse or illegal use of corporate credit cards by your employees or any other person acting in collusion with an employee of yours unless 'Employee Fraud' is shown as 'Included' in the schedule; and</p> <p>(b) the maximum we will pay for this Extension of Cover is limited to \$5,000 in total any one event.</p>
<p>11. Locks and Keys</p> <p>In addition to the sums insured for 'theft' or 'money' we will pay:</p> <p>(a) the cost incurred to replace the locks, keys, magnetic keys or cards or similar devices;</p> <p>(b) the cost incurred to replace the sequence of numbers or letters that become known by any unauthorised person;</p> <p>(c) the cost incurred to replace the unauthorised duplication of keys, magnetic keys or cards or similar devices;</p> <p>(d) the cost of opening any safes and strongrooms; or</p> <p>(e) other costs that are necessarily incurred to restore the security of the premises to the same level of security that existed prior to the loss of these keys;</p> <p>if during the period of insurance any locks, keys, magnetic keys or cards or similar devices or combinations used at the premises are stolen or there are reasonable grounds to believe these have been duplicated.</p>	<p>The maximum we will pay for this Extension of Cover is limited to \$10,000 in total any one event.</p>
<p>12. Money during business travel</p> <p>In addition to the sum insured for 'money', we will pay for loss of money in your custody while you are travelling for your business anywhere in the world.</p>	<p>The maximum we will pay for this Extension of Cover is limited to \$10,000 in total, any one event.</p>
<p>13. Proof of loss</p> <p>For employee fraud covered by this cover section, we will accept as proof of your loss, a certified statement from your auditors or accountants that shows the value of the property or money that is lost.</p>	
<p>14. Property temporarily removed</p> <p>We will pay for theft of property (if 'Theft' is shown as 'Included' in the schedule) during the period of insurance as insured by this cover section while your property is temporarily removed to any other premises within Australia.</p> <p>Provided that:</p> <p>(a) we will not cover alcoholic beverages, cigars, cigarettes, tobacco or tobacco products; and</p> <p>(b) we will not cover property that is on consignment to other parties unless it is owned by you or is property for which you are responsible.</p>	<p>The maximum we will pay for this Extension of Cover is limited to twenty percent (20%) of the sum insured for 'theft'.</p> <p>This Extension of Cover will not apply to any property which has been removed for a period greater than ninety (90) days without our prior written consent.</p>
<p>15. Safes and strongrooms</p> <p>In addition to the sums insured for 'theft' or 'money' we will also pay:</p> <p>(a) damage to safes and strongrooms following theft;</p> <p>(b) the cost of opening any safes and strongrooms damaged as a result of theft.</p>	<p>The maximum amount we will pay for this Extension of Cover is limited to \$10,000 in total any one event, unless shown otherwise in the schedule.</p>

Extensions of cover:	Exclusions and restrictions that apply:
<p>16. Seasonal or festive increase</p> <p>The sums insured for:</p> <p>(a) 'theft'; and</p> <p>(b) "money",</p> <p>are increased by fifty percent (50%) for losses occurring during any time that you can reasonably demonstrate that the respective levels of stock (for 'theft') or money (for 'money') during the period have risen by more than twenty percent (20%) above standard levels and that the increase has happened solely for the purpose of meeting additional customer demand associated with the happening of festive, holiday, religious, bank holidays or ethnic events.</p> <p>Provided that if 'Contents including stock' is shown as 'Included' in the schedule the increased cover will only apply to the portion of the total amount that relates to stock.</p>	<p>Provided that this Extension of Cover:</p> <p>(a) will not extend the insurance beyond the period of insurance;</p> <p>(b) does not apply to money on premises outside business hours; and</p> <p>(c) will not apply to money on the individual days mentioned under Extension of Cover 1. – 'Bank or public holiday increase'.</p>
<p>17. Security</p> <p>In addition to the sums insured for 'theft' or 'money', we will pay the costs necessarily incurred by you to replace and develop security film and restore the security system to its former functionality following theft that is covered by this cover section.</p>	<p>The maximum we will pay for this Extension of Cover is limited to \$10,000 in total, any one event.</p>
<p>18. Temporary cover for new premises</p> <p>We will pay for theft of property (if 'Theft' is shown as 'Included' in the schedule) or loss of money (if 'Money' is shown as 'Included' in the schedule) as insured by this cover section at any premises that is used by your business for the first time during the period of insurance for a period of ninety (90) days from the date you first occupy new premises.</p> <p>Provided that:</p> <p>(a) the new premises have building and security features that are similar to those at one of the premises shown in the schedule, having the same occupation;</p> <p>(b) any money is the property of the business shown in the schedule; and</p> <p>(c) You must provide us with full details of the new premises within ninety (90) days of you first using the new premises.</p> <p>If we agree to cover the property at the new premises beyond the ninety (90) consecutive day period, you must pay any additional premium we ask for.</p>	<p>The maximum we will pay for this Extension of Cover is limited to:</p> <p>(a) fifty percent (50%) of the sum insured for theft; and</p> <p>(b) fifty percent (50%) of the sum insured for money.</p>
<p>19. Temporary protection</p> <p>Following a theft which is covered by this cover section, we will, in addition to the sums insured for 'theft' or 'money' pay for costs necessarily incurred by you to safeguard the premises including but not limited to temporary repairs or the employment of security personnel or guards.</p>	<p>The maximum we will pay for this Extension of Cover is limited to \$10,000 in total, any one event.</p>
<p>20. Theft without forcible entry</p> <p>If 'Theft' is shown as 'Included' in the schedule we will, subject to the sum insured for 'theft', pay for loss or damage to property caused by theft from the premises even if there is no visible forcible and violent entry.</p>	<p>Provided that under this Extension of Cover we will not pay for:</p> <p>(a) theft involving shoplifting;</p> <p>(b) theft by you or any of your employees; or</p> <p>(c) consequential loss of any kind.</p> <p>'What you are not covered for' 1. 'theft from any open-sided structure' does not apply to this Extension of Cover.</p> <p>The maximum we will pay for this Extension of Cover is limited to \$20,000 any one event.</p>

Extensions of cover:	Exclusions and restrictions that apply:
<p>21. Trade shows, fairs and exhibitions</p> <p>If 'Theft' is shown as 'Included' in the schedule we will, subject to the sum insured for 'theft' pay for theft of property whilst at trade shows, fairs and exhibitions including whilst in transit between the premises and the trade show, fair or exhibition.</p>	<p>The maximum we will pay for this Extension of Cover is sum insured for 'theft' or \$25,000 any one event, whichever is less.</p>
<p>22. Utility authority charges</p> <p>If 'Theft' is shown as 'Included' in the schedule we will, subject to the sum insured for 'theft', also pay for the costs levied on you by any utility company or authority for water, gas and electricity usage arising from the theft of water or gas at the premises.</p>	<p>The maximum we will pay for this Extension of Cover is limited to \$10,000 in total, any one event.</p> <p>The benefits payable under 'Property Protection' cover section Extension of Cover - 17. 'Utility authority charges' shall not be cumulative.</p>

All Extensions of Cover are subject to the terms, conditions and exclusions of this **cover section** and all **general terms and conditions**.

