

*"Our local insurance agent
adds value to our business"*

Justin Dallinger-Foto Supplies

BUSINESS INSURANCE POLICY Product Disclosure Statement

This Product Disclosure Statement contains the Business Insurance Policy terms and conditions.
You should read all sections of this Product Disclosure Statement before making a decision to acquire this financial product.

Issue date 31st March 2007

Issued by Elders Insurance Limited ABN 62 081 106 505 AFSL 237756 Address 27 Currie Street Adelaide SA 5000

LOCALinsurance
For over 100 years



Contents

PART A IMPORTANT INFORMATION	1-7	PART B – BUSINESS INSURANCE	8-48
The purpose of this Product Disclosure Statement	1	POLICY TERMS AND CONDITIONS	8-48
Who is the insured?	1	Words with special meaning	8
Other persons or organisations requiring cover	1	1 – BUSINESS INSURANCE	9-38
All persons or organisations are bound by the Policy	1	Section A – Business Property Cover	9-13
Who is the Insurer?	1	Section B – Business Interruption Cover	14-16
How to contact us	1	Subsection 1 – Loss of Gross Profit Cover	15
Duties of the Insurer	1	Subsection 2 – Payroll Cover	15
Selecting your Insurance Cover	1	Subsection 3 – Additional Increased Cost of Working Cover	16
When you are covered	2	Subsection 4 – Claims Preparation Cost Cover	16
Payment of premium	2	Section C – Liability Cover	17-20
Payment of periodical instalments	2	Section D – Theft Cover	21-22
Keep your records in a safe place	2	Section E – Money Cover	23
Significant Features & Benefits	3-4	Section F – Glass Cover	24
Cost	5	Section G – General Property Cover	25
Your privacy	5	Section H – Machinery Breakdown Cover	26-28
What makes up the insurance contract	5	Section I – Electronic Equipment Cover	29-30
Your cooling off period	6	Subsection 1 – Breakdown Cover	29-30
How to apply for insurance	6	Subsection 2 – Restoration of Electronic Data Cover	30
What if you are not happy with our service or claims settlement?	6	Subsection 3 – Additional Increased Cost of Working Cover	30
Dispute Resolution Process	6	Section J – Transit Cover	31
Code of Practice	6	Section K – Dishonesty of Employees Cover	32
How to make a claim	7	Section L – Tax Audit Cover	33
Your Duty of Disclosure – New Business	7	Section M – Personal Accident and Illness Cover	34-38
Your Duty of Disclosure – Renewals, extensions, variations and reinstatements	7	2 – MOTOR VEHICLE INSURANCE	39-44
		Section A – Business Vehicle Cover	39-44
		Subsection 1 – Vehicle Cover	40-42
		Subsection 2 – Liability Cover	42-44
		GENERAL POLICY EXCLUSIONS	45
		GENERAL POLICY CONDITIONS	46-47
		CLAIMS	48

Part A - Important Information

The purpose of this Product Disclosure Statement

This Product Disclosure Statement ("PDS") has been prepared to assist you in understanding the Business Insurance Policy ("Policy") and making an informed choice about your insurance requirements. The PDS contains important information required under the Corporations Act 2001.

Part A of this PDS sets out the significant features of the following sections of the Policy:

Part B – 1 Business Insurance

- Section M – Personal Accident & Illness Cover

Part B – 2 Motor Vehicle Insurance

- Section A – Business Vehicle Cover

including the Policy benefits and information about how the premium is calculated.

You must read the Part B – Business Insurance Policy terms and conditions in this PDS to obtain a complete description of all Policy terms and conditions in the Policy.

If you arrange Business Insurance with us, the Policy and your Schedule will form the insurance contract.

To assist you in locating the various Parts and Sections of the Policy please refer to the Contents Section on the inside cover of this PDS.

Who is the insured?

The persons or organisations that are covered by the Policy are shown in the Schedule. In the Policy those persons or organisations are referred to as "you" or "your".

"You" and "your" also include members of your Family who normally reside with you.

Other persons or organisations requiring cover

You must inform us of all persons or organisations to be covered by the Policy. We will cover them if you have advised us of them and we have shown them on the Schedule or they are otherwise covered in the Policy terms and conditions.

All persons or organisations are bound by the Policy

All persons or organisations covered by the Policy have to comply with the terms of the Policy. We may refuse to pay a claim if you or any person covered by the Policy do not comply with the terms of the Policy.

Who is the Insurer?

Elders Insurance Limited ABN 62 081 106 505, AFS Licence No. 237756 of 27 Currie Street Adelaide SA 5000 is the issuer of the Business Insurance Policy and is named on the Schedule as the Insurer.

In this PDS, Elders Insurance Limited is referred to as "we", "us" or "our".

How to contact us

Should you have any questions about the Policy, please contact your local Elders Authorised Representative or Elders Insurance Limited, GPO Box 551 Adelaide SA 5001.

Duties of the insurer

We will act and conduct ourselves with utmost good faith.

Selecting your Insurance Cover

You need to consider the insurance covers that are most suitable to your needs. You may select all or some of the covers offered in the Policy.

Part A - Important Information

When you are covered

Your cover starts when we have accepted your Proposal. We will then send you the Schedule. The Period of Cover is shown on the Schedule. Before we pay or agree to pay any claims you must pay us the premium.

Payment of premium

Payment of premium may be made by debit to your Elders account, cash, cheque, BPay or credit card. If your cheque or credit card is dishonoured by your financial institution you are not covered unless we have agreed in writing to continue to cover you.

Payment of periodical instalments

If payment by periodic instalments is arranged from your financial institution, we will not cancel the Policy unless at least one instalment is not paid for more than one month from the date on which payment was due.

Keep your records in a safe place

This PDS and the Schedule are important. Please ensure you read them carefully and keep them in a safe place. If you have any questions regarding the Policy, please contact your Local Elders Authorised Representative.

Documents such as plans, reports, contracts, receipts, manuals and serial numbers relating to your property must also be kept. If you make a claim such documents may be required by us and they will help you complete your claim form. You should keep relevant documentation to substantiate values of property insured. If you do not do this you may not be able to substantiate your claim.

Part A - Important Information

Significant Features & Benefits

PART B – 1 BUSINESS INSURANCE – Section M – Personal Accident & Illness Cover

Feature and Benefit	Explanation	Reference Page No
You can choose between different insurance covers	This Section provides insurance on you or a nominated person, for the payment of Capital Benefit or Weekly Benefit if the Covered person is injured or contracts an Illness anywhere in the world, at any time during the Period of Cover. You can choose to be covered for accident and/or Illness.	34-35
Words with Special Meaning	There are a number of words and phrases which have a special meaning when they appear in Part B – 1 Business Insurance – Section M, e.g. “Weekly Accident Benefit”, “Weekly Illness Benefit”, “Partial Disablement” and “Injury”. Please refer to section “Words with Special Meaning” on page 34 of the Policy terms and conditions in Part B of this PDS.	34
Capital Benefit	This benefit is payable if during the Period of Cover you suffer a Listed Event described in the Listed Events Table on page 34 of this PDS as a result of an accident during the Period of Cover. It is paid as a single lump sum. You can choose the amount of the Capital Benefit. If you arrange Weekly Illness Cover the benefit is also payable if during the Period of Cover you suffer an Illness shown in the Listed Events Table which causes Disablement during the Period of Cover.	34
Capital Benefit amount	The amount paid is calculated by multiplying the Capital Benefit Sum Insured stated on the Policy Schedule by the benefit percentage of the applicable Listed Event. If you are insured for both Capital Benefits and Weekly Benefits, the amount of any Capital Benefit is reduced by the amount paid in Weekly Benefits.	34-36
Weekly Benefits	We pay these Benefits if you suffer: <ul style="list-style-type: none"> • temporary disablement or temporary Partial Disablement as a result of an Injury caused by an accident; or • temporary disablement caused by Illness. We will not pay benefits after you are no longer disabled or for longer than the Period of Cover selected. The Benefits are explained in detail on page 35 of the Policy terms and conditions in Part B of this PDS.	35
Level of income insured	If you select cover for Weekly Benefits you can insure up to your weekly income for up to 104 weeks for any single Injury or Illness.	
Funeral expenses	If we pay the Capital Benefit for death we also pay up to \$5,000 for the cost to return the body to your place of residence and for funeral expenses.	37
Rehabilitation	If you are disabled for more than 120 days and there are reasonable prospects that you will resume your usual occupation, we will pay up to 25% of the Weekly Benefit for a rehabilitation programme approved by us for the number of weeks you are covered.	37

Part A - Important Information

Significant Features & Benefits

PART B - 2 MOTOR VEHICLE INSURANCE - Section A – Business Vehicle Cover

Feature and Benefit	Explanation	Reference Page No
A choice of covers	You may choose to insure Your Vehicle for <ul style="list-style-type: none">• Comprehensive cover; or• Third Party Property Damage only.	39
Signage	If you choose Comprehensive cover, we will pay the cost of replacing signage up to \$5,000 following an accident.	41
What we pay for	If you choose Comprehensive cover we pay at our option either: <ol style="list-style-type: none">1. the cost to repair or replace Your Vehicle; or2. the market value of Your Vehicle or the Sum Insured shown on the Schedule whichever is the lower amount, as a result of accidental loss or damage, theft or malicious damage. If you choose Third Party Property Damage we pay for your legal liability to pay compensation for damage to someone else's property.	40 42, 43, 44
Legal Liability	For all types of cover we pay your legal liability to pay compensation for damage to someone else's property. We also pay your legal liability to pay compensation for death or bodily injury you cause to others unless you are, or should be, insured for this type of liability under a government or statutory policy or scheme.	42-44
Additional benefits	A range of additional benefits is also provided under the Policy. These include emergency travelling expenses, temporary repairs, hire car costs following theft, returning Your Vehicle after loss or damage, towing costs and trailer cover. Full details of these benefits are contained in the Policy terms and conditions in Part B of this PDS.	41-42

Part A - Important Information

Cost

We calculate the cost of the insurance on an annual basis. The premium consists of the amount we charge you for the cover plus any statutory charges such as GST and Stamp Duty. The details of the premium will be on your written quotation and the Schedule.

In determining the premium we take into consideration a number of factors. These include, but are not limited to:

- Personal Accident & Illness Cover - your occupation, insurance history, Weekly Accident Benefit, Weekly Illness Benefit and the number of weeks benefits are payable.
- Motor Cover - the make and type of the Vehicle being insured, the age and driving experience of the main drivers, and where and how the vehicle will be used.

The resultant amount is subject to Commonwealth and State taxes and/or charges to arrive at the total premium cost payable by you.

You may pay your premium annually by debit to your Elders account, cash, cheque, BPay or credit card. Alternatively you may pay by periodic instalments. If you pay by periodic instalments from your financial institution, we will not cancel the Policy unless at least one instalment is not paid for more than one month from the date on which payment was due.

If you fail to pay the premium by the due date, cover under the Policy will cease.

If you request an alteration to the cover during the Period of Cover, we will inform you of any cost applicable for making the alteration.

You may cancel the Policy at any time by writing to us. We will refund the unused proportion of your premium, less an administration charge of 10% of the unused proportion.

When we have paid, or are required to pay, for a total loss arising out of an Occurrence before you give us written notice of the cancellation of your Policy, you will not receive any refund of the premium relating to the insured property which is the subject of that total loss.

Your privacy

We will only collect personal information from you that is necessary in order for us to process and administer the Policy and any claims you may make under the Policy. We realise that this information is often very sensitive in nature and will treat it with the utmost care and security.

Information on how we handle your personal information is explained in our Privacy Statement including:

1. how to contact us regarding privacy;
2. how we use information supplied by you;
3. how to access your personal information;
4. how we confidentially disclose your information to other contractors/service providers to carry out activities on our behalf.

A copy of our Privacy Statement is available from any Elders Branch or from our website www.elders.com.au.

What makes up the Insurance Contract

When we accept your Proposal, or renew your insurance or if your insurance is altered, your insurance contract is comprised of the following two documents:

- the Policy terms and conditions in Part B of this PDS, and
- the Schedule which shows the type of cover you have, any alterations to the cover as well as other specific information relevant to your contract of insurance.

You should read this Product Disclosure Statement, including the Policy terms and conditions, and the Schedule carefully and keep them in a safe place.

Part A - Important Information

Your cooling off period

We will refund any premium paid for cover under the Policy if you request cancellation of the Policy within 14 days of receiving the Schedule. To do this you must advise us in writing and return the Schedule to your Elders Authorised Representative or to Elders Insurance Limited, GPO Box 551 Adelaide SA 5001. You will not receive a full refund if you have made a claim under the Policy.

How to apply for Insurance

To apply, please contact an Elders Authorised Representative and complete a Proposal form. If we accept your application form and you pay the premium or agree that we may make periodic debits from your nominated bank account or other approved account, you will receive a Schedule that sets out details of the insurance you have taken out. The Schedule should be retained with this booklet containing the PDS and the Business Insurance Policy terms and conditions.

What if you are not happy with our service or claims settlement?

We are always striving to improve our service and provide insurance products that meet the needs of our customers. On rare occasions circumstances may go wrong. Some people may need assistance if they feel they have not been treated fairly. Here is what to do if you need more help:

Disputes Resolution Process

If you have a complaint or disagree with a decision made by us or anyone representing us, please talk it over with our staff member or representative.