Optional Extensions of Cover

1. Additional audit and claims preparation costs

If 'Additional audit and claims preparation costs' is shown as 'Included' in the **schedule** in addition to payment available for 'Claims preparation costs' under the **General Terms and Conditions** of this policy, **we** will pay costs incurred with **our** approval for reasonable professional fees and such other expenses for processing and certifying details of a claim for **employee fraud** under this **cover section** up to an amount equal to the **sum insured** for 'Additional Audit and Claims preparation costs'.

Optional Amendments in Cover

1. Theft

Where 'Theft' is shown as 'Not included' in the **schedule we** will not pay for **property** that is lost or **damaged** as a result of theft.

2. Money

Where 'Money' is shown as 'Not included' in the **schedule we** will not pay for loss of **money** including **theft of money** except where 'Employee Fraud' is shown as 'Included' in the **schedule** and then only to the extent of such cover.

3. Employee Fraud

Where 'Employee Fraud' is shown as 'Not included' in the **schedule we** will not pay for **employee fraud**.

What you are not covered for

We will not pay for:

1. **theft of property** from any open-sided structure such as, but not limited to, verandas, yards or other open spaces whether they are partially or fully enclosed by a **building** or not;
2. **theft of property** when entry has been made using keys or security codes;
3. **physical damage to property** on the **premises** during **theft**;
4. **theft** of motorised vehicles (other than forklifts or similar mobile lifting plant, not otherwise insured) and/or watercraft;
5. **theft of money** from an unattended vehicle that is not **locked**;
6. **theft of money** from a **safe** or **strongroom** when the locking device is opened by:
 - (a) a key, a magnetic key or card, or similar device;
 - (b) a sequence of numbers or letters, or numbers and letters; or
 - (c) any combination of the security devices shown in 6. (a) and 6. (b) above, when these security devices are left unsecured on the **premises**;

7. **theft** of obsolete or redundant plant and equipment that is no longer used in the **business** provided that this exclusion shall not apply to items kept for spare parts or **stock**;
8. **theft of money** from a **safe** or **strongroom** that is not **locked** during non-**business hours**;
9. unexplained disappearances or unexplained shortages whether resulting from clerical or accounting errors or shortages in the supply of materials to or by **you**;
10. consequential loss of any kind;
11. **theft of money or property** using the dishonest manipulation of any database or computer system;
12. loss of **money** while professional money carriers, professional carriers or common carriers are carrying it;
13. loss of **money** due to fraudulent or dishonest acts by **you** or **your employees**, except for:
 - (a) **theft** of money by **your employees** following visible, forcible and violent entry to the **premises**; or
 - (b) **employee fraud** if shown as 'Included' in the **schedule**;
14. any loss for **employee fraud** resulting directly or indirectly from trading in securities or derivatives whether or not in **your** name and whether or not in a genuine or fictitious account;
15. loss for **employee fraud** where proof of its existence or amount depends on any comparison of inventory records with a physical count or a profit and loss computation;
16. for **employee fraud** caused by a particular **employee** that occurs after:
 - (a) **you** become aware of an act of **employee fraud** by that particular **employee**; or
 - (b) **you** suspect that an **employee** has committed an act of **employee fraud**.

Special Condition

Following **employee fraud**, **you** must retain, to the extent allowed by law, all monies and other assets that are due to any of **your employees** involved in the loss as **we** will treat these monies or assets as a deduction from the amount of the loss.

Definitions

The following definitions shall apply to the terms used in this **cover section**.

Term	Definition
Bank	Bank means a bank, building society or credit union or an agency for any of these, that is in the business of providing banking services to the public.
Business hours	Business hours means your office and business hours including any overtime hours when you or your employees are on the premises for business purposes.
Damage or damaged	Damage or damaged means accidental physical damage, destruction or loss.
Employee	Employee means any person that you have the right to direct during your business activities who is: <ol style="list-style-type: none"> 1. employed by you; 2. apprenticed to you; 3. hired or seconded from another party by you; 4. an executive, director or officer of your business whilst performing acts falling within the scope of the usual duties of an employee; or 5. a voluntary worker.

Term	Definition
Employee fraud	<p>Employee fraud means the unlawful taking of property or money by your employee, whether acting alone or in collusion with others, with the intent to:</p> <ol style="list-style-type: none"> 1. cause loss to you; 2. cause loss to any superannuation or pension scheme formed by you and exclusively for the benefit of employees, but does not include any scheme that is administered by a professional fund manager; 3. cause loss to any welfare, social or sporting club formed with your knowledge and consent exclusively for the benefit of employees and their families; or 4. benefit any person or organisation other than you.
Locked	<p>Locked means to engage locking mechanisms and activate all security features of a device so that the maximum level of security obtainable by the device is achieved.</p>
Money	<p>Money, for the purpose of this cover section only, is extended to include funds held in electronic form in a bank account, money held in trust or for which you are responsible, and which is not otherwise insured and shall also include any cash carrying bag used with the transit.</p>
Property	<p>Property, for the purpose of this cover section only, means any tangible property both real or personal of every kind and description belonging to you or that you are responsible for, or which you have assumed responsibility to insure prior to the occurrence of any loss. Provided that this does not include money.</p>
Safe	<p>Safe means a burglar-resistant container that has been designed to resist fire and attack by hand-held or power-operated tools which has been specifically designed for the storage of money and valuables but does not include automated teller machines (ATMs).</p>
Strongroom	<p>Strongroom means a burglar resistant structure constructed of masonry and steel that has been designed to resist fire and attack by hand-held or power-operated tools and has been specifically designed for the storage of money and valuables.</p>
Theft	<p>Theft means theft or attempted theft and excludes employee fraud.</p>
Transit	<p>Transit means money in your personal custody or in the custody of persons authorised by you whilst being conveyed within Australia.</p>
You or your	<p>You or your, for the purpose of loss of money events, is extended to include your directors, officers, partners, employees and if you are a registered club, your club members while acting for the club.</p>

PORTABLE PROPERTY

What you are covered for

We will pay up to the **sum insured** shown in the **schedule** for **items** used in **your business** that are **damaged** anywhere in the world during the **period of insurance**.