If you are unable to reach an agreement, you can ask our staff or representative to refer the problem to our Internal Dispute Resolution Panel. You can refer the matter direct to the Panel at the following address:

Internal Disputes Resolution Panel
Elders Insurance Limited
27 Currie Street
GPO Box 551
Adelaide SA 5000

Freecall: 1300 307 941
Email: feedback@elders.com.au
Website: www.elders.com.au/feedback

Our Internal Dispute Resolution Panel will contact you within 2 business days of receiving your complaint. We will advise you how long it will take to investigate and advise you promptly in writing of the outcome. Normally this will take no longer than 14 days. If it takes longer, we will keep you informed of progress regularly.

The Internal Dispute Resolution representative who will be assigned to you will have had no previous involvement in the decision and will have full authority to resolve the problem.

If you are not satisfied with the outcome from our Internal Dispute Resolution Panel, we will advise you who to go to to take the complaint further. This may include referring you to the Insurance Ombudsman Service Limited who are an independent company. They have the authority to make decisions which are binding on us but can not force you to take a course of action. Access to this process is free of charge to you, and they may be contacted at:

Insurance Ombudsman Service Limited
PO Box 561
Collins Street West
Melbourne VIC 8007

Telephone: 1300 780 808 (local call rate)
Fax: 03 9621 2060
Email: ios@insuranceombudsman.com.au
Website: www.insuranceombudsman.com.au

Code of Practice

We have willingly adopted the General Insurance Code of Practice developed by the Insurance Council of Australia. The Code is designed to promote good relations and good insurance practice between insurers, their representatives and consumers.

Amongst other things, the Code sets out to improve the quality of information consumers receive, the education and conduct of insurance representatives, and claims handling and dispute resolution procedures.

Please contact your Elders Authorised Representative if you would like more information about the Code.

Part A - Important Information

How to make a claim

If something happens that you believe you can claim for, advise your Elders Authorised Representative as soon as possible. Please supply him or her with initial details and with full written details by completing our claim form within 30 days of the Occurrence. Details about making a claim are shown under "What you must do after loss, damage or an accident" on page 48 of this PDS.

Your Duty of Disclosure – New Business

This section explains your duty to disclose information prior to us considering the Proposal and issuing you with insurance if your Proposal is accepted.

What you must tell us

When answering the questions in the Proposal, you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances, would include in answer to the questions. We will use your answers in deciding whether to insure you and anyone else to be insured under the Policy, and on what terms.

Who needs to tell us

It is important that you understand you are answering our questions in this way for yourself and anyone else that you want to be insured by the Policy.

If you do not tell us

If you do not answer the questions in this way, we may reduce or refuse to pay a claim, or cancel the Policy. If you answer the questions fraudulently, we may refuse to pay a claim and treat the Policy as never having existed.

Your Duty of Disclosure – Renewals, extensions, variations and reinstatements

This section explains your duty to disclose information at the time of renewing, extending, varying or reinstating the Policy.

What you must tell us

Prior to renewing, extending, varying or reinstating the Policy, you must tell us whether any of the information you provided to us previously, including the answers to questions in your Proposal, has changed.

You also have a duty under law to be honest and to tell us anything known to you, which a reasonable person in the circumstances should know is relevant to our decision whether to insure you and anyone else, and the terms and conditions of the insurance.

You do not have to tell us anything that:

1. reduces the risk;
2. is of common knowledge;
3. we already know or should know in the ordinary course of our business; or
4. we have indicated we do not need to know.

We may decide, following the consideration of any new information you provide us, to withdraw our offer to renew the Policy, or refuse to accept your request to extend, vary or reinstate the Policy.

Who needs to tell us

It is important that you understand you should provide us with any new information in relation to yourself and anyone else who is insured by the Policy or who you want to be insured by the Policy.

If you do not tell us

If you do not tell us the information that you are required to tell us prior to renewing, extending, varying or reinstating the Policy, we may reduce or refuse to pay the amount of a claim, or cancel the Policy. If you are fraudulent in not providing the information that you are required to provide us, we may refuse to pay a claim and treat the Policy as never having existed.

Part B – Business Insurance Policy Terms and Conditions

Words with special meaning

There are some words in the Policy that have a special meaning. These words and their meanings are listed below.

“Aircraft” means any machine designed to fly, float, glide, move on a cushion of air or move through the air.

“Business Premises” means the buildings, outbuildings, yards and adjacent land used by you for Your Business, at the address shown on the Schedule.

“Business Property” means buildings, contents, Stock and items listed on the Schedule used by Your Business.

“Employee” and “Employees” means any person who is employed by you and/or is required to be covered by you for workers’ compensation or similar cover by any workers’ compensation legislation.

“Excess” means the amount you must pay towards the cost of a claim. An Excess applies to each item covered and is shown on the Schedule. In Part B 1 – Business Insurance you will only need to pay the highest excess if more than one Excess can be applied to one Occurrence. In Part B 2 – Motor Vehicle Insurance you may have to contribute more than one excess.

“Family” means persons who normally reside with you permanently and who are:

1. your spouse or defacto;
2. your or your spouse’s or defacto’s unmarried children;
3. your parents or your spouse’s or defacto’s parents; or
4. your brother or sister.

“Flood” means the inundation of normally dry land by water escaping or being released from the normal confines of any natural watercourse or lake, whether or not they have been altered or modified. Flood also includes water discharge from any sewerage or waste water systems due to pressure induced by Flood water.

“Indemnity Value” means the value of buildings, contents, personal valuables, stock, machinery, or Business Property at the time of loss or damage taking into consideration the age, condition and state of repair.

“Money” means cash, bank notes, currency notes, negotiable cheques, negotiable securities, credit card vouchers, money orders, unused postage stamps, revenue stamps, instant lottery tickets, store value cards, public transport boarding tickets, authorised gift vouchers, and the contents of franking machines.

“Normal Business Hours” means the time from when you or any of your Employees arrive at the Business Premises for the purpose of conducting Your Business and when the last of either you or any of your Employees leave the Business Premises.

“Occurrence” means an event, including continuous or repeated exposure to substantially the same general conditions, that results in personal injury or property damage, which you neither expected nor intended to happen. All personal injury or damage to property resulting from one original cause will be treated by the Policy as being caused by the one Occurrence.

“Period of Cover” means the time cover starts to the time cover expires. These times are shown on the Schedule.

“Policy” means these Business Insurance Policy terms and conditions and your current Schedule.

“Pollutant” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, material to be recycled or wastes.

“Reinstatement or Replacement Cost” means the cost of rebuilding, replacing or repairing Business Property at the time of loss or damage.

“Schedule” means the Schedule to the Policy current and in force at the time of the Occurrence or defined event. It contains details of the Policy including the types of cover and levels of insurance you have selected.

“Stock” means:

1. products and material you have sold or intend to sell;
2. raw or consumable materials used by you to make or alter your products;
3. your products while they are being made, repaired or altered;
4. property not owned by you on your Business Premises for service, repair, alteration or safe keeping; and
5. any consumable products or materials used in Your Business.

Under Part B 1 – Section D – Theft Cover Stock does not include tobacco, tobacco products, cigars, cigarettes or beverages containing alcohol unless they are specified on the Schedule.

“Terrorism” means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments(s), which from its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and / or to put the public, or any section of the public in fear.

“Vehicle” means any type of machine on wheels or on caterpillar tracks made or intended to be propelled other than by manual or animal power, including any trailer or other attachment that is normally towed by or operated from any such machine.

Vehicle does not include Aircraft.

“we”, “us”, “our” means Elders Insurance Limited ABN 62 081 106 505.

“Your Business” means your occupation which is shown on the Schedule.

“you”, “your”, “yours” means the persons or organisations named as the insured on the Schedule.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE

Section A – Business Property Cover

Statements in this section (Section A – Business Property Cover) refer only to Business Property Cover unless otherwise specifically indicated.

Words with special meaning

Wherever the following words appear they have the following special meaning:

“Buildings” means Buildings at the Business Premises.

Buildings include:

1. verandahs, carports, shelters and all outbuildings;
2. fixtures and fittings owned by the owner of the Building;
3. underground and above ground services;
4. walls, gates, fences and signs; and
5. permanently fixed water and fuel tanks.

Buildings do not include:

1. Machinery;
2. Stock;
3. Contents;
4. property undergoing erection, construction, alteration, where the total cost exceeds \$100,000; or
5. land, dams, bridges, canals, roadways, tunnels, railway tracks (not at the address), wharves, docks, jetties or piers.

“Contents” means all property at the Business Premises, belonging to you or for which you are responsible and you use to carry out Your Business.

Contents include:

1. fixtures, fittings and glass owned by your landlord which you are legally responsible for;
2. Machinery;
3. works of art and curios of up to \$5,000 for any one item or collection of items; and
4. Stock.

Contents do not include:

1. Buildings;
2. growing crops, trees or plants;
3. animals or any other living organism;
4. Vehicles which are not stock;
5. Money;
6. jewellery, furs, bullion, articles containing gold or silver which are not stock;
7. Contents undergoing erection, construction, alteration, where the total cost exceeds \$100,000;
8. land, dams, bridges, canals, roadways, tunnels, railway tracks (not at the address), wharves, docks, jetties or piers; or

Words with special meaning

9. watercraft, Aircraft or any accessories, equipment or spare parts while contained in or on watercraft or Aircraft unless they are Stock and are on your Business Premises at the time of any loss or damage.

“Machinery” means all plant and machinery used by you for Your Business which are:

1. permanently fixed at the Business Premises;
2. mechanical, electrical and electronic tools and equipment which are not operated or powered only by manual exertion; and/or
3. accessories, equipment and spare parts used with Machinery.

Machinery does not include vehicles or Machinery towed by or attached to a Vehicle other than vehicles used for lifting or carrying materials at the Business Premises.

“Sum Insured” means the amount of cover you have selected. The Schedule shows the Sum Insured you have chosen for each item covered.

The Sum Insured does not include the amount you have to pay for Goods and Services Tax because either:

1. we are entitled to claim GST input credits arising out of claims; or
2. you are entitled to claim GST input credits arising out of claims.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE

Section A – Business Property Cover

Types of cover

There are two types of cover available:
Defined Events Cover and Accidental Damage Cover.

What you are covered for

We will cover you for loss or damage caused, during the Period of Cover, to your Business Property by the events listed under Defined Events Cover and Accidental Damage Cover.

The Schedule shows the items covered, the type of cover you have selected, the method of settlement and the Period of Cover.

Defined Events Cover

We cover you for loss or damage at the Business Premises caused by the following Defined Events:

1. bursting, leaking, discharging or overflowing of fixed apparatus, fixed tanks or fixed pipes used to hold or carry liquid but we will not cover:
 - a. damage which occurs as a result of your failure to repair or prevent the burst, leak, discharge or overflow within a reasonable amount of time of discovering an Occurrence;
 - b. the cost of repairing or replacing the fixed apparatus, fixed tanks or fixed pipes; or
 - c. more than the first \$5,000;
 - i. to locate and identify the cause; and
 - ii. to repair any damage caused by locating and identifying the cause;
2. earthquake or volcanic eruption but we will not pay for the first \$20,000 or 1% of the Sum Insured at the damaged Business Premises (whichever is the lower amount) of each claim caused by earthquake (you only have to pay one Excess if further damage occurs within 72 hours of an Occurrence);
3. fire, lightning or explosion but we will not pay for damage to boilers or other pressure vessels caused by explosion;

Defined Events Cover

4. impact by:
 - a. a Vehicle, Aircraft (including vibration caused by an Aircraft travelling faster than the speed of sound) or watercraft;
 - b. space debris or debris from an Aircraft, rocket or satellite;
 - c. an animal, other than a domestic animal or guard dog owned by you;
 - d. a falling tree or part of a tree but excluding damage caused by:
 - i. you; or
 - ii. someone else when you have agreed not to hold them responsible if they cause damage to your property while cutting down trees or removing tree branches; or
 - e. a mast, aerial, antenna or satellite dish that has broken or collapsed, but excluding loss or damage to the mast, aerial, antenna or satellite dish itself;
5. malicious damage, but we will not pay for damage:
 - a. caused by you or anyone who permanently or temporarily lives with you; or
 - b. to glass windows and glass doors.
6. riot, civil commotion, industrial or political disturbance;
7. storm and rainwater, but we will not pay for loss or damage:
 - a. to textile blinds and awnings, shade cloth, shade houses or all types of hot and glass houses;
 - b. to gates, fences, signs and retaining walls, unless caused by impact of a falling tree;
 - c. to Contents or Stock in the open air unless they are designed to function without the protection of a Building;
 - d. to Buildings while they are being built that do not have all walls, doors and roofs completely fixed;
 - e. to growing crops, trees or any other plants;
 - f. caused by water seeping or percolating through walls, floors or roofs; or
 - g. caused by water that does not enter the Building through an opening made by the storm.

Temporary removal

We also cover you under Defined Events for your Business Property while it is temporarily removed from your Business Premises to elsewhere in Australia.

Business Property is not covered if it is in transit or contained in any Vehicle away from your Business Premises.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE

Section A – Business Property Cover

Accidental Damage Cover

We will cover you for Accidental Damage to your Business Property at the Business Premises other than the events or items listed under What you are not covered for under Accidental Damage Cover.

The maximum amount we will pay for Accidental Damage Cover for any Occurrence is the accidental damage Sum Insured shown on the Schedule.

What you are not covered for under Accidental Damage Cover

We will not pay for claims under Accidental Damage Cover for loss or damage:

1. caused by any Defined Events covered in Defined Events Cover;
2. caused by events or to the items listed under What you are not covered for on page 13;
3. caused by events or to the items listed under General Policy Exclusions on page 45;
4. which can be covered under any other Section of this Policy, whether you have chosen that cover or not;
5. which occurs as a result of your failure to repair or prevent bursting, leaking, discharging or overflowing of fixed apparatus, fixed tanks or fixed pipes used to hold or carry liquid within a reasonable amount of time of discovering an Occurrence;
6. caused by storm and rainwater, other than damage to fences made entirely from brick, stone, concrete and/or iron;
7. to growing crops, trees or any other plants;
8. caused by water seeping or percolating through walls, floors or roofs;
9. caused by water that does not enter the Building through an opening made by a storm;
10. caused by persons who steal or attempt to steal any property;
11. to glass which is:
 - a. not part of stock for sale; and
 - b. forms part of Buildings, furniture, storage cabinets, showcases, shelves, mirrors, toilet pans, cisterns and hand basins; or
12. to Money.

How we will pay your claim

There are two methods of paying your claims: Reinstatement or Replacement Cost and Indemnity Value.

The Schedule shows which method applies.

Reinstatement or Replacement Cost

We will pay the cost of rebuilding, replacing or repairing any damaged part of your Business Property to the same condition as when they were new.

We will also pay the additional costs required to comply with any statutory authority or by-laws provided you were not required to comply with them before the loss or damage occurred.

The amount we will pay does not include the amount of goods and services tax input credit you are entitled to claim from the Australian Taxation Office.

Business Property may be rebuilt or erected at another location provided we agree in writing and you pay the additional costs to build or erect elsewhere.

If the Business Property is lost or damaged you must start to rebuild, replace or repair within 6 months of the loss or damage. If you do not, we will pay your claim in accordance with the Indemnity Value method of settlement unless we have agreed in writing to extend the period.

We will not pay more than the Sum Insured shown on the Schedule for each item covered.

Indemnity Value

We will at our option pay you:

1. the Indemnity Value;
2. the cost to repair; or
3. the cost you incur to replace

the damaged part of Business Property to a condition the same as at the time the loss or damage occurred taking into consideration age, condition and state of repair.

We will also pay the additional costs required to comply with any statutory authority or by-laws associated with repair or removal of property, provided you were not required to comply with them before the loss or damage occurred.

The amount we will pay does not include the amount of goods and services tax input credit you are entitled to claim from the Australian Taxation Office.

We will not pay more than the Sum Insured shown on the Schedule for each item covered.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE

Section A – Business Property Cover

Additional Benefits

Capital Additions

We cover capital additions to your Buildings and Contents obtained or built during the Period of Cover of up to 10% of the Sum Insured or \$500,000 whichever is the lower amount.

This Additional Benefit is in addition to your Sum Insured.

Directors, Partners and Employees property

We also include cover for loss of or damage to Contents at the Business Premises owned by your directors, partners and Employees which is caused by a Defined Event.

We will pay the Indemnity Value of their personal property up to \$2,000 for any one person and \$5,000 any one Occurrence.

This Additional Benefit is in addition to your Sum Insured.

Fire extinguishment costs

We will pay up to \$10,000 for necessary costs you incur to extinguish a fire on or in the vicinity of your Business Premises which causes or threatens property damage.

We will not pay under this Additional Benefit for:

1. any fines, penalties or liability incurred by you; or
2. any loss of or damage to your property.

This Additional Benefit is in addition to your Sum Insured.

Government fees

We will pay fees imposed by government or statutory authorities where payment is necessary to obtain consent to repair or replace Business Property. We will not pay any fines or penalties.

The cost of government fees are included in the Sum Insured for Business Property.

Landscaping

We will pay up to \$10,000 for the cost to reinstate or repair landscaping at the Business Premises caused by a Defined Event. This cover does not extend to Defined Event Cover point 7 storm and rainwater, nor to Accidental Cover. Landscaping includes plants such as trees, shrubs and lawn that are not stock.

This Additional Benefit is included in the Sum Insured for Business Property.

Professional fees and legal costs

If Business Property has been damaged and the damage is covered, we will pay:

1. reasonable professional fees incurred in connection with the rebuilding or repair and replacement of your Buildings and Contents; and
2. your legal costs incurred for the discharge of your mortgages at the Business Premises following settlement of a claim for total loss of a Building.

The cost of professional fees and legal costs are included in the Sum Insured in respect of the property lost or damaged.

Additional Benefits

Removal of debris

If Business Property has been damaged or destroyed and is covered, we will pay the reasonable costs incurred in the demolition and/or removal of debris from the Business Premises.

We will pay up to the amount shown on the Schedule for removal of debris, or if this is insufficient and you have not exhausted your Sum Insured on the damaged items requiring demolition and/or removal of debris, we will pay up to the remaining balance of the Sum Insured.

Re-writing of records

We cover the reasonable clerical and professional costs incurred to re-write your necessary business records if they are damaged by an Occurrence for which you are covered.

We will not pay for any financial loss caused by the loss of your records under this Additional Benefit.

We will not pay for re-writing of records if you are insured for Section B – Business Interruption Cover.

The maximum amount we will pay for any Occurrence is \$20,000.

This Additional Benefit is in addition to your Sum Insured.

Seasonal increase in Stock

If you have insured Stock as a separate item to your Contents, the Sum Insured on Stock is increased by 25% or \$50,000, whichever is the lower amount for:

1. eight weeks before and including 25th December;
2. two weeks after and including 26th December;
3. four weeks before and including Easter Monday;
4. any other period shown on the Schedule.

If your Sum Insured for Stock is included in another item on the Schedule we will only apply the increase to the portion of the Sum Insured which relates to Stock.

Temporary protection

If Business Property has been lost or damaged and is covered, we will pay up to \$25,000 for the reasonable cost of temporarily protecting the Business Property.

The cost of temporary protection is in addition to the Sum Insured.

Undamaged foundations

If foundations are not destroyed following an Occurrence and any government or statutory authority requires the Business Property to be reinstated on another site, the abandoned foundations will be considered as destroyed.

If the resale value of the original Building site is increased due to the presence of the abandoned foundations, you agree the increase in resale value will be paid to us at the time of sale.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE

Section A – Business Property Cover

What you are not covered for

1. We will not pay for loss or damage caused by:
 - a. **tenants**
intentional loss or damage caused by your tenants other than damage caused by fire or explosion;
 - b. **breach of regulations for hazardous products**
non-compliance by you with any law or regulation in relation to the storage of hazardous products;
 - c. **insects, white ants, termites, mice, rats or any other living organism**, other than as provided by Defined Event 4(c);
 - d. **rust, corrosion or oxidation**;
 - e. **mildew, mould, rotting, disease, contamination, pollutants, or industrial fallout**;
 - f. **inherent vice, change of colour, loss of weight, loss of volume, change in flavour, change in texture**;
 - g. **variation in temperature, variation in humidity, variation in controlled atmosphere**;
 - h. **wear, tear, fading or gradual deterioration**;
 - i. **movement of foundations**
 - i. vibration, heaving, creeping, shrinking, settling, or expansion of foundations or supports of Business Property;
 - ii. erosion, subsidence or earth movement unless caused suddenly by a Defined Event; or
 - iii. collapse of Business Property unless caused suddenly by a Defined Event;
 - j. **faulty work**
 - i. error in, omission of or wrong design;
 - ii. faulty materials or faulty workmanship; or
 - iii. partial or complete cessation of work, process, operation or activity caused by strikes, labour disputes or locked out workers;
 - k. **incorrect siting of Business Property**; or
 - l. **Flood**
Flood, the action of the sea, high water, tidal action or tsunami;
2. We will not pay for loss or damage to:
 - a. **transit**
Business Property while in transit or contained in a vehicle not on your Business Premises; or
 - b. **underground mine**
Business Property located in an underground mine.
3. We will not pay for:
 - a. **legal liability**
any legal liability you incur to pay compensation, damages, fines, or penalties;

What you are not covered for

- b. **breakdown**
cost to repair or replace Business Property due to:
 - i. mechanical, hydraulic, electrical or electronic breakdown, malfunction, breakage or failure unless caused by a Defined Event;
 - ii. computer virus or self replicating or modifying computer programs;
 - iii. access of your computer systems and records by any person not on your Business Premises;
- c. **pollution**
the removal or clean up of pollutants that have left your Business Premises; or
- d. **electronic breakdown**
any loss, damage, expense to or arising from the reduction in the functionality, availability or operation of any electronic equipment unless caused by a Defined Event.

Specific Conditions

Progress payments

If we are liable to pay a claim, we will make reasonable progress payments if requested by you after we have a reasonable opportunity to investigate the cause and extent of the loss or damage.

Stock sold but not delivered

We will pay for loss of or damage to Stock that you have sold but not delivered on the basis of the contract value or the method of settlement whichever is the greater.

Tenants Actions

If a tenant of yours or a tenant of your landlord (but not you) without your consent, causes or contributes to any loss or damage covered by this Policy which is in breach of any terms or conditions, we will cover you for your loss or damage as per this Policy, provided:

1. you have taken all reasonable actions, as soon as you become aware of conditions causing the breach, to have the tenant comply with the terms;
2. you notify us within a reasonable amount of time of becoming aware of the breach; and
3. you agree to pay a reasonable increase in premium for the additional risk.

Underinsurance

For each Occurrence, we will pay the proportion of the loss or damage that the Sum Insured bears to 80% of:

1. the Reinstatement or Replacement Cost of the Business Property where the method of settlement is Reinstatement or Replacement Cost; or
2. the Indemnity Value of the Business Property, on the day the loss or damage occurs where the method of settlement is Indemnity Value.

This Condition will not apply if the amount of loss or damage is less than 5% of the Sum Insured.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE

Section B – Business Interruption Cover

Statements in this section (Section B – Business Interruption Cover) refer only to Business Interruption Cover unless otherwise specifically indicated.

Words with special meaning

Wherever the following words appear they have the following special meaning:

“Additional Increased Cost of Working” means the reasonable and necessary additional costs you incur during the Indemnity Period to reduce or avoid reduction in Turnover.

“Annual Turnover” means the Turnover during the 52 weeks (or its proportionately increased multiple where the Indemnity Period exceeds 52 weeks) immediately before the Occurrence causing interruption to Your Business.

“Customers” means persons or organisations who buy your stock or obtain your services.

“Gross Profit” means the amount by which the sum of the Turnover and the amount of the closing Stock and work in progress (WIP) exceeds the sum of the amount of the opening Stock and work in progress and the amount of the Uninsured Working Expenses.

Example – Gross Profit Calculation

Turnover	+	\$40,000
Opening Stock plus WIP	-	\$10,000
Closing Stock plus WIP	+	\$20,000
Uninsured Working Expenses	-	<u>\$20,000</u>
Gross Profit		\$30,000

“Indemnity Period” means the maximum number of weeks we pay you for business interruption following an Occurrence causing the interruption to Your Business. The Indemnity Period is shown on the Schedule.

“Loss of Rent” means the amount payable to you for rent or lease on a building owned or managed by Your Business which falls short of the amount you would have received if a specified Occurrence had not happened.

“Payroll” means the amount you pay:

1. Employees for wages, bonuses, holiday pay and sick pay;
2. for Payroll tax, fringe benefits tax, workers' compensation insurance premiums, accident compensation levies, superannuation, health insurance and pension fund levies.

“Public Utilities” means a company or statutory authority which supplies you with:

1. external voice and data communication systems;
2. electricity; and/or
3. gas or water which is delivered to you through a reticulated system of pipes from outside your Business Premises.

Words with special meaning

“Quarantinable Disease” means any disease declared or listed as quarantinable under the Australian Quarantine Act 1908 (including amendments) during the Period of Cover.

“Rate of Gross Profit” means the proportion the Gross Profit bears to the Turnover during the financial year immediately before the Occurrence which causes the interruption to Your Business.

Example – Rate of Gross Profit calculation

Gross Profit		\$30,000
Turnover		\$40,000
Rate of Gross Profit	=	$\$30,000/\$40,000 = 0.75.$

“Shortage in Turnover” means the amount your Turnover falls short of your Standard Turnover during the Indemnity Period.

Example – Shortage in Turnover Calculation

Standard Turnover January to June	\$10,000
Standard Turnover July to December	\$30,000
Total Standard Turnover	\$40,000
Date of business interruption	1 July
Indemnity Period	26 weeks
Turnover after business interruption July to December	\$10,000
Adjustment for business trends in turnover	\$ 1,000 increase
Shortage in Turnover	
=	$\$30,000 + \$1,000 - \$10,000 = \$21,000$

“Specified Occurrence” means an Occurrence during the Period of Cover which is covered under the following Sections of this Policy:

1. Section A – Business Property Cover;
2. Section D – Theft Cover;
3. Section E – Money Cover;
4. Section F – Glass Cover.

“Standard Turnover” means the Turnover during the period in the 52 weeks immediately before the Occurrence that corresponds to the Indemnity Period.

“Suppliers” means organisations or persons who supply you with Stock or services.

“Turnover” means the money paid or payable to you for goods sold, Business Property rented or leased by you, and for services rendered.

“Uninsured Working Expenses” means:

1. the cost to purchase Stock; and
2. working expenses you have chosen not to cover.