How we will settle your claim

1. Sum Insured

We will not pay more than the **sum(s) insured** for **specified property** and **unspecified property** shown in the **schedule** during the **period of insurance**. If we pay an amount for a claim under this **cover section**, we will automatically reinstate the **sum insured** to the amount shown on the **schedule**, provided that **you** pay or agree to pay the additional **premium** that we require.

2. Excess

You are liable for the **excess** for each and every claim for an event that results in **damage**.

3. Settlement of Portable Property Claims

When we agree to provide cover for **damage** to **items**, we will pay for the repair or replacement of such **items**. The maximum we will pay for **unspecified property** is limited to a maximum amount of \$2,500 for any one **item**.

What you are not covered for

1. We will not pay for consequential loss of any kind.

2. We will not pay for **damage** caused by or arising from:

- (a) mechanical, hydraulic, electronic or electrical breakdown, malfunction or failure of any **item**;
- (b) corruption or loss of **electronic data**;
- (c) insects, termites, vermin;
- (d) chipping, denting or scratching or other aesthetic defects that do not affect the operation or function of the **item**;
- (e) gradually operating causes such as, but not limited to, wear and tear, atmospheric conditions, mildew, corrosion, disease, fading, rusting or other forms of oxidisation; or
- (f) latent defects, inherent defects, faulty workmanship, faulty material, structural defects or faulty design;

Exclusions 2. (a), (c), (e) and (f) shall apply only to the part of the **item** immediately affected and we will pay for any **damage** to any **item** that is not otherwise excluded that results from **damage** caused by or arising directly from any of these causes.

3. We will not pay for:

- (a) mobile plant, motorised vehicles, watercraft, aerial devices, firearms or **money**; and
- (b) **damage to stock** once it has been used or incorporated into any contract.

Definitions

The following definitions shall apply to the terms used in this **cover section**.

Term	Definition
Damage or Damaged	Damage or damaged means accidental physical damage, destruction or loss.
Item	Item means specified property and unspecified property .
Specified property	Specified property means an item that has been individually described and shown in the schedule .
Unspecified property	Unspecified property means items of contents or stock where 'Unspecified Contents' and 'Unspecified Stock' are shown respectively in the schedule .

EQUIPMENT BREAKDOWN

What you are covered for

We will pay the costs incurred by **you** for the repair or replacement of **insured equipment** following **breakdown** occurring at the **premises** during the **period of insurance**, in accordance with the 'How we will settle your claim' clause below.

How we will settle your claim

1. Sum insured

Where the '**Specified equipment** option' has been selected, **we** will pay no more than the **sum insured** shown in the **schedule** for the **specified equipment** item which is the subject of the claim.

2. Limit any one loss

Where the '**Equipment - blanket cover** option' has been selected, **we** will pay no more than the **sum(s) insured** amounts shown in the **schedule** for each and all **Equipment - blanket cover** items which are the subject of the claim.

3. Excess

The **excess** that applies for each and every claim is shown in the **schedule**.

4. Settlement of equipment breakdown claims

When **we** agree to provide cover for **breakdown** to **insured equipment**, in the event of a claim **we** will:

(a) where the **insured equipment** is repairable, pay the cost of repairing the **insured equipment** to a condition substantially the same as but not better than or more extensive than its condition when new.

We will not pay any costs related to any alterations, additions, improvements or upgrades, modifications or overhauls.

(b) where the **insured equipment** cannot be repaired, or is deemed by **us** to be beyond economical repair, **we** will pay the cost of its replacement by similar **insured equipment** in a condition equal to but not better or more extensive than its condition when new.

(c) where any damage arising from the **breakdown** is confined to a part of the **insured equipment**, the amount that **we** will pay will not exceed the sum representing the cost which **we** could have been called upon to pay for replacement if such **insured equipment** had been wholly destroyed.

5. Improvement

If an item of **insured equipment**, which is the subject of the claim, cannot be repaired without improving the output capacity or efficiency of that item, **our** payment will be limited to the cost of replacing the **insured equipment** less an amount equal to the value of any such improvements.

6. Maintenance agreements

We will not pay for repairs or replacement of **insured equipment** which is the subject of the **breakdown** when any other party other than **you** has responsibility to repair or replace such **insured equipment**.

7. Obsolete items

If the **insured equipment** is unable to be repaired because parts or materials have become obsolete or no longer available, settlement will be based on the **net realisable value**.

Extensions of Cover

Where **we** have accepted a claim for the **breakdown of insured equipment we** will, if they apply, provide cover for the following Extensions of Cover:

Extensions of cover:	Exclusions and restrictions that apply:
<p>1. Business interruption</p> <p>If you have selected the 'Insurable gross profit with additional increased cost of working' option under 'Business Interruption' cover section we will extend this cover to include reduction in insurable gross profit during the indemnity period that results from interruption or interference of your business caused solely from a breakdown of insured equipment covered by this cover section or which would have been covered but for the application of an excess.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> (a) more than \$250,000 for any one claim; (b) for any insurable gross profit that is not covered under the 'Business Interruption' cover section; or (c) if you do not immediately notify us of the breakdown of the insured equipment.
<p>2. Consultants fees</p> <p>We will pay engineering or other consultants fees reasonably and necessarily incurred by you to ascertain the cause of the breakdown.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> (a) more than \$10,000 any one claim; or (b) any fees for the preparing of a claim for breakdown of insured equipment.
<p>3. Demolition and extra cost of reinstatement</p> <p>If as a result of the breakdown of insured equipment you incur extra expenses, in complying with the requirements of any Act of Parliament or Regulation, or any By-law or Regulation of any Municipal or other Statutory Authority, in the course of effecting repair or replacement of the insured equipment, we will pay the necessary costs to comply with the requirements.</p>	<p>We will not pay for any additional costs incurred by you in complying with any such Act, Regulation, By-law or requirement which you had been required to comply with prior to the occurrence of the breakdown of the insured equipment.</p>
<p>4. Electronic data restoration</p> <p>Where as a result of breakdown of insured equipment, electronic data is lost or damaged, we will pay for the additional costs of repairing or replacing such electronic data, including the cost of gathering or assembling information or necessary software licences.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> (a) more than \$15,000 any one claim; (b) for any losses or damage: <ul style="list-style-type: none"> (i) to electronic data that was created more than five (5) days prior to the occurrence of the breakdown; (ii) caused by an error in processing data or error in the use of software; (iii) to data, software material caused by a failure or defect; or (iv) resulting from, or caused by the operation or presence of a computer virus that alters or erases data or software in a manner that is undesired by you.
<p>5. Expediting expenses</p> <p>Where we have agreed to pay the cost of repairing or replacing any insured equipment, we will also pay for the costs, reasonably incurred, for</p> <ul style="list-style-type: none"> (a) express freight, including overseas air freight; (b) charges for overtime and work on public holidays where necessary and reasonably incurred; (c) re-programming of the data for the electronic components of machinery items; (d) the cost of dismantling and re-erecting of the insured equipment which is the subject of the claim necessary to complete the repairs and removal of debris from the premises; and (e) the costs of cleaning, storing, recycling and replacing insulating oil in transformers, capacitors or switch gears, and refrigerant gas or liquids in air-conditioning or refrigeration units. 	<p>We will not pay:</p> <ul style="list-style-type: none"> (a) more than \$10,000 any one claim; (b) for any costs incurred for: <ul style="list-style-type: none"> (i) specialists or consultants to travel to or from Australia; (ii) air freight by aircraft specifically chartered for the purpose; or (iii) breakdown of machinery or electronic equipment that has been hired or is on loan to you from a third party.
<p>6. Exposed film, records, manuscripts, drawings and other valuable papers and records</p> <p>We will pay you for the cost of blank material plus the cost of transcription from duplicates or from originals.</p>	