They are shown on the Schedule.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE

Section B – Business Interruption Cover

Subsection 1 – Loss of Gross Profit Cover

What you are covered for

If you have selected Subsection 1 – Loss of Gross Profit Cover, we cover you for loss of Gross Profit that results from an interruption to Your Business caused by:

At your Business Premises

1. a Specified Occurrence at your Business Premises which we have agreed to pay you for;

Property you part occupy

2. loss of or damage to property in any commercial building or physical complex which:
 - a. contains or forms part of your Business Property;
 - b. can be covered by a Specified Occurrence (even if it is not covered on this Policy or any other policy); and
 - c. prevents, hinders or reduces the use of, or access to your Business Premises;

Property in the vicinity of your Business Premises

3. loss of or damage to property which is not owned or leased by you which:
 - a. is in the vicinity of your Business Premises;
 - b. can be covered by a Specified Occurrence (even if it is not covered on this Policy or any other policy); and
 - c. prevents, hinders, or reduces the use of, or access to your Business Premises;

Public Utilities

4. loss of or damage to property owned by Public Utilities which can be covered by a Specified Occurrence (even if it is not covered on this Policy or any other policy);

(We will not pay for any loss of Gross Profit from loss of or damage to property owned by Public Utilities unless the interruption to Your Business exceeds 48 hours and we will not pay for loss of Gross Profit that occurs during the first 48 hours of the interruption to Your Business.)

Customers and Suppliers premises

5. loss of or damage to premises owned or used by your Suppliers or Customers which can be covered by a Specified Occurrence (even if it is not covered on this Policy or any other policy) up to a maximum of 20% of the Sum Insured shown on the Schedule for Gross Profit; or

Closure by government authorities

6. the closure or evacuation of your Business Premises by an order of a government or statutory authority due to the outbreak or suspected outbreak of infectious disease of humans that are not proclaimed Quarantinable Diseases.

How we will pay your claim

Your loss of Gross Profit is calculated by:

1. multiplying the Rate of Gross Profit by the Shortage in Turnover during the Indemnity Period to produce the loss of Gross Profit amount;
2. deducting from the loss of Gross Profit amount all costs you do not have to pay or agree to pay due to the interruption to Your Business; and
3. adding increased costs you necessarily and reasonably incur to avoid or diminish a reduction in Turnover. We will only pay these increased costs if they reduce the amount we would have to pay if the additional increased costs had not been paid.

We will not pay more than the Sum Insured shown on the Schedule.

Special Condition

Underinsurance

If the Sum Insured for Gross Profit at the commencement of each Period of Cover is less than the sum produced by applying the rate of Gross Profit to 80% of the Annual Turnover the amount we will pay will be reduced by the proportion the Sum Insured for Gross Profit bears to the actual Gross Profit.

This Special Condition will not apply if your claim is for less than 5% of the Sum Insured for Gross Profit.

Subsection 2 – Payroll Cover

What you are covered for

We will cover the reasonable and necessary Payroll costs you incur during the Indemnity Period following a claim under Section B – Business Interruption Cover to:

1. reduce or avoid loss of Turnover;
2. maintain normal business operations and services;
3. resume normal business operations and services; and/or
4. pay out Payroll in lieu of notice;

up to the amount of the Sum Insured shown on the Schedule.

Special Condition

Payroll

If the Schedule shows you are covered for Subsection 2, then Payroll is an Uninsured Working Expense and you agree that your Gross Profit will be reduced accordingly.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE

Section B – Business Interruption Cover

Subsection 3 – Additional Increased Cost of Working Cover

What you are covered for

We cover you for Additional Increased Cost of Working you incur during the Indemnity Period which is not covered or where the cover is insufficient under any other Subsection of Section B – Business Interruption Cover up to the amount shown on the Schedule if the Additional Increased Cost of Working is due to Specified Occurrence.

Subsection 4 – Claims Preparation Costs Cover

What you are covered for

We cover you for the reasonable costs of professional fees you incur to prepare a claim up to the Sum Insured shown on the Schedule.

Optional Benefits

The Schedule will show if the following Optional Benefits are covered.

Accounts receivable

If Your Business is interrupted and the interruption is covered, we will pay you the outstanding debit balances due that you are unable to collect as a result of damage to your records of accounts receivable.

We will also pay interest charges you incur on any overdraft or loan you use to offset additional delays to your normal collection of accounts receivable.

Additional Benefits

Business unit Benefit

If, under Subsection 1 – Loss of Gross Profit Cover, Your Business is operated in separate departments or business units we may, at your option, treat each individual department or business unit as if separately insured provided your books of account, records and other information clearly distinguish between the different departments or business units.

Claims Preparation Costs

We cover you for the reasonable costs of professional fees you incur to prepare a claim up to \$5,000 or the Sum Insured shown on the Schedule, whichever the greater.

Explosion of pressure vessels

We extend your cover for interruption caused by explosion of pressure vessels on your Business Premises.

Re-writing of records

We will cover the reasonable clerical and professional costs incurred to re-write your necessary business records if they are damaged by an Occurrence for which you are covered.

We will not pay for any financial loss caused by the loss of your records under this Additional Benefit.

The maximum amount we will pay for any Specified Occurrence is \$20,000.

This Additional Benefit is in addition to your Sum Insured.

Salvage sale

If we pay a claim and you hold a salvage sale for items damaged by a Specified Occurrence during the Indemnity Period, the Turnover from the damaged items will not be considered as Turnover for the purpose of calculating a claim under Subsection 1 – Loss of Gross Profit Cover.

Special Conditions applicable to Section B – Business Interruption Cover

Adjustment for business trends

When calculating Rate of Gross Profit, Annual Turnover, Standard Turnover and accounts receivable, we will make adjustments to provide for the trend of your business and special circumstances that have or would have occurred if Your Business had not been interrupted.

Adjustment of premium

We will reduce your premium for Subsection 1 – Loss of Gross Profit Cover at the end of each Period of Cover if the Gross Profit earned during the previous 12 months accounting period is less than the Sum Insured. The adjustment rate is 50% of the difference between the premium payable for the Gross Profit Sum Insured and Gross Profit earned.

Any payment made by us under Subsection 1 – Loss of Gross Profit Cover is to be included in the Gross Profit earned for the purpose of this adjustment.

Alternative trading after damage

If during the Indemnity Period the business operates from premises other than the Business Premises, the Turnover earned from other premises will be included in the Shortage in Turnover calculations.

Opening and closing Stock and work in progress

The amounts of the opening and closing Stock and work in progress will be calculated in accordance with your usual accounting procedures and with provision being made for depreciation or appreciation as applicable.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE

Section C – Liability Cover

Statements in this section (Section C – Liability Cover) refer only to Liability Cover unless otherwise specifically indicated.

Words with special meaning

Wherever the following words appear they have the following special meaning:

“**Excess**” means the amount you must pay towards each and every claim for Property Damage and is shown on the Schedule.

“**Compensation**” means all legal costs awarded against you and interest accruing after entry of judgement against you until we have paid the amount outstanding.

“**Geographical Limit**” means:

1. anywhere within the Commonwealth of Australia and its external territories;
2. elsewhere in the world when you or your Employees (who normally reside in Australia) are travelling outside of Australia; and
3. anywhere in the world where your Products are exported to.

“**Internet Operations**” means:

1. use of electronic mail systems by you or your Employees;
2. access through your network to the World Wide Web or a public internet site by you or your Employees;
3. 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
4. the operation and maintenance of your web site.

“**Personal Injury**” means:

1. bodily injury (including death), sickness, disease, disablement, shock, fright, mental anguish or mental injury;
2. wrongful entry, wrongful eviction, false arrest, wrongful detention, wrongful imprisonment;
3. assault provided you did not commit the assault or direct the assault unless the assault occurred while preventing Personal Injury or Property Damage;
4. libel, slander and defamation of character;
5. invasion of right of privacy; and
6. latent Personal Injury (as described in 1 to 5 above) that is first diagnosed by a qualified medical person during the Period of Cover.

Words with special meaning

“**Product**” means anything after it is no longer in your possession or control that you manufactured, labelled, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed including its packaging materials.

“**Professional Service**” means service, advice, counselling, diagnosis, treatment of persons or animals, prescription, or service provided by you which is normally provided for a fee by professional persons.

“**Property Damage**” means physical loss or damage that occurs during the Period of Cover to tangible property and loss of use of tangible property arising out of physical loss or damage to tangible property.

“**Tool of Trade**” means a Vehicle that has tools, implements, machinery or plant attached to or towed by the Vehicle and is being used by you at your Business Premises or a work site you have been contracted to work at.

Tool of Trade does not include Vehicles while travelling to or from a worksite or Vehicles that are used to carry goods to or from any premises.

“**Watercraft**” means any type of vessel, craft or object designed to float on or in water.

What you are covered for

We cover your legal liability to pay compensation for Personal Injury and Property Damage occurring within the Geographical Limit as a result of an Occurrence arising out of Your Business during the Period of Cover. We will not pay more than the sum insured shown on the Schedule.

Additional payments

We will pay the following amounts in addition to the sum insured:

1. all charges, expenses and legal costs incurred by us and by you (if we have agreed in writing to pay) for the defence or negotiation of settlement of any claim for which you are covered; and
2. for the cost of emergency first aid to other persons.

Additional payments you have to pay for

1. If we pay the full sum insured, then you must pay your proportion of Additional payments. The proportion is calculated by dividing the total of the sum insured by the cost of the total amount required to dispose of or settle the claim (but not the cost of Additional payments) against you.
2. We will not pay more than the sum insured shown on the Schedule for the total of “Additional payments” and Compensation awarded against you arising out of claims made or actions issued against you within the United States of America or the Dominion of Canada or claims and actions to which the laws of these countries apply.

Products Liability Sum Insured Aggregated

We will not pay more than the aggregate of the sum insured shown on the Schedule, for all legal liability from all Occurrences, caused by your Products during any one Period of Cover.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE

Section C – Liability Cover

What you are not covered for

We will not cover you for any legal liability:

1. **Aircraft**
caused directly or indirectly by or arising from:
 - a. ownership, possession, maintenance, repair, operation or use of an Aircraft by you or on your behalf; or
 - b. any of your Products which are incorporated into the structure, machinery or instruments of any Aircraft.
2. **Asbestos**
caused directly or indirectly by or arising out of:
 - a. the inhalation of asbestos fibre(s);
 - b. any illness, injury or disease caused or contributed to by exposure to asbestos; or
 - c. damage to or loss of use or reduction in value of property due to the presence of asbestos;
3. **Building operations**
arising directly or indirectly from the construction, erection, alteration, demolition of and/or addition to buildings by you or on your behalf when the total cost of the work exceeds \$500,000;
4. **Contractual Liability**
 - a. assumed under a contract or agreement other than liability for Personal Injury and Property Damage that you would have been liable for by law if the contract or agreement had never existed;
 - b. for your guarantees and warranties of fitness, performance, durability or quality of your Products even if they are implied by law; or
 - c. for delay in or lack of performance by you or on your behalf arising from any contract or agreement even if they are implied by law;
5. **Defective Design**
arising from any defective design or error in specification or formula in any of your Products but we cover you for Products you did not manufacture but were sold, supplied or distributed by you and manufactured by someone else;
6. **Internet Operations**
arising directly or indirectly out of your Internet Operations;
7. **Employers Liability**
 - a. for Personal Injury to any of your Employees arising from or in the course of their employment in Your Business;
 - b. for Personal Injury which you are required by workers' compensation (or similar) legislation to be covered for; or
 - c. for claims made against you under the provisions of any workers' compensation legislation, industrial award, or employment agreement;

What you are not covered for

8. **Exports to North America**
arising directly or indirectly out of Products you know have been exported to the United States of America or the Dominion of Canada or any country, territory or protectorate where the laws of these countries are applied;
9. **Faulty workmanship**
 - a. arising directly or indirectly from or in connection with the cost of performing, completing, reworking, correcting or improving any service or work done or promised to be done by you or someone else on your behalf; or
 - b. for Property Damage to your Products;
10. **Latent Personal Injury**
arising from latent Personal Injury which was not first medically diagnosed during the Period of Cover;
11. **Libel, slander and defamation**
 - a. arising from the publication, utterance or distribution of libellous, slanderous or defamatory material that you knew to be false and you approved the release of the material;
 - b. arising from publishing of books, newspapers, magazines and similar material;
 - c. arising from publishing any political or social material; or
 - d. arising from radio or television broadcasting or any other medium of public transmission such as internet, telephone or dedicated landlines;
12. **Loss of use of property**
for loss of use of property that has not been physically damaged or destroyed and is caused indirectly or directly by:
 - a. delays, non completion or poor performance by you or any other person acting on your behalf; or
 - b. the failure of your Products to meet performance, specifications, quality, fitness or durability that you have implied or promised unless the Products are damaged suddenly and accidentally;
13. **Participants**
for Personal Injury to or damage to property of persons or organisations while they are participating in any sporting exercise or activity such as, but not limited to, aerobics, athletics, any competitive team event, all codes of football, activities under, on or in water, racing of any kind, aerial activities or equestrian activities; (This exclusion does not apply to people racing while only using their own feet for movement.)