Extensions of cover:	Exclusions and restrictions that apply:
<p>7. Hazardous substances</p> <p>If a hazardous substance is involved or released as a result of a breakdown of insured equipment, we will pay for the increase in cost to repair or dispose of the property insured by this policy.</p> <p>The term increase in cost shall mean that cost of damage which would not have been incurred had no hazardous substances been present.</p>	<p>We will not pay more than \$25,000 any one claim.</p>
<p>8. Incompatible computer systems</p> <p>We will pay costs incurred with our consent of:</p> <p>(a) modification to insured equipment; and</p> <p>(b) replacing or reinstating programs or electronic data;</p> <p>to achieve compatibility, in the event that settlement of a claim results in replacement of insured equipment with equipment that is incompatible with your undamaged insured equipment, business records, media device programs and storage device programs.</p> <p>The maximum amount we will pay under this extension clause is \$25,000 any one claim.</p>	
<p>9. Portable Specified Property</p> <p>We will extend cover provided by this cover section to include costs incurred by you in the repair or replacement of portable specified property following breakdown occurring during the period of insurance, provided that the portable specified property is listed in the schedule as specified property under the Portable Property cover section of this policy.</p>	<p>We will pay no more for the specified property, which is the subject of the claim, than the sum insured shown in the schedule.</p>
<p>10. Service Interruption</p> <p>If there is a breakdown of equipment not owned, leased, operated or controlled by you, we will also pay under:</p> <p>(a) Extension of Cover 1. Business Interruption, if you have selected this cover option and it is shown in the schedule as applying, for losses incurred; or</p> <p>(b) Optional Extension of Cover 1. Deterioration of stored goods, if you have selected this cover option and it is shown in the schedule as applying, for deterioration of stored goods;</p> <p>provided that the breakdown is to equipment that is:</p> <p>(i) of a type described in the definition of insured equipment under this cover section;</p> <p>(ii) used to supply telephone, electricity, air conditioning, heating, gas, water or steam services to your business at the premises;</p> <p>(iii) owned by the owner of the building at the premises or by a utility company, or by a company contracted by you to provide those services; and</p> <p>(iv) is located on or within 300 metres of the premises.</p>	

Extensions of cover:	Exclusions and restrictions that apply:
<p>11. Temporary cover of new insured equipment</p> <p>We will provide cover for new insured equipment acquired by you during the period of insurance for up to ninety (90) days, provided that:</p> <ul style="list-style-type: none"> (a) you provide us with full details of the new insured equipment within ninety (90) days of when you first acquire it; and (b) the new insured equipment is of a similar type to that already insured under this cover section. <p>Cover provided by this Extension of cover clause will be effective from the date you first acquire the item of new insured equipment and will end at the earliest of when:</p> <ul style="list-style-type: none"> (i) we agree to add this item of new insured equipment to this cover section; (ii) ninety (90) days pass from the date of acquisition or completion; or (iii) the expiry date of this policy. <p>We may charge additional premium from the date of acquisition or completion.</p> <p>The maximum we will pay under this extension of cover clause is:</p> <ul style="list-style-type: none"> (i) for new insured equipment that would be covered as a specified equipment, the sum insured shown in the schedule for a similar item of insured equipment; or (ii) for new insured equipment that would be covered as Equipment - blanket cover, the maximum sum insured any one item shown in the schedule for Equipment - blanket cover. 	
<p>12. Temporary repairs and hire costs</p> <p>We will pay the costs reasonably incurred for:</p> <ul style="list-style-type: none"> (a) arranging temporary repairs; and (b) hiring of temporary replacement equipment of similar specification, during the time taken to repair insured equipment. <p>The costs must be incurred as a direct result of the breakdown of the insured equipment for which we have accepted the claim.</p>	<p>We will not pay more than \$25,000 for any one claim.</p>

All Extensions of Cover are subject to the terms, conditions and exclusions of this **cover section** and all **general terms and conditions**.

Optional Extensions of Cover

1. Deterioration of stored goods

If the 'Deterioration of stored goods' option is shown as 'Included' in the **schedule**, **we** will pay for losses caused by the deterioration or putrefaction of **stored goods** in **cold storage** at the **premises** due to:

- (a) a **rise** or fall in temperature of **stored goods** in **cold storage** resulting from:
 - (i) **breakdown** of **insured equipment** shown in the **schedule** as covered by this **cover section**;
 - (ii) the operation of switches, thermostats, controls, fuses, circuit breakers or other overload devices which control or operate the **insured equipment** covered by this **cover section**, but not including the manual operation of any of those devices; or
 - (iii) failure of the public electricity supply, unless caused by an event listed in exclusions 1(a), 1(b), 1(c) of 'What **you** are not covered for' under this **cover section**.
- (b) contamination of **stored goods** caused by the sudden and unforeseen and unintended escape of refrigerant gas or liquid in the refrigerated chambers or controlled environment of **insured equipment** that is covered by this **cover section**.

When **we** agree to provide cover for 'Deterioration of stored goods', **we** will:

- (a) if the **stored goods** are being replaced, pay **you** the cost of, or replace, the deteriorated **stored goods** including any handling costs **you** incur; or
- (b) if the **stored goods** are not being replaced, pay **you** the original purchase cost including any original handling costs that were incurred at the time of purchase.

The maximum amount **we** will pay under this Optional Extension in Cover for any one claim is the **sum insured** shown in the **schedule** for 'Deterioration of stored goods'.

Extensions of cover (in addition to sum insured):	Exclusions and restrictions that apply:
<p>1. Stock seasonal or festive increase</p> <p>The limit of liability is increased by 50% of the sum insured in respect of stock for losses occurring during any time that you can reasonably demonstrate that stock levels during the period have risen by more than 20% above standard levels and that the increase has happened solely for the purpose of meeting additional customer demand associated with the happening of festive, holiday, religious or ethnic events.</p> <p>This extension of cover applies to the stock portion of the stored goods shown in the schedule.</p>	<p>We will not extend cover:</p> <ul style="list-style-type: none">(a) for any stored goods that are not stock;(b) beyond the period of insurance.