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE

Section C – Liability Cover

What you are not covered for

14. Penalties

- a. for fines, penalties, or cost of actions imposed on you due to the application of government legislation or order of a court of law;
- b. for punitive, exemplary, or aggravated damages; or
- c. for any additional damages resulting from the multiplication of compensatory damages against you;

15. Pollution

arising directly or indirectly out of:

- a. the discharge, dispersal, release or escape of Pollutants; or
(This Exclusion (15.a) does not apply to liability caused by a sudden happening which is unintended and takes place entirely at one specific location within the Commonwealth of Australia and its territories);
- b. the cost of removing, nullifying, cleaning up, testing, monitoring, treatment, neutralising or detoxification of Pollutants;

16. Product Recall

for the costs of recalling, withdrawing, removing, inspecting, repairing, reconditioning or replacing your Products;

17. Professional Liability

arising out of your Professional Service or failure to provide Professional Service or any act, mistake or omission you make relating to or from your Professional Service;

(Emergency first aid is not a Professional Service unless you are a qualified medical person and you have insurance for your Professional Services liability);

18. Property in your physical and legal control

- a. for damage to property owned by, leased to or rented to you; or
- b. for damage to property not belonging to you but in your physical and legal control other than the property described in Additional Benefits – Property in your physical and legal control;

19. Treatment

for Personal Injury or Property Damage caused directly or indirectly out of the treatment administered or prescribed by you other than medical first aid;

20. Vehicles

caused by or arising directly or indirectly from the use of, ownership or possession of any Vehicle which is:

- a. registered or required by law to be registered; or
- b. insured for compulsory personal injury insurance or required by any government legislation to be insured for personal injury liability;

What you are not covered for

21. Watercraft

caused by or arising directly or indirectly from the use, ownership, possession, manufacture, repair of any Watercraft which exceeds 8 metres in length, or the fitting, installing or repair of any equipment on or belonging to any Watercraft which exceeds 8 metres in length.

Additional Benefits

Property in your physical and legal control

What you are not covered for, point 18, will not apply to the following property:

1. Buildings used by you for Your Business (including permanent fixtures) which are leased or rented to you and for which you are not required to insure for property damage;
2. Buildings (including permanent fixtures and contents) that are not leased to you which you have temporarily occupied for your business purposes;
3. Vehicles while contained in a vehicle parking area owned or controlled by you providing you do not receive payment from the drivers or owners of the vehicles parked; or
4. property that is being stored, used or repaired by you other than property that you are transporting in or on a Vehicle or storing where you are receiving payment for the transportation or storage.

The maximum we will pay for your legal liability for Additional Benefit – Property in your physical and legal control, points 1, 2 and 3, is the liability sum insured shown on the Schedule.

The maximum we will pay for your legal liability for Additional Benefit – Property in your physical and legal control, point 4, is the Sum Insured for Property in your physical and legal control shown on the Schedule.

Vehicles used as a tool of trade

What you are not covered for, point 20 (Vehicles), does not apply to Vehicles while being used by you as a Tool of Trade.

Vehicles unloading or loading goods

What you are not covered for, point 20 (Vehicles), does not apply to Vehicles while goods are being unloaded or loaded from the Vehicle provided the Vehicle is not being driven or towed during unloading or loading.

Cross liability

Where you comprise more than one entity, each entity will be considered as if they are separately insured by us. If more than one entity is covered we will not pay more than the sum insured shown on the Schedule for each Occurrence.

1 – BUSINESS INSURANCE

Section C – Liability Cover

Special Condition

Discharge of liabilities

We may at any time pay you for all claims against you which arise out of one Occurrence or a series of Occurrences where the sum insured is subject to an aggregate limit (such as liability caused by your Products):

1. the sum insured or limit on sum insured (after amounts already paid by us have been deducted); or
2. any lower amount for which the claim(s) can be settled.

When we make payment to discharge our liability:

1. we will relinquish conduct of and control of the claim(s); and
2. we will not pay further amounts in connection with the claim(s).

If we have made payment to discharge our liability:

1. you will pay us costs, charges and expenses we are entitled to from you that were incurred before the date of our payment which discharged our liability;
2. we will pay you costs, charges and expenses incurred by you (with our written permission) prior to the date of our payment which discharged our liability; and
3. we are entitled to subrogation rights as outlined in General Condition – Subrogation shown on page 47.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE Section D – Theft Cover

Statements in this section (Section D – Theft Cover) refer only to Theft Cover unless otherwise specifically indicated.

Words with special meaning

Wherever the following words appear they have the following special meaning.

“**Sum Insured**” means the amount of cover you have selected.

The Sum Insured does not include the amount you have to pay for goods and services tax because either:

1. we are entitled to claim GST input credits arising out of claims; or
2. you are entitled to claim GST input credits arising out of claims.

What you are covered for

We cover loss of or damage, during the Period of Cover, to the property shown under Theft on the Schedule caused by:

1. any person who forcibly and violently enters or attempts to enter the Business Premises;
2. any person unlawfully concealed on the Business Premises; and/or
3. any person who threatens or commits physical violence to you, your Employees or other persons.

How we will pay your claim

We will not pay more than the Sum Insured shown on the Schedule.

Property not recovered or not repairable

If the covered property is not found within a reasonable time after the loss or cannot be economically repaired, we will pay your cost to replace.

If the covered property is not replaced by you we will pay you the Indemnity Value.

The amount we will pay does not include the amount of GST input credit you are entitled to claim from the Australian Taxation Office.

Property that can be repaired

If the covered property can be repaired for less than the cost to repurchase, at your option we will pay:

1. for the cost to repair covered property up to the cost to repurchase; or
2. the Indemnity Value of covered property after deducting its remaining value.

The amount we will pay does not include the amount of GST input credit you are entitled to claim from the Australian Taxation Office.

Additional Benefits

Additional Benefits included in your Sum Insured

Following a covered Occurrence or attempted Occurrence, we will pay for:

- 1. Damage to Business Premises**
the repair of your Business Premises and property contained inside. We will not pay for damage that is or could be covered in Section A – Business Property Cover, Section E – Money Cover and Section F – Glass Cover, whether you have chosen such cover or not;
- 2. Directors', partners' and Employees' property**
the cost of replacing lost or damaged property (excluding money) belonging to your directors, partners and Employees;
- 3. Fixtures and Fittings**
the cost of replacing stolen fixtures and fittings that you own or are responsible for under a lease or rental agreement and that are permanently attached to a Building even when they are not contained in a locked Building;
- 4. Locks and keys**
the cost of replacing locks or keys used in Your Business;
- 5. Rewriting of records**
additional clerical and professional costs incurred by you to reinstate, reproduce or restore:
 - a. computer systems;
 - b. records, manuscripts, securities, deeds and any other documents used in Your Business; and/or
 - c. specifications, plans, drawings; and
- 6. Theft without forcible or violent entry**
the cost of replacing contents (other than Stock) at your Business Premises following theft without evidence of forcible and violent entry up to \$2,000.

Maximum amount we will pay for Additional Benefits

We will pay up to the total of:

1. the remaining Sum Insured with respect to the item covered after payment of a claim; or
2. if shown on the Schedule, the Sum Insured for the Additional Benefit.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE Section D – Theft Cover

Additional Benefits

Additional Benefits not included in your Sum Insured

1. **Seasonal theft increase of cover**
All Sums Insured are increased by 25% for:
 - a. eight weeks before and including Christmas Day;
 - b. two weeks after and including 26th December;
 - c. four weeks before and including Easter Tuesday; and
 - d. any other period shown on the Schedule.
2. **Temporary protection**
We will pay the cost of necessary temporary protection and repairs to protect covered property following an Occurrence.
The maximum amount we will pay for each Occurrence is \$5,000.
3. **Temporary removal**
We cover you for up to 20% of the Sum Insured while covered property is temporarily removed from the Business Premises to any other premises in Australia provided it is in a locked building.
We do not cover property temporarily removed:
 - a. if it is not owned by you;
 - b. which is tobacco, tobacco products, cigars, cigarettes or beverages containing any alcohol; and/or
 - c. for more than 45 continuous days.

Optional Benefit

Theft in the open air

If shown on the Schedule, we will extend the cover to theft in the open air, provided that the area is securely fenced and all gates are locked when premises are unattended.

The maximum we will pay for this Optional Benefit is the amount shown on the Schedule.

What you are not covered for

1. We will not pay for loss of or damage to:
 - a. Money;
 - b. jewellery, furs, bullion, property made of gold or silver or precious stones unless they are Stock;
 - c. glass unless it is Stock; or
 - d. property not contained in a locked building.
2. We will not pay for loss of or damage to property caused by:
 - a. any person lawfully on your Business Premises;
 - b. any person who does not steal or intend to steal property; or
 - c. fire, earthquake, riot or civil commotion.
3. We will not pay for loss of or damage to property caused by or in any way contributed to by dishonest acts by you, your directors, partners, Employees or any members of your Family.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE

Section E – Money Cover

Statements in this section (Section E – Money Cover) refer only to Money Cover unless otherwise specifically indicated.

Words with special meaning

Wherever the following words appear they have the following special meaning.

“**Financial Service Provider**” means a bank, building society or credit union.

“**Safe**” means a container or strong room constructed of steel and/or concrete which has been designed to protect Money from fire and unauthorised opening by persons using hand operated tools.

What you are covered for

We will pay you for theft, loss of or damage to Money during the Period of Cover when the Money is situated, carried or contained as described in any of the covered Listed Events.

The Schedule will show whether you are insured for any of the Listed Events.

Listed Events

1. Money in Transit

Money while in your personal custody or the custody of persons authorised by you while it is in direct uninterrupted transit from:

- a. the Business Premises (or place of collection) to a Financial Service Provider;
- b. the Business Premises (or place of collection) to your home or the home of an authorised person; or
- c. your home or the home of an authorised person to a Financial Service Provider.

Where Money has been taken by you or an authorised person to your or their home with the intention of banking the Money on the next full trading day of your Financial Service Provider; cover will cease when you have banked the Money but no later than when your Financial Service Provider ceases trading on that day.

Money in Transit includes Money contained in a night safe or automatic teller machine from the time you deposit the Money until the time your Financial Service Provider ceases trading on its next full trading day.

2. Money on Premises

Money contained in your Business Premises:

- a. during normal business hours;
- b. outside normal business hours; or
- c. at any time while contained in a locked Safe.

3. Money in Private Residence

Money contained in:

- a. your home; or
- b. the home of a person authorised by you;

when it has been taken home (from your Business Premises or place of collection) for safe keeping until the time your Financial Service Provider ceases trading on its next full trading day.

How we will pay your claim

We will pay you up to the sum insured shown on the Schedule for each of the Listed Events.

Additional Benefits

Locks and keys

We will pay you the cost of:

1. replacing locks, keys or the combination used to lock your Safe which are stolen, damaged or copied; and
2. opening your Safe following loss of, damage to or attempted theft of Money in the Safe.

The maximum amount we will pay you for this Additional Benefit is \$2,000.

Seasonal increase of cover

All Sums Insured are increased by 25% for:

1. eight weeks before and including Christmas Day;
2. two weeks after and including 26th December;
3. four weeks before and including Easter Tuesday; and
4. any other period shown on the Schedule.

Optional Benefits

Damage to Safes

If Money is stolen, or there is an attempt at stealing your Money from your Safe, we will pay you the cost to repair or replace any loss or damage to the Safe that was caused by the theft or attempted theft.

The maximum amount we will pay for any one Occurrence for this Optional Benefit is the Sum Insured for damage to Safes as shown on the Schedule.

What you are not covered for

1. We will not pay for loss or damage caused by:
 - a. clerical or accounting errors;
 - b. errors in receiving or paying out Money; or
 - c. dishonest acts of your directors, partners, Employees or any member of your Family.
2. We will not pay for loss of or damage to:
 - a. Money which was not discovered within seven days of the loss or damage occurring;
 - b. Money carried by professional money carriers, professional carriers, common carriers, registered debt collectors, document carriers or Australia Post;
 - c. Money while contained in an unattended Vehicle;
 - d. Money from a Safe opened by a key or by use of a combination which has been left on the Business Premises outside normal business hours; or
 - e. Money while it is outside the Commonwealth of Australia.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE Section F – Glass Cover

Statements in this section (Section F – Glass Cover) refer only to Glass Cover unless otherwise specifically indicated.

Words with special meaning

Wherever the following words appear they have the following special meaning.

“**Breakage of Glass**” and “**Broken Glass**” means a fracture that extends through the entire thickness of internal or external glass.

“**External Glass**” means glass comprising windows, walls and doors permanently fixed to the Building which you own or are responsible for under a lease or rental agreement.

“**Internal Glass**” means:

1. glass forming part of furniture, storage cabinets, showcases and shelves;
 2. mirrors other than hand held mirrors; and
 3. toilet pans, cisterns and hand basins;
- which you own or are responsible for under a lease or rental agreement.

“**Malicious Damage**” to Glass means intentional damage to External and Internal Glass by third parties other than Family or Employees.

“**Sum Insured**” means the amount of cover you have selected. The Sum Insured does not include the amount you have to pay for goods and services tax because either:

1. we are entitled to claim GST input credits arising out of claims; or
2. you are entitled to claim GST input credits arising out of claims.

What you are covered for

We cover you for accidental Breakage of Glass and Malicious Damage to the Glass shown on the Schedule which occurs during the Period of Cover.

How we will pay your claim

We will at our option pay the cost to either repair or replace Broken Glass, alarm tapes, frames, signage or signs.

The amount we will pay does not include the amount of GST input credit you are entitled to claim from the Australian Taxation Office.

What you are not covered for

We will not pay the cost to repair or replace Broken Glass, alarm tapes, frames, sign writing or signs:

1. caused by fire, explosion, storm, earthquake and Flood;
2. which are Stock;
3. which are chipped or in poor condition before the Period of Cover;
4. which are damaged during transit to or from your Business Premises;
5. while they are being fitted to or removed from their frame or mounting brackets; and/or
6. which are part of any sign, glass house, conservatory, radio, television screen, computer screen, vase, picture, crystal, crockery, china or glass item normally carried by hand.

We will not cover wear and tear of the Glass shown on the Schedule.

Additional Benefits

If a claim is payable by us we will also pay up to the Sum Insured shown on the Schedule the reasonable cost to replace or repair the following additional items:

Alarm Tapes

alarm tapes, wires or electrical connections, and protective film attached to the glass.

Frames

door, shopfront or window frames which have been accidentally or maliciously damaged (but not for wear and tear).

Sign Writing

sign writing and decorations damaged by the Occurrence.

Stock

spillage of Stock caused by contamination from glass.

Temporary shuttering

the reasonable cost of temporary shuttering and security pending replacement of the Broken Glass.

Overtime

the reasonable costs for after hours service by repairers, express delivery and overtime charges to repair or replace Broken Glass.

Optional Benefit

Signs

If shown on the Schedule, we will extend the cover provided for External Glass to signs which are damaged accidentally, maliciously or by a storm during the Period of Cover.

The maximum we will pay for this Optional Benefit is the amount shown on the Schedule.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE Section G – General Property Cover

Statements in this section (Section G – General Property Cover) refer only to General Property Cover unless otherwise specifically indicated.

Words with special meaning

Wherever the following words appear they have the following special meaning.

“**General Property**” means the property listed on the Schedule.

“**Sum Insured**” means the amount of cover you have selected. The Sum Insured does not include the amount you have to pay for goods and services tax because either:

1. we are entitled to claim GST input credits arising out of claims; or
2. you are entitled to claim GST input credits arising out of claims.

What you are covered for

We cover you for physical loss of or damage to General Property occurring during the Period of Cover.

How we will pay your claim

At our option we will either:

1. pay you the Indemnity Value of the General Property at the time of loss or damage;
2. repair the General Property to a condition equal to but not better or more extensive than its condition when new; or
3. replace the General Property with an item of equal output or capability.

We will not pay more than the Sum Insured shown on the Schedule.

The amount we will pay does not include the amount of GST input credit you are entitled to claim from the Australian Taxation Office.

What you are not covered for

1. We will not cover loss of or damage to General Property which is:
 - a. covered under any other Part of this Policy; and/or
 - b. being constructed, erected, altered, manufactured, cleaned or repaired;
2. We will not cover loss of or damage caused by:
 - a. theft by Employees or unexplained inventory shortages;
 - b. theft from an unlocked Vehicle unless the item was contained in a locked container which is permanently and securely fixed to the Vehicle;
 - c. wear, tear, rust, corrosion, mildew, mould, depreciation or gradual deterioration;
 - d. insects or vermin such as rats, mice, rabbits, possums and birds;
 - e. faulty materials;
 - f. faulty workmanship;
 - g. wrong or incorrect design, plan or specification or failure of design;
 - h. Flood, the action of water from the sea, high sea water, tidal action or tsunami;
 - i. erosion, landslide, subsidence or earth movement;
 - j. mechanical, electrical or electronic breakdown; or
 - k. General Property being used by you not in accordance with the manufacturers' instructions.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE

Section H – Machinery Breakdown Cover

Statements in this section (Section H – Machinery Breakdown Cover) refer only to Machinery Breakdown Cover unless otherwise specifically indicated.

Words with special meaning

Wherever the following words appear they have the following special meaning.

“Breakdown” means unforeseen and sudden physical damage to Machinery which requires repair or replacement to enable normal working to continue. We will also cover damage to other property belonging to you or in your care, custody and control for which you are responsible which results from impact by fragments of the Machinery.

“Cold Chamber” means any insulated refrigerator or freezer or any room, container or vat that is refrigerated by Machinery.

“Machinery” means the items listed on the Schedule under Section H – Machinery Breakdown Cover.

“Sum Insured” means the amount of cover you have selected. The Schedule shows the Sum Insured you have chosen for each item of Machinery insured.

The Sum Insured does not include the amount you have to pay for goods and services tax because either:

1. we are entitled to claim GST input credits arising out of claims; or
2. you are entitled to claim GST input credits arising out of claims.

What you are covered for

We will cover you for Breakdown of Machinery occurring during the Period of Cover.

How we will pay your claim

At our option we will either pay the reasonable cost to repair or replace the Machinery.

If the damage can be repaired, we will only pay for the cost of repairs even if you have authorised replacement based on advice from your repairer. Most items (including sealed refrigeration units) can be repaired.

We will pay the reasonable cost of repairs completed by you in dismantling or re-erecting, or carrying out work in your workshop that would normally be completed by a tradesperson.

We will not pay more than the Sum Insured shown on the Schedule.

What you are not covered for

We will not pay for:

1. loss or damage caused by Occurrences listed under General Policy Exclusions on page 45;
2. the cost of alterations, overhauls, improvements, normal maintenance or additions;
3. any part of Machinery that is worn to the extent it is unserviceable (we will cover you for further Breakdown caused by wear);
4. the cost to repair or replace any parts that are damaged by rust, corrosion, or oxidation;
5. the cost to repair or replace any parts which have suffered only scratching, scoring, cavitation or pitting of surfaces unless such damage was caused by a Breakdown;
6. the cost to repair or replace any belts, ropes, weight bearing wires, chains, tyres, parts made of glass or porcelain, sieves, screens, lubrication fluid (other than refrigerant) and fuel;
7. damage caused by Flood, storm or wind;
8. damage which is covered under Section A – Business Property Cover, whether or not you have insured the Machinery under Section A – Business Property Cover;
9. damage caused by thieves;
10. Breakdown of submersible pumps or well casings unless the submersible pump is listed on the Schedule;
11. damage caused during erection, initial commissioning and testing of equipment;
12. fuses, switches, circuit breakers or other safety devices;
13. damage caused by the failure of fuel cut off devices activated by temperature or oil pressure sender units if:
 - a. you or your repairer has removed or disabled the fuel cut off device; or
 - b. it is reasonable for you to know the fuel cut off device was unserviceable; or
14. damage that is covered under a maintenance or warranty agreement.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE

Section H – Machinery Breakdown Cover

Additional Benefits

Temporary repairs and hire of replacement Machinery

If Machinery suffers a Breakdown which is covered and the Machinery is required immediately for the operation of Your Business, we will pay:

1. the necessary and reasonable cost to hire a replacement machine; or
2. the cost of temporary repairs;

The maximum we will pay is \$10,000 for any one machine. These costs are in addition to your Sum Insured.

Overtime and express freight

If Machinery suffers a Breakdown which is covered and the Machinery is required immediately for the operation of Your Business, we will pay the cost of expediting permanent repair including overtime or the use of express or air freight. The maximum we will pay is \$10,000 for any one machine. These costs are in addition to your Sum Insured.

Loss of refrigerant

We will pay for the cost of flushing, drying and replacing:

1. refrigerant; and
2. lubricating oil

following a Breakdown to refrigeration Machinery. These costs are included in your Sum Insured.

Optional Benefits

Deterioration of Stock in Cold Chambers

The Schedule will show if you are covered for Deterioration of Stock in Cold Chambers.

What you are covered for

We will cover you up to the Sum Insured shown on the Schedule for loss of or damage to Stock due to deterioration while contained in a refrigerated Cold Chamber during the Period of Cover caused by:

1. a change in temperature resulting from:
 - a. Breakdown of Machinery at the Business Premises;
 - b. operation or failure of thermostats, pressure controls or limiting devices other than loss caused by the manual operation or setting of switches; and/or
 - c. the accidental failure of public electricity supply; or
2. refrigerant leaking from the Machinery and contaminating Stock.

How we will pay your claim for Deterioration of Stock in Cold Chambers

We will pay you the Indemnity Value or the contracted price from your usual customer whichever is the higher.

We will not pay more than the Sum Insured shown on the Schedule.

What you are not covered for

We will not pay for:

1. loss of or damage to stock that was not contained in a Cold Chamber refrigerated by Machinery insured with us unless the Machinery is otherwise insured for Machinery Breakdown Cover or covered under a maintenance agreement;
2. loss of or damage to embryos or semen; or
3. loss of or damage to any living animal, plant, fungus or organism.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE

Section H – Machinery Breakdown Cover

Special Conditions

Check that the item can not be repaired

You or your repairer is to keep all Machinery or parts for a period of 30 days after you have reported (in writing) a loss or damage to us and allow us access, at our cost, to inspect the Machinery or parts. If you do not keep the Machinery or parts, we may refuse to pay part or all of a claim.

Your repairer will be required to make written records showing adequate details of loss or damage to Machinery, cause of loss or damage, work done and parts replaced. If you do not ensure the repairer complies with the request, we may refuse to pay part or all of a claim.

Replacement Machinery

If you purchase Machinery during the Period of Cover which replaces Machinery you sell or dispose of during the Period of Cover, we will cover the replacement Machinery up to the Sum Insured shown on the Schedule for replaced Machinery.

Salvage value

If any replaced Machinery or parts are worth more than the amount paid by scrap metal merchants, then the value of the Machinery or parts will be deducted from the amount we pay.

Underinsurance

Where you have declared to us the quantity of Machinery items; and

1. we have shown on the Schedule that all Machinery at the Business Premises is covered (with or without Machinery Exclusions); and
2. the actual total number of the Machinery items at the Business Premises exceeds the quantity declared by more than two Machinery items

we will reduce the amount we pay by the proportion the quantity of declared Machinery items bears to the number of Machinery items at the Business Premises at the time of loss.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE

Section I – Electronic Equipment Cover

Statements in this section (Section I – Electronic Equipment Cover) refer only to Electronic Equipment Cover unless otherwise specifically indicated.

Words with special meaning

Wherever the following words appear they have the following special meaning.

“Breakdown” means sudden and unexpected electronic, electrical or mechanical failure of Electronic Equipment which requires repair or replacement to enable normal operation to continue.

“Electronic Data” means:

1. software, programs and information stored on magnetic tapes, magnetic hard or floppy disks, removable or flash drives and compact disks; and
2. magnetic tapes, magnetic floppy disks, removable or flash drives and compact disks.

“Electronic Equipment” means the Electronic Equipment listed on the Schedule.

“Sum Insured” means the amount of cover you have selected. The Schedule shows the Sum Insured you have chosen for each item of Electronic Equipment insured.

The Sum Insured does not include the amount you have to pay for goods and services tax because either:

1. we are entitled to claim GST input credits arising out of claims; or
2. you are entitled to claim GST input credits arising out of claims.

“Turnover” means the money paid or payable to you for goods sold, Business Property rented or leased by you, and for services rendered.

Types of Cover

There are three types of Cover shown in Subsections 1 and 2 and 3. The Schedule shows which Subsections you are covered for.

Subsection 1 – Breakdown Cover

What you are covered for

We will cover you for the cost to repair or replace your Electronic Equipment to its former state of serviceability caused by a Breakdown during the Period of Cover.

How we will pay your claim

Electronic Equipment more than 5 years old

If the Electronic Equipment was manufactured more than 5 years before the Occurrence, we will, at our option, pay the Indemnity Value or the cost to repair or replace the Electronic Equipment whichever is the lower.

The amount we will pay does not include the amount of GST input credit you are entitled to claim from the Australian Taxation Office.

Electronic Equipment less than 5 years old

If the Electronic Equipment was manufactured less than 5 years before the Occurrence, we will, at our option, pay the cost to either repair or replace the Electronic Equipment.

The amount we will pay does not include the amount of GST input credit you are entitled to claim from the Australian Taxation Office.

We will not pay more than the Sum Insured shown on the Schedule for each item.

What you are not covered for

We will not pay for:

1. the cost of alterations, overhauls, improvements or additions;
2. any part of Electronic Equipment that is worn to the extent it is unserviceable (we will cover you for further Breakdown caused by wear);
3. parts that are damaged gradually over a period of time caused by rust, corrosion, or oxidation;
4. parts which have suffered only scratching of surfaces unless such damage was caused by a Breakdown;
5. the cost to repair or replace any belts, ribbons, toner, ink, filters, fuses, batteries and data storage disks and tapes which are not fixed internally in the Electronic Equipment;
6. damage caused by Flood, storm or wind;
7. damage which is covered under Section A – Business Property Cover, whether or not you have insured the Electronic Equipment under Section A – Business Property Cover; or
8. consequential loss other than the cover provided in Subsections 2 and 3 of Section I – Electronic Equipment Cover.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE

Section I – Electronic Equipment Cover

Special Conditions for Subsection 1 – Breakdown Cover

Follow manufacturers instructions

You must maintain, service and use the Electronic Equipment in accordance with the manufacturers instructions. If you do not we may reduce the amount we pay.

Maintenance agreements

If a maintenance agreement is listed on the Schedule, we will not pay your claim unless the maintenance agreement is current at the time of the Occurrence.

Underinsurance

Where you have declared to us the quantity of Electronic Equipment items; and

1. we have shown on the Schedule that all Electronic Equipment at the Business Premises is covered; and
2. the actual total number of the Electronic Equipment items at the Business Premises exceeds the quantity declared by more than four electronic items

we will reduce the amount we pay by the proportion the quantity of declared Electronic Equipment items bears to the number of Electronic Equipment items at the Business Premises at the time of loss.

Subsection 2 – Restoration of Electronic Data Cover

What you are covered for

If the Schedule shows that you have Restoration of Electronic Data Cover, we will pay the cost to replace or reconstruct your Electronic Data that has been lost or damaged due to a Breakdown to Electronic Equipment during the Period of Cover.

How we will pay your claim

We will pay up to the Sum Insured shown on the Schedule, the cost to:

1. replace disks and tapes containing Electronic Data;
2. replace software and programs; and
3. reconstruct business information stored on your Electronic Equipment.