We will not pay for deterioration or putrefaction of **stored goods** caused by:

- (a) inappropriate or improper storage, damage to packing materials or inadequate air circulation;
- (b) rationing of the electricity supply, other than accidental damage to the generation equipment; or
- (c) damage to **stored goods** which are alive or are of a bacterial nature.

2. Increased Cost of Working

If the 'Increased Cost of Working' option is shown as 'Included' in the **schedule** and **you** suffer a **breakdown** of **insured equipment** that **we** have agreed to cover under this **cover section**, **we** will pay for **your** necessary and reasonable expenditure for the use of substitute equipment during the period of interruption, but only after deduction of expense amounts **you** would have incurred to maintain normal operations of **your business**.

The maximum amount **we** will pay under this Optional Extension in Cover will not exceed the **sum insured** shown in the **Schedule** for 'Increased Cost of Working'.

We will not pay for any expenditure incurred:

- (a) after a period of ninety (90) days following the **breakdown**;
- (b) during the first twenty-four (24) hours immediately following the **breakdown**; or
- (c) resulting from, or caused by the operation or presence of a **computer virus** that alters or erases data or software in a manner that is undesired by **you**.

What you are not covered for

1. **We** will not pay for losses or damage caused by:

- (a) fire, extinguishing a fire, demolition following a fire, smoke, soot, or chemical explosion;
- (b) lightning, storm, rain, hail, snow, wind, **flood**, action of the sea, tidal wave, storm surge or high water;
- (c) earthquake, subterranean fire, volcanic eruption, tsunami, landslide, mudslide, subsidence or any other earth movement;
- (d) leakage of water or liquids;
- (e) any consequential losses other than losses as provided by this **cover section**;
- (f) malicious damage including damage by burglars, caused during industrial disputes, riots, civil commotions or labour disturbances;
- (g) impact by vehicles, aircraft or anything dropped from them, satellites, space debris, sonic boom, watercraft, communication masts, or towers, aerials, antennae, satellite dishes, buildings, parts of buildings or falling trees or branches;

- (h) theft or any attempt at theft;
 - (i) the **insured equipment** being subjected to tests involving abnormal stresses or arising out of it being intentionally overloaded;
 - (j) the **insured equipment** undergoing maintenance, inspection, repair, alteration, modification or overhaul;
 - (k) wear and tear, fading, scratching or marring, gradual deterioration or developing flaws, normal upkeep or making good;
 - (l) moths, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness, variations in temperature, evaporation, disease, inherent vice, latent defect, change in flavour, texture or finish, or smut or smoke from industrial operations;
 - (m) prior to successful initial commissioning or during test or experimentation;
 - (n) any deliberate act or negligence by **you**; or
 - (o) any **computer virus** or malfunctioning or derangement.
2. **We** will not pay the cost of replacement of any damaged, worn or spent items such as but not limited to batteries, belts, chains, tapes, ribbons, filters, fuses, electric heating elements, electrical contacts, x-ray tubes or picture tubes or panels, unless they were damaged as a result of **breakdown** covered by this **cover section**.
 3. **We** will not pay for any **breakdown** of **insured equipment** caused by faulty, inadequate or defective installation, erection or relocation.
 4. **We** will not pay for any **breakdown** of obsolete or redundant **insured equipment** that is no longer used in the business other than items kept for spare parts.

Definitions

The following definitions shall apply to the terms used in this **cover section**.

Term	Definition
Boiler and unfired pressure vessels	<p>Boiler and unfired pressure vessels means any structure that is subject to internal steam, gas or other fluid pressure other than normal atmospheric pressure and includes fittings and direct attachments that are connected to the structure without any intervening valve, cock or tap, supports for the structure and operating equipment such as furnace doors, access doors, combustion chambers, smoke boxes and casings.</p> <p>boiler and unfired pressure vessels does not include:</p> <ol style="list-style-type: none"> 1. internal combustion engines; 2. rotating, reciprocating or electrical devices; or 3. pressure pipe systems.
Breakdown	<p>Breakdown means a sudden, unexpected and unforeseen mechanical, electrical or electronic malfunction or failure which becomes apparent at the time it occurs and requires immediate repair or replacement to enable normal operations.</p>
Cold storage	<p>Cold storage means the cold storage chamber including all parts of the refrigeration controlled atmosphere generating and scrubbing plant system and the controlling switch gear necessary for maintaining the temperature or gas concentration in the cold storage chamber at the premises.</p>
Computer virus	<p>Computer virus means an executable program or computer code segment that is self-replicating, requires a host program or executable disc 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.</p>

Term	Definition
Electronic equipment	<p>Electronic equipment means computer and other electronic equipment including communications, medical, scientific or controlling equipment owned by you for which you are responsible, including their interconnecting cabling and piping.</p> <p>Electronic equipment does not include:</p> <ol style="list-style-type: none"> 1. coin or card operated machines, audio compact disc players or video players; 2. vending or amusement machines; 3. mobile phones; 4. any electronic equipment whilst in the course of construction, erection, renovation or demolition; or 5. machinery.
Equipment - blanket cover	<p>Equipment - blanket cover means all the items of insured equipment located at the premises, other than specified equipment, or equipment items that this cover section otherwise specifically excludes.</p>
Indemnity period	<p>Indemnity period - For the purpose of Extension of Cover 1. 'Business Interruption' within this cover section only, Indemnity period means the period that starts with the occurrence of the breakdown which causes the interruption or interference and ends no later than the number of months shown in the schedule during which the interruption or interference occurs as a direct result of the breakdown.</p>
Insured equipment	<p>Insured equipment means all the electronic equipment and machinery items insured as Specified Equipment or as Equipment - blanket cover and which are owned by you or for which you have a responsibility to insure and that we have agreed to provide cover for under this cover section.</p>
Insurable gross profit	<p>Insurable gross profit means turnover less the cost of freight, packing, bad debts, and the purchase of goods, materials, components, or stock.</p>
Machinery	<p>Machinery means the following machinery units (including the internal machine control language software) provided they are owned, leased, operated or controlled by you and used in your business:</p> <ol style="list-style-type: none"> (a) any mechanical, hydraulic or electrical units used for the generation, transmission transformation or utilisation of mechanical, hydraulic or electrical power (and including air conditioners and refrigeration units); (b) any boiler and unfired pressure vessels; and (c) pressure pipe systems. <p>Machinery does not include:</p> <ol style="list-style-type: none"> 1. glass linings of vessels, equipment, machines and apparatus; 2. vehicles or mobile or portable machinery, portable hand held tools or mobile phones; 3. coin or card operated machines, compact disc players, security monitoring equipment and television receivers; 4. vending or amusement machines; 5. lawn maintenance equipment; 6. computer systems or electronic equipment, other than control equipment associated with and forming part of machinery.
Net realisable value	<p>Net realisable value means the value of an asset that can be realised upon the sale of the asset, minus a reasonable and justifiable prediction of the costs associated with either the ultimate sale or the disposal of the asset at the time of the breakdown.</p>
Rental income	<p>Rental income means your rental income including any other monies paid by the lease under the terms of the rental or leasing agreement.</p>
Property	<p>Property - For the purpose of this cover section only, Property means buildings, contents, stock and any other items shown on the schedule which you own or for which you are legally responsible at the premises.</p>
Specified equipment	<p>Specified equipment means all the items of insured equipment which have been specifically described in the schedule.</p>

Term	Definition
Specified property	Specified property means an item that has been individually described and shown in the schedule as insured under the Portable Property cover section .
Stored goods	Stored goods means the perishable goods or products for sale including their packing material within the premises and belonging to you or for which you are liable.
Turnover	<p>Turnover - For the purpose of this cover section only, Turnover means:</p> <ol style="list-style-type: none"> 1. income derived sale of products and services in the course of your business; and 2. rental income including any other monies paid by the lease under the terms of the rental or leasing agreement.

GENERAL TERMS AND CONDITIONS

The following **general terms and conditions** apply to **your** policy:

1. Your actions and obligations

You must:

- (a) take all reasonable care to prevent or minimise loss, damage, theft, injury, or liability including, but not limited to:
 - (i) ensuring that **you** only employ or appoint competent employees, contractors and subcontractors;
 - (ii) avoiding or minimising loss or damage to property;
 - (iii) creating regular back-ups and copies of data and records;
 - (iv) maintaining all property in a good condition to avoid loss, damage, theft, injury or liability;
 - (v) taking all reasonable care and precautions to prevent the manufacture, sale or supply of defective products;
 - (vi) withdrawing, inspecting, repairing, replacing, tracing, recalling or modifying any products containing any defect or deficiency of which **you** have knowledge or have reason to suspect;
 - (vii) complying with all statutory obligations, bylaws, regulations, environmental and safety requirements; or
 - (viii) complying, at **your** expense, with any recommendation or actions required to prevent or minimise loss; damage, injury, or liability.
- (b) notify **us**, of any changes to facts and circumstance relating to **you** or **your business** that affect the risk of loss, damage, injury, illness or liability that happen after the start of the **period of insurance**. If the risk of loss, **damage**, injury, illness or liability is significantly increased by such changes **we** will not cover any claims that are caused by or arise from such changes unless **you**:
 - (i) did not know of the alteration; or
 - (ii) **you** notified **us** of the alteration as soon as possible and **we** have agreed to accept the alteration to the risk.
- (c) If **you** receive any notification of an occurrence or claim made against **you**, or something happens which **you** think may result in a claim, co-operate with **us** in investigation, settlement and defence of any claims by:
 - (i) ensuring **we** are notified as soon as possible and not later than thirty (30) days after the event;
 - (ii) notifying the police immediately if **you** think any damage has been caused to property by theft, attempted theft or malicious damage;
 - (iii) taking all reasonable steps to reduce and prevent further loss, damage, theft, injury, or liability;
 - (iv) supplying **us** with written details of all policies that may pay or partially pay that claim;
 - (v) sending **us** any legal documents, demands, summonses or details of legal proceeding relating to the event;
 - (vi) authorising **us** to obtain records and other information required if required;
 - (vii) providing **us** with all material that **we** reasonably request to substantiate **your** loss; or
 - (viii) preserving and maintaining any damaged property for **our** inspection.

You must not:

- (ix) limit or exclude any right to recovery of payments and expenses from any third party who would be liable to compensate **you** with respect to any loss, damage, theft, injury, or liability;
- (x) cause any unreasonable delays to the investigation, settlement or defence of any claim;
- (xi) settle any claim, incur any defence expenses, assume any contractual obligation or admit any liability with respect to any claim without **our** written consent; or
- (xii) authorise the repair or replacement of any property unless it is required for safety reasons or to minimise or prevent further loss, damage, theft, injury, or liability.

You cannot transfer the policy into someone else's name without **our** written consent.

If **you** fail to comply with these conditions, **we** may reduce or deny any claim **you** make or cancel **your** policy.

2. Our actions and obligations

If **you** make a claim under the policy, **we** will:

- (a) allow you to arrange emergency repairs in order to prevent further loss or damage to **your** property as a direct result of an emergency;
- (b) pay up to \$25,000 in addition to the amount of cover provided by each cover section for professional fees to assist you in the preparation and negotiation of a claim;
- (c) pay **your** labour costs and overhead expenses if **we** agree that the repair of the **damage** can be undertaken by you or **your** employees. However, **we** will not pay more than the amount required by a competent contractor to do the same work;
- (d) have the right to conduct, and full discretion in the conduct of, any legal proceedings and the negotiation and settlement of any claim;
- (e) have the right to take action or initiate legal proceedings in **your** name against another person or organisation, to recover any payment **we** have made, regardless of whether **we** have paid **your** claim or **you** have been fully compensated for **your** loss. Any **money** recovered from such proceedings **we** will allocate in the following order:
 - (i) firstly, to **you** to pay **your** excess;
 - (ii) secondly, to **us** for the expense of such recovery;
 - (iii) thirdly, to **you** to pay for **your** uninsured losses in respect of the claim; or
 - (iv) fourth, to reimburse **us** for any payments made by **us** for any amounts paid to **you** in respect of the claim;
- (f) not take action or initiate legal proceedings in **your** name against:
 - (i) any person or organisation insured by this policy;
 - (ii) any of **your** directors, officers and employees;
 - (iii) any organisation (including directors, officers and employees) owned or controlled by **you**; or
 - (iv) or against any co-owner of the property.
- (g) make reasonable progress payments once **we** have agreed that a claim is covered by the policy;
- (h) pay up to \$5,000 or ten percent (10%) of the value to the claim for the reimbursement of any public reward expense paid by **you** for information leading to recovery of property or to identify the offenders responsible following loss, destruction or **damage** to **your** property for which a claim has been paid under **cover sections**; Property Protection, Crime or Equipment Breakdown of **your** policy. Provided that:
 - (i) the terms of the reward are agreed by **us** and approved by the relevant Authority before being offered; and
 - (ii) **our** payment does not exceed the value of the property lost destroyed or **damaged**.