What you are not covered for

We will not pay for the cost of restoring data created more than 3 months before the Occurrence causing loss of data that has not been backed up on alternative disks or tapes.

Subsection 3 – Additional Increased Cost of Working Cover

What you are covered for

We cover you for reasonable and necessary additional costs you incur during the Period of Cover and 90 days after the Period of Cover to prevent a reduction in your turnover caused by Breakdown of Electronic Equipment during the Period of Cover. We will pay up to the Sum Insured shown on the Schedule.

What you are not covered for

We will not pay for additional costs incurred during the first 48 hours following Breakdown.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE Section J – Transit Cover

Statements in this section (Section J – Transit Cover) refer only to Transit Cover unless otherwise specifically indicated.

Words with special meaning

Wherever the following words appear they have the following special meaning.

“Flood Damage” means physical loss of or damage to the conveying Vehicle and/or trailer or Business Property caused by Flood or the interruption of the journey due to Flood.

“Sum Insured” means the amount of cover you have selected and is shown on the Schedule.

The Sum Insured does not include the amount you have to pay for goods and services tax because either:

1. we are entitled to claim GST input credits arising out of claims; or
2. you are entitled to claim GST input credits arising out of claims.

What you are covered for

We will cover you for loss of or damage to your Business Property caused by a Defined Event (listed below) while it is in or on a conveying vehicle and/or trailer and while being loaded or unloaded from the conveying Vehicle and/or trailer during the Period of Cover.

Defined Events – Transit

1. collision and/or overturning of the conveying Vehicle and/or trailer;
2. fire or explosion in or in the immediate vicinity of the conveying Vehicle and/or trailer;
3. Flood Damage;
4. riots, strikes, civil commotion and malicious damage;
5. theft, provided there is visible evidence of forcible entry to:
 - a. the conveying Vehicle and/or trailer; or
 - b. a building in which the conveying Vehicle and/or trailer is garaged.

How we will pay your claim

We will pay the Indemnity Value of the Business Property at the time of loss or damage up to the amount shown on the Schedule.

The amount we will pay does not include the amount of GST input credit you are entitled to claim from the Australian Taxation Office.

Additional Benefit

Removal of debris

We will also pay for the cost you incur to remove debris arising out of a covered event up to a maximum of \$20,000 for any one Occurrence.

This Additional Benefit is in addition to the Sum Insured.

What you are not covered for

We will not pay a claim if at the time of the loss or damage the conveying Vehicle and/or trailer is:

1. outside the Commonwealth of Australia;
2. being driven by a person who –
 - a. has their faculties affected by intoxicating alcohol or drugs;
 - b. does not have a current licence as required by legislation to operate or drive the conveying Vehicle and/or trailer at the place of the Occurrence;
 - c. has a level of blood alcohol which exceeds the limit permitted by any legislation applicable to the driver; or
 - d. has refused a blood or breath test for intoxicating alcohol or drugs (we will not refuse to pay your claim if you can prove you did not know that the driver was affected by alcohol or drugs or was unlicensed);
3. in an unroadworthy condition;
4. carrying a load in excess of the designed carrying capacity;
5. carrying a load which the Vehicle is not designed to carry; or
6. carrying hazardous goods other than in accordance with legal requirements.

We will not refuse to pay your claim if you can prove you did not know the Vehicle was being driven:

1. in an unroadworthy condition;
2. carrying a load in excess of the designed carrying capacity;
3. carrying a load which the Vehicle is not designed to carry; or
4. carrying hazardous goods other than in accordance with legal requirements.

We will not pay for loss of or damage to your Business Property if:

1. the Vehicle was not locked;
2. the Business Property was not transported in a part of the Vehicle where it was sufficiently secured against theft; or
3. the Building in which the conveying vehicle and/or trailer was garaged at the time of loss was not sufficiently secured against theft.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE

Section K – Dishonesty of Employees Cover

Statements in this section (Section K – Dishonesty of Employees Cover) refer only to Dishonesty of Employees Cover unless otherwise specifically indicated.

Words with special meaning

Wherever the following words appear they have the following special meaning.

“Employee and Employees” means any person who is employed by you but does not include any of your directors or any trustees while acting on behalf of any trust.

“Sum Insured” means the amount of cover you have selected and is shown on the Schedule.

The Sum Insured does not include the amount you have to pay for goods and services tax because either:

1. we are entitled to claim GST input credits arising out of claims; or
2. you are entitled to claim GST input credits arising out of claims.

What you are covered for

We cover you for loss of Business Property or Money caused by dishonest conduct by Employees who intend to receive a benefit from their dishonest conduct and the loss occurs during the Period of Cover.

How we will pay your claim

We will pay up to the Sum Insured shown on the Schedule for the total of all Occurrences during the Period of Cover.

What you are not covered for

We will not cover you for loss of Business Property or Money:

1. that is discovered more than 12 months after the Period of Cover has expired;
2. if the only proof of loss is shortage revealed by an inconsistency in:
 - a. accounting records;
 - b. comparison between physical counts and inventory or Stock records; or
 - c. profit and loss calculation;
3. resulting from the conduct of an Employee after you have discovered the Employee has previously engaged in dishonest conduct or has previous convictions for dishonest acts;
4. resulting from dishonest conduct of an Employee which occurs after you discover the Employee is engaging in or likely to engage in dishonest conduct; or

What you are not covered for

5. that is not reported to us in writing within 5 days of:
 - a. the discovery of the loss; or
 - b. the first time you have reasonable cause to suspect any Employee is engaging in or likely to engage in dishonest conduct connected to the loss

whichever occurs first.

We will not pay for any additional financial losses other than the loss of Business Property or Money dishonestly lost or stolen.

Additional Benefits

Auditors Fees

We will pay the reasonable and necessary fees you incur for your Business Property and accounting records to be audited to validate a claim or bring criminal charges against an Employee. The maximum we will pay is the difference between the amount of the loss we pay you and the remaining Sum Insured.

The amount we will pay does not include the amount of GST input credit you are entitled to claim from the Australian Taxation Office.

Special Conditions

Employee's Salary

You agree to withhold (to the extent you are allowed by law) and to retain salary, commission, moneys or assets that are the property of Employees whose conduct has caused a claim. If you do not we may reduce the claim by the amount you do not retain.

Business Property recovered from Employees

If Business Property is recovered by you from your Employees after we have paid a claim, we agree the Business Property will be first applied to your Excess and any uninsured loss you have incurred and then the balance will be paid to us up to the amount we have paid including our costs in handling the claim.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE Section L – Tax Audit Cover

Statements in this section (Section L – Tax Audit Cover) refer only to Tax Audit Cover unless otherwise specifically indicated.

Words with special meaning

Wherever the following words appear they have the following special meaning.

“**Additional Costs**” means:

1. professional fees paid to accountants and solicitors who are not your Employees;
2. fees charged to you for preparation of evidence by your financial service providers;
3. overtime paid by you to your Employees to prepare for or represent you in any audit or investigation; and
4. travelling and accommodation expenses incurred by you or your Employees.

“**Sum Insured**” means the amount of cover you have selected and is shown on the Schedule.

The Sum Insured does not include the amount you have to pay for goods and services tax because either:

1. we are entitled to claim GST input credits arising out of claims; or
2. you are entitled to claim GST input credits arising out of claims.

What you are covered for

We will cover your reasonable and necessary Additional Costs you incur following notice during the Period of Cover of an audit or investigation by a state or federal Commissioner of Taxation relating to your liability to pay:

1. income tax;
2. fringe benefits tax;
3. capital gains tax;
4. wholesale and sales tax;
5. payroll tax; and
6. goods and service tax.

We will not pay more than the Sum Insured shown on the Schedule during the Period of Cover.

What you are not covered for

1. We will not pay for any legal liability, court costs, fines, penalties, tax, penalty tax or interest.
2. We will not pay for Additional Costs incurred:
 - a. after the audit or investigation has been completed;
 - b. six months or more after the date the audit or investigation was first notified to you;
 - c. from your refusal or failure to comply with any lawful request made by a State or Federal Commissioner of Taxation to produce documents or supply information;
 - d. from audits or investigations under customs legislation;
 - e. from audits or investigations which you were notified of or knew of before the Period of Cover;

What you are not covered for

- f. from audits or investigations of income received or earned outside the Commonwealth of Australia; or
- g. from any fraudulent act or omission committed by you or on your behalf.

Special Conditions

Errors

If you or any person acting on your behalf becomes aware of any error in any return of income or other documents supplied to a State or Federal Commissioner of Taxation, you must notify the Commissioner of Taxation without delay.

If you do not notify the Commissioner of Taxation without delay we may refuse to pay all or part of your claim.

Tax returns

You must submit all returns and documents within the time limits prescribed by all relevant statutes, regulations and as lawfully required by a Commissioner of Taxation.

If you do not submit your returns on time we may refuse to pay all or part of your claim.

Income disclosure

You must make full and complete disclosure of all income, turnover and expenses required by any tax legislation. If you do not and the incomplete disclosure was made to avoid payment of tax, we will not pay any of your claim.

Claims

If you have a claim you agree to:

1. keep us fully informed of all matters in relation to your claim;
2. send us copies of all correspondence in relation to your claim within 5 days of receiving them;
3. instruct your accountants and solicitors to provide us with all relevant documents and information in relation to your claim; and
4. permit us when necessary to instruct your accountants and solicitors in matters relating to your claim and for the cost of these instructions to form part of your claim. This does not mean we will take over or represent you in the audit or investigation.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE

Section M – Personal Accident & Illness

Statements in this section (Section M – Personal Accident and Illness Cover) refer only to Personal Accident and Illness Cover unless otherwise specifically indicated.

Words with Special Meaning

Wherever the following words appear they have the following special meaning.

“Capital Benefits” means Listed Events (A) 1 to (A) 18 and (B) 22 and the corresponding benefit percentage shown in the Listed Events table.

“Covered Person” means the person named in the Schedule who is covered for Personal Accident and/or Illness Cover.

“Disablement” and “Disabled” means the Covered Person being unable to carry out any of the income generating activities of their usual occupation.

“Excess Period” means the period from the commencement of a period of disability or partial disability during which time the weekly benefit will not be paid by us.

“Illness” means any sickness or disease first diagnosed by a medical practitioner during the Period of Cover.

“Injury” means bodily injury caused by violent, external and visible actions to the Covered Person and also includes Injury caused by exposure to extreme weather conditions.

“Listed Event” means events shown in the Listed Events table caused by Injury or Illness.

“Number of Weeks Covered” means the period the Covered Person is covered for Partial Disablement and Disablement arising from an Injury or Illness. The number of weeks you are covered for is shown on the Schedule.

“Partial Disablement” and “Partially Disabled” means the Covered Person is unable to carry out some, but not all, of the income generating activities of their usual occupation.

“Permanent Disablement” means Disablement that will continue for the life of the Covered Person.

“Permanent Partial Disablement” means Partial Disablement that will continue for the life of the Covered Person.

“Temporary Disablement” or “Temporarily Disabled” means Disablement that the Covered Person will recover fully from in due course.

“Temporary Partial Disablement” or “Temporarily Partially Disabled” means Partial Disablement that the Covered person will recover fully from in due course.

Words with Special Meaning

“Weekly Accident Benefit” means Listed Events (A) 19 and (A) 20 and the corresponding benefit percentage shown in the Listed Events table and the Schedule.

“Weekly Illness Benefit” means Listed Event (B) 21 and the corresponding benefit percentage shown in the Listed Events table and the Schedule.

Capital Benefit

What you are covered for

We will pay for Permanent Disablement or Permanent Partial Disablement following:

1. an accident during the Period of Cover that causes Injury but only if the Schedule shows that the Covered Person has Weekly Accident Benefit; or
 2. an Illness shown on the Listed Events table during the Period of Cover but only if the Schedule shows that the Covered Person has Weekly Illness Benefit;
- where Disablement or Partial Disablement begins during the Period of Cover.

How we will pay your Capital Benefit

We will pay the amount of Benefit shown in the table of Listed Events. The Capital Benefit is calculated by selecting the highest benefit percentage of the Listed Events that were caused by the Injury or Illness the Covered Person has suffered. The amount we will pay is the Capital Benefit Sum Insured multiplied by the Benefit percentage of the applicable Listed Event.

The amount we will pay will be reduced by the amount we have paid in weekly benefits leading up to the diagnosis of Permanent Disablement or Permanent Partial Disablement by a medical practitioner.

We will not pay more than the Capital Benefit Sum Insured shown on the Schedule for any one Injury or Illness.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE

Section M – Personal Accident & Illness Cover

Weekly Accident Benefits

What you are covered for

We will pay for the period the Covered Person is:

1. Temporarily Disabled; or
 2. Temporarily Partially Disabled;
- caused by an Injury occurring during the Period of Cover.

How we will pay Weekly Accident Benefits

If the Covered Person is Disabled or Partially Disabled, we will pay the Weekly Accident Benefit from the first day the Covered Person sought medical advice from a medical practitioner until:

1. the Covered Person is no longer Disabled or Partially Disabled; or
2. we have paid Weekly Accident Benefit Cover for the total number of weeks insured;
3. if the Covered Person is Disabled and becomes Partially Disabled, we begin to pay the Listed Event for Temporary Partial Disablement;
4. if the Covered Person is Partially Disabled and becomes Disabled, we begin to pay the Listed Event for Temporary Disablement;

whichever occurs first.