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

If **you** die or are adjudged bankrupt or insolvent, this insurance will cover:

- (i) **your** legal representative acting on behalf of either **you** or **your** estate; or
- (j) any person or corporation having lawful temporary custody of property which is or was before **your** death owned or possessed by **you** until the appointment of a legal representative.

3. Acquisitions

We will agree to provide cover under the **cover sections** of **your** policy for any newly formed subsidiary or acquisition or any other legal entity purchased by **you**, provided that:

- (a) **we** have been notified in writing within thirty (30) days of the incorporation date or date of purchase;
- (b) such legal entity is incorporated in **Australia**; and
- (c) such legal entity conducts the same or similar occupation to the **business** stated in the **schedule**.

Our liability shall not exceed the Limit of Liability, **Sum Insured**, or any Sub-limit of liability applicable under the relevant **cover sections** making up **your** policy.

Other than as stated above **we** will not provide cover for any claims associated with companies or legal entities acquired during the **period of insurance**.

4. **Fraudulent claims**

If **you** or any party covered by **your** policy makes a claim or arranges for some other party to make a claim that is in any way false, dishonest or fraudulent, then payment of the claim may be refused.

5. **Interested parties**

We will indemnify lessors, financiers, trustees, mortgagees, owners and all other parties having a legal interest or charge over the property insured in respect of such interest, without **you** having to notify **us**. Any other people not in this category or not named on the **schedule** are not covered and cannot make a claim.

All persons entitled to claim under the policy are bound by the terms and conditions of the policy.

6. **Cover under multiple sections**

Unless the policy explicitly states otherwise, **we** will not be liable under more than one **cover section** in respect of loss, damage or liability arising from the same event.

7. **Payment of excess**

When **you** have a claim under a **cover section** of **your** policy **you** must pay the **excess** amount in accordance with the terms and conditions applicable to that **cover section** before **we** pay the claim. Limits and sub-limits of liability and **sums insured** shall apply in addition to, and shall not be reduced by, the amount of any applicable **excess**.

Should a single event result in **you** claiming under more than one **cover section** of **your** policy, then only the single highest **excess** will apply to all claims that arise out of the one event.

Further information on **excess** payments are set out in each **cover section** of this policy.

8. **Australian law and jurisdiction**

(a) The construction, interpretation and meaning of the provisions of this policy shall be determined in accordance with **Australian** law.

(b) Any disputes arising from this policy will be determined by the Courts, and in accordance with the laws of **Australia**.

9. **Sanctions regulation**

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

GENERAL EXCLUSIONS

The following General Exclusions apply to **your** policy:

1. Fines and penalties

We will not pay any, penalties, fines, awards of liquidated, aggravated, exemplary, punitive damages or multiplication of compensatory damages made against **you**.

2. Electronic data

This **electronic data** exclusion is applicable to the following **cover sections** of this policy:

- Property Protection;
- Crime;
- Portable Property;
- Business Interruption

(a) **We** will not pay for:

- (i) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **electronic data**;
 - (ii) error in creating, amending, entering, deleting or using **electronic data**; or
 - (iii) total or partial inability or failure to receive, send, access or use electronic data for any time or at all,
- from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

(b) However, in the event that a peril listed below (being a peril insured by the relevant **cover sections** but for this exclusion) is caused by any of the matters described in paragraph (a) above, then the relevant **cover sections**, subject to all their provisions, will cover:

- (i) physical loss of or **damage** or destruction to **property** insured directly caused by such listed peril; and/or
- (ii) consequential loss insured by this policy.

This General Exclusion does not apply in the event that a peril listed below (being a peril insured by the relevant **cover sections** but for this exclusion) causes any of the matters described in paragraph (a) above.

Accidental Damage other than non-physical **damage**, fire, lightning, thunderbolt, explosion, implosion, earthquake, subterranean fire, volcanic eruption, impact by aircraft or aerial object dropped therefrom, impact by road vehicle or animal, sonic boom, theft of **electronic data** solely where such theft is a consequence of theft of any computer and/or computer hardware and/or firmware and/or microchip and/or integrated circuit and/or similar device containing such **electronic data**, breakage of glass, the acts of persons taking part in riots or civil commotions or of strikers or of locked out workers or of persons taking part in labour disturbances, storm and/or tempest and/or rainwater and/or wind and/or hail, water and other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or pipes at the **premises**.

This General Exclusion does not apply to the Equipment Breakdown or Business Liability **cover sections**.

3. Unoccupied buildings and premises

We will not pay for any loss, damage or liability at **your building** or **premises** after the **building** or that **premises** has been unoccupied for more than ninety (90) consecutive days. Unoccupied means left vacant by **you** or any other authorised person whether furniture or other **contents** remain or not.

This General Exclusion does not apply:

(a) If:

- (i) **you** notify **us** that the **building** or **premises** will be unoccupied for more than ninety (90) consecutive days;
- (ii) **we** agree in writing to continue **your** cover; and
- (iii) **you** pay **us** any additional **premium** that **we** may require,

(b) to loss or **damage** to insured **property** by lightning, earthquake and subterranean fire; or

(c) to loss or **damage** to insured **property** caused by impact by any road vehicle or their loads, animals, trees or branches, meteorite, aircraft or

other aerial devices or articles dropped from them, sonic boom or space debris, falling communication masts, towers, antennae or dishes, falling buildings or structures or parts thereof which do not belong to **you**.

4. **War, Act of terrorism, Confiscation, Radioactivity**

We will not pay for loss, damage, destruction, death, personal injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss resulting from:

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of;
- (b) or amounting to an uprising, military or usurped power;
- (c) any **act of terrorism**;
- (d) any order of any Government, Public, Civil or Local Authority involving the confiscation, nationalisation, requisition, damage or destruction of any property unless such destruction was undertaken to reduce the spread of fire; or
- (e) radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.
Provided that this shall not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

This policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to the above.

GENERAL DEFINITIONS

The following General Definitions shall apply to the words used in **your** policy.

Term	Definition
Accidental	Accidental means an unforeseen, unintended, and unexpected event, which occurs suddenly and at a specific place and time
Act of terrorism	Act of terrorism means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which: (a) involves violence against one or more persons; (b) involves damage to property; (c) endangers life other than that of the person committing the action; (d) creates a risk to health or safety of the public or a section of the public; or (e) is designed to interfere with or to disrupt an electronic system.
Australia	Australia means the Commonwealth of Australia and all of its States and Territories including all external Territories.

Term	Definition
Building	<p>Building means a permanently fixed structure that consists of a roof and external walls that completely enclose an area beneath the roof when doors and windows that form part of the structure are closed. Provided that when the word 'Building' is used in the schedule to describe a type of property insured, it is agreed that the following property is included:</p> <ul style="list-style-type: none"> (a) carports, pergolas and canopies; (b) barns, outbuildings and tanks; (c) storage sheds, shipping containers or transportable buildings permanently located at the premises used for additional accommodation for the storage of stock or contents or for any other general business use or amenity; (d) walls, fences, gates and letterboxes; (e) all permanent fittings and fixtures to any building; (f) external fixed items: <ul style="list-style-type: none"> (i) swimming pools, saunas and spas; (ii) gangways between buildings; (iii) lights and signs; and (iv) air conditioning units and associated piping and wiring; (g) flag poles; (h) communications masts, aerials, antennae and dishes; (i) fixed floor coverings; (j) bitumen, concrete, sealed paths, driveways, roads, car parks or ground surfaces. Sealed surfaces being those that are packed or plugged to prevent percolation or the passage of fluids; (k) landscaping, plants, shrubs and gardens, but only when reinstating damage to buildings as defined elsewhere within this Definition; (l) foundations of any building; (m) structural improvements to any building; (n) underground and above ground services, for which you are responsible, that are connected to any building; (o) piers, jetties, wharves and docks; and (p) bridges and tunnels. <p>Buildings does not include:</p> <ul style="list-style-type: none"> (q) contents; (r) stock; (s) land including topsoil and fill; or (t) glass, unless such glass is directly damaged by: <ul style="list-style-type: none"> (i) fire, lighting, explosion, impact, storm and tempest or earthquake; (ii) riot, civil commotion, persons taking part in industrial disputes; or (iii) persons acting maliciously, other than where such glass is cracked or broken through its entire thickness.
Business	Business means your business, occupation, trade or profession shown in the schedule including incidental activities.

Term	Definition
Contents	<p>Contents means all equipment, plant, fixtures, fittings and furniture used by you, including:</p> <ul style="list-style-type: none"> (a) shipping containers not owned by you but temporarily in your possession for the delivery, unloading, loading and/or dispatch of goods and merchandise to or from the premises but only to the extent that you are not indemnified against loss, destruction or damage thereto under any other policy of insurance subject to applicable law; or (b) property belonging to your welfare, sports and social clubs, <p>Where you are a tenant of rented premises, contents shall also mean:</p> <ul style="list-style-type: none"> (c) property owner's fixtures and fittings, window blinds and floor coverings for which you are liable under the terms of a lease or similar agreement, but not glass; and (d) property comprising alterations and/or additions to the premises by the landlord for your use in the business where the cost of reinstatement is your responsibility in the event of loss or damage. <p>Contents does not include:</p> <ul style="list-style-type: none"> (e) buildings; (f) stock; (g) money; (h) furs, jewellery, gold, silver, platinum, pearls, diamonds, sapphires, rubies and other precious stones; (i) aircraft, locomotives, rolling stock, watercraft whilst in water; (j) motor vehicles or trailers, caravans or motorcycles all while registered or licensed to travel on a public road, provided that this does not apply to: <ul style="list-style-type: none"> (i) mobile plant and equipment (excluding cars, sedans, panel vans, and trucks) not otherwise insured; (ii) motor vehicles or trailers, caravans or motorcycles that are stock in trade of your business; (k) standing timber, growing crops, plants, land including topsoil and fill, landscaping, gardens and pastures, except for potted plants; or (l) mining property and any equipment located beneath the surface of the ground, provided that this exclusion does not apply to underground services connected to a building. <p>When the word 'Contents' is used in the schedule to describe a type of property insured, it is agreed that we accept the designations used in your books and records.</p>
Cover section	<p>Cover section means the individual coverage that we give you that attaches to and forms part of your policy when this is shown in the schedule, for example 'Crime' or 'Property Protection'.</p>
Electronic data	<p>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.</p>
Endorsement	<p>Endorsement means an individual endorsement document that we give you that attaches to and forms part of your policy. This document varies the terms and conditions of your policy.</p>
Excess	<p>Excess means the amount payable by you in respect of each claim. The amount of the excess is shown in the schedule.</p>
Flood	<p>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:</p> <ul style="list-style-type: none"> (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.
General terms and conditions	<p>General terms and conditions means all of the terms, conditions and exclusions that form part of this policy including any endorsements.</p>

Term	Definition
Insurer	Insurer means Youi Pty Ltd (Youi), ABN 79 123 074 733, AFS Licence Number 316 511.
Money	Money means cash, bank notes, currency notes, negotiable cheques, negotiable securities, travellers' cheques, debit and credit card vouchers, discount house vouchers, money orders, postal orders, unused postage stamps, revenue stamps, lottery tickets, store value cards, public transport boarding tickets, authorised gift vouchers, valuable documents (but limited to certificates of stock, bonds, coupons and all other types of securities) and the contents of franking machines. Money does not include collectable items (for example coin or stamp collections) or anticipated revenue.
North America	North America means: (a) the United States of America and the Dominion of Canada; (b) any State or Territory incorporated in, or administered by, the United States of America or Dominion of Canada; and (c) any Country or Territory subject to the laws of the United States of America or the Dominion of Canada.
Period of insurance	Period of insurance means the period of insurance shown in the schedule or any subsequent period for which we have agreed to renew or extend the cover.
Pollutants	Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals or waste. Waste includes but is not limited to material to be recycled, reconditioned or reclaimed.
Premises	Premises means the premises at the location shown in the schedule .
Premium	Premium means the amount(s) shown in the schedule that you have to pay inclusive of all charges for the cover we provide.
Schedule	Schedule means the document that we give you that attaches to and forms part of your policy that details the coverage you have taken out and details about you .
Stock	Stock means all stock, including work in progress, raw material and property of others held on consignment. When the word 'Stock' is used in the schedule to describe a type of property insured, it is agreed that we accept the designations used in your books and records.
Sum insured	Sum insured means the sum insured shown in the schedule .
You, your or yours	You, your or yours means the person(s) or parties shown as the 'business name' in the schedule , including all subsidiary companies, organisations and entities incorporated in Australia in which you have a controlling interest (exceeding fifty percent (50%) engaged in the business described in the schedule and not for any other purpose or activity.
We, us, our	We, us or our means Blue Zebra Insurance Pty Ltd (BZI) ABN 12 622 465 838 AFS Number 504130 acting as an agent of the insurer under a binder agreement.



**BLUE
ZEBRA**
INSURANCE

CONTACT DETAILS

Blue Zebra Insurance Pty Ltd

ABN 12 622 465 838

AFS Licence 504130

PO Box R804

Royal Exchange NSW 1225

Phone: 1300 171 535

Email: info@bzi.com.au

Web: bzi.com.au

FOR CLAIMS

Phone: 1300 253 692 (toll free)

+61 2 9301 8018 (from overseas)

Online: www.bzi.com.au/newclaim