What you are not covered for

We will not pay for:

1. the Excess Period shown on the Schedule;
2. Disablement or Partial Disablement that does not begin during the Period of Cover;
3. Disablement or Partial Disablement caused by an Illness; or
4. Disablement or Partial Disablement caused by an Injury that occurred before the cover began, unless the Covered Person was continuously insured with us or another insurer, in which case we will pay the Weekly Accident Benefit up to the amount the Covered Person was previously covered for.

Weekly Illness Benefit

What you are covered for

We will pay, for the period the Covered Person is temporarily totally disabled as a result of an Illness, the amount shown on the Schedule and the Listed Events table as Weekly Illness Benefits, provided the Illness was first diagnosed more than 28 days after the first day of cover or for any new or increased Sums Insured.

If the Covered Person was continuously insured with us or another insurer, we will pay the Weekly Illness Benefit up to the amount the Covered Person was previously covered for.

How we will pay Weekly Illness Benefits

If the Covered Person is Disabled, we will pay the Weekly Illness Benefit from the first day the Covered Person sought medical advice from a medical practitioner until:

1. the Covered Person is no longer Disabled;
2. we have paid for the number of weeks the Covered Person has Weekly Illness Benefits for; or
3. the Covered Person becomes Permanently Disabled;

whichever occurs first.

What you are not covered for

We will not pay for:

1. the Excess Period shown on the Schedule;
2. the first seven days of any Disablement even if the Excess Period shown on the Schedule is for a lesser amount;
3. Disablement that does not begin during the Period of Cover; or
4. any Illness which the Covered Person contracted and was aware of during the first 28 days after the first day of cover or for any new or increased Sums Insured. If the Covered Person was continuously insured with us or another insurer we will pay the Weekly Illness Benefit up to the amount the Covered Person was previously covered for.

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE

Section M – Personal Accident & Illness Cover

Listed Events Table

	Benefit %
(A) Where cover is shown on the Schedule, Injury by accident causing:	
1. Death	100.0
2. Permanent Disablement	100.0
3. Permanent and incurable paralysis of all limbs	100.0
4. Permanent total loss of sight in both eyes	100.0
5. Permanent total loss of sight in one eye	75.0
6. Permanent total loss of use of two limbs	100.0
7. Permanent total loss of use of one limb	75.0
8. Permanent total loss of hearing in:	
a. both ears	75.0
b. one ear	25.0
9. Permanent total loss of the lens of one eye	50.0
10. Permanent total loss of use of four fingers and thumb of either hand	75.0
11. Permanent total loss of use of four fingers of either hand	50.0
12. Permanent total loss of use of one thumb of either hand:	
a. both joints;	35.0
b. one joint	20.0
13. Permanent total loss of use of any finger of either hand:	
a. three joints;	12.5
b. two joints;	10.0
c. one joint	7.5
14. Permanent total loss of use of either foot:	
a. all toes – one foot;	15.0
b. great toe – both joints;	7.5
c. great toe – one joint;	5.0
d. other than great toe, each toe	2.5
15. Permanent total loss of speech	25.0
16. Permanent disfigurement from burns:	
a. to more than 50% of the surface area of the head and neck	30.0
b. to more than 50% of the surface area of the remainder of the body	20.0
17. Fractured leg or patella with established non-union	15.0
18. Shortening or lengthening of leg by at least 5cm	10.0
19. Disablement	weekly benefit shown on the Schedule
20. Temporary Partial Disablement	25% of the insurance provided under 19.
(B) Where cover is shown on the Schedule	
21. Temporary total Disablement caused by Illness	weekly benefit shown on the Schedule
22. Permanent and incurable paralysis of all limbs or permanent total loss of sight in both eyes caused by Illness	100.0

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE

Section M – Personal Accident & Illness Cover

Additional Benefits

Disappearance

If the Covered Person disappears following the sinking, disappearing or wrecking of a watercraft, Aircraft or Vehicle in which the Covered Person was travelling in and the body is not found within 365 days of disappearing, we will assume that the Covered Person has died from an Injury.

Funeral expenses

If we pay the Capital Benefit for death, we will also pay the cost to return the body to the Covered Person's place of residence and/or for funeral expenses.

We will not pay more than \$5,000 for this Additional Benefit.

Indexation of weekly benefits

We will pay an additional 0.5% of weekly benefits for each full calendar month the Covered Person is Disabled for more than 120 consecutive days.

Rehabilitation

If the Covered Person is:

1. Disabled by an Injury for more than 120 days; and
2. there are reasonable prospects the person will resume their usual occupation

we will pay up to 25% of the Weekly Illness or Accident Benefit for the number of weeks covered to a rehabilitation program approved by us.

What you are not covered for

1. We will reduce Weekly Accident and Illness Benefits and Rehabilitation Additional Benefit by the amount the Covered Person is entitled to receive as compensation from:
 - a. workers' compensation or compensation the Covered Person's employer is required to pay under any legislation, employment award or contract of service; and/or
 - b. compulsory motor vehicle compensation schemes or policies.
2. We will not pay for:
 - a. Capital Benefits unless the Listed Event occurs within:
 - i. 12 months of the Injury or first diagnosis of the Illness; or
 - ii. the number of weeks covered for Weekly Benefitswhichever is the longer period;
 - b. any Listed Event after the Covered Person has attained the age of 66 years;
 - c. any Listed Event caused by Human Immunodeficiency Virus (HIV) infection, unless the Covered Person can prove the HIV infection was not transmitted to them:
 - i. sexually; or
 - ii. through their use of injected drugs that were not administered nor prescribed by a medical practitioner;
 - d. any Listed Event resulting from an Injury obtained while the Covered Person is flying or engaging in aerial activities;
(we will pay you if the Covered Person is a fare paying passenger in an aircraft that is flying on a scheduled and regular route, which is not an Aircraft that seats fewer than 3 passengers (excluding the pilot) nor is a balloon);
 - e. Listed Events caused directly or indirectly from:
 - i. sexually transmitted disease;
 - ii. injected drugs that were not administered nor prescribed by a medical practitioner; or
 - iii. any Injury or Illness that the Covered Person knew existed before the Period of Cover;
 - f. any Listed Events caused by the Covered Person's faculties being impaired by:
 - i. alcohol; or
 - ii. drugs that were not administered nor prescribed by a medical practitioner;
 - g. any Listed Event arising out of pregnancy, childbirth or miscarriage, whether or not caused by an Injury or Illness;

Part B – Business Insurance Policy Terms and Conditions

1 – BUSINESS INSURANCE

Section M – Personal Accident & Illness Cover

What you are not covered for

- h. any Listed Events deliberately caused by you or the Covered Person; or
- i. any Listed Event caused by Injury while the Covered Person was participating in or training for:
 - i. sports that the covered person receives an income from;
 - ii. driving, sailing, flying or riding in any kind of race;
 - iii. any form of competitive organised football code;
 - iv. diving when using breathing apparatus other than a snorkel;
 - v. parachute jumping, parasailing or bungee jumping;
 - vi. hang gliding;
 - vii. mountaineering or rock climbing;
 - viii. boxing, wrestling, judo, karate, martial arts, or any other sport that includes personal self defence.

Special Conditions

Benefits to be paid only once

We will only pay you for one of the Listed Events (A) 19, (A) 20, or (B) 21 during a period of Disablement or Partial Disablement. The Listed Events are not cumulative.

If Illness is:

1. caused by an Injury that is covered by the Policy; and
2. would not have been contracted but for that Injury;

then the Illness is part of the original Injury. We will pay all Benefits for any such Illness in accordance with Capital and Weekly Accident Benefits.

Capital Benefit ceases upon payment

All cover ceases for Capital Benefits if we pay 100% of the Capital Benefit Sum Insured.

Your Duty of Disclosure

Before you renew your Policy you must advise us of:

1. any Injury or Illness the Covered Person is suffering from, or has suffered during the past 12 months;
2. any change in the occupation(s) of the Covered Person; and/or
3. any insurer that has refused to insure the Covered Person for Injury, Illness or death.

If you do not advise us we may refuse to pay part or all of any claim you make under this Section of your Policy.

Medical examinations

If you claim a Benefit, we may require the Covered Person to be examined by our medical practitioners to determine the cause, extent and recommend treatment for the Injury or Illness. If the Covered Person does not permit our medical practitioners to examine him or her we will not pay the claim.

If the Covered Person dies from their Injury or Illness we may require an autopsy or inquest. If you or some other person (other than a legal court of Australia), refuses to allow the autopsy we will not pay the claim.

Part B – Business Insurance Policy Terms and Conditions

2 – MOTOR VEHICLE INSURANCE Section A – Business Vehicle Cover

Statements in this section (Section A – Business Vehicle Cover) refer only to Business Vehicle Cover unless otherwise specifically indicated.

Words with Special Meaning

"Broken" means a fracture extending through the entire thickness of the glass or, in the case of a laminated glass, a fracture which extends through all layers of the windscreen.

"Hazardous Goods" means:

1. explosive substances or items (Class 1);
2. more than 500 litres of gas whether compressed, liquefied or dissolved under pressure (Class 2);
3. more than 450 litres or 400 kilograms of:
 - a. flammable liquids or substances with a closed cup flash point below 23 degrees Celsius (Class 3);
 - b. flammable solids liable to spontaneous combustion or which emit flammable gases on contact with water (Class 4);
 - c. oxidising agents (Class 5); or
 - d. corrosive liquids or substances (Class 8);
4. toxic substances (Class 3);
5. infectious substances (Class 6); and
6. radioactive substances (Class 7).

"Market Value" means the cost to purchase (including stamp duty) a Vehicle of the same make, model, age, odometer reading and condition. The value of registration, compulsory insurance and dealer warranties is not included in the Market Value.

"Substitute Vehicle" means a Vehicle being used as a substitute for your Vehicle when it is unavailable to be used due to repairs, servicing or damage.

"Tool of trade" means a Vehicle that has tools, implements, machinery or plant attached to or towed by the Vehicle and is being used by you at your premises or a work site you have been contracted to work at. Tool of trade does not include Vehicles while travelling to or from a worksite or Vehicles that are used to carry goods to or from any premises.

"Your Vehicle" means the Vehicle described on the Schedule and any Vehicle that permanently replaces that Vehicle.

Types of cover

We offer two types of cover. The type of cover you have selected is shown on the Schedule.

Comprehensive

Subsection 1 and Subsection 2 of this Policy applies.

Third Party Property Damage Only

Subsection 2 of this Policy applies in full.

Use of the Vehicle

We cover Your Vehicle when you are using it:

1. for social, domestic and pleasure purposes;
2. for demonstration for sale;
3. in connection with servicing, repairing and subsequent testing;
4. for tuition;
5. for towing a caravan, trailer or Vehicle;
6. for use in a car sharing arrangement, including travel to and from work;
7. in connection with your occupation or business; and
8. for voluntary work in relation to sporting or social clubs.

We will not cover you or any driver if you have hired out Your Vehicle to anyone unless we have agreed in writing.

Part B – Business Insurance Policy Terms and Conditions

2 – MOTOR VEHICLE INSURANCE Section A – Business Vehicle Cover

Policy Excesses

The Policy Excesses are the amounts shown on the Schedule that you must pay towards the cost of each claim. You may have to contribute more than one Excess.

Basic Excess

The basic Excess is the amount you pay towards each claim and is shown on the Schedule as basic Excess.

Tipping Excess

In addition to the basic Excess you agree to pay an additional excess of 100% of the basic Excess if at the time of an accident resulting in a claim:

1. Your Vehicle's tipping hoist (if one is fitted) is extended, extending or retracting; or
2. the tipping hoist (if one is fitted) of a trailer attached to Your Vehicle is extended, extending or retracting.

Age and inexperienced driver Excess

In addition to the basic and tipping Excesses you agree to pay an age and inexperienced driver Excess if at the time of an accident resulting in a claim, the person driving Your Vehicle is:

1. 21 years of age or under, an additional 150% of the basic Excess;
2. under 25 years of age and over 21 years of age an additional 100% of the basic Excess; or
3. 25 years of age or older, and has not been licensed to drive Your Vehicle for more than 2 years, an additional 100% of the basic Excess.

Subsection 1 – Vehicle Cover

What you are covered for

We cover you for theft, accidental loss of, accidental damage to, and malicious damage to Your Vehicle. We will pay at our option either:

1. the cost to repair or replace Your Vehicle to the condition it was in immediately before the loss or damage; or
2. the Market Value of Your Vehicle immediately before the loss or damage, or the sum insured shown on the Schedule, whichever is the lower amount.

If we pay the cost to repair Your Vehicle and the repairs to Your Vehicle put it into a condition better than it was in immediately before the loss, we may require you to contribute to the cost of repairs. We will use parts appropriate for Your Vehicle's age and condition (where possible) that comply with Australian Safety Standards.

Accessories, equipment and tools

We will also include the following items in the Market Value and sum insured:

1. standard equipment fitted by the original manufacturer;
2. additional equipment or accessories including those fitted by the manufacturer or dealer; and
3. non standard equipment, accessories, tools and spare parts used for Your Vehicle while in or on Your Vehicle.

We will not pay for equipment, accessories, tools or spare parts that you use during the normal course of Your Business.

Vehicles that are written off

If Your Vehicle is a sedan, station sedan or utility and is stolen, lost or damaged to the extent it is uneconomical to repair within one year of the commencement of the first period of registration, we will replace Your Vehicle with a new vehicle of the same make and model. We also pay for on road costs other than registration and compulsory insurance.

If Your Vehicle is not a sedan, station sedan or utility and is stolen, lost or damaged to the extent it is uneconomical to repair within one year of the commencement of its first use after manufacture we will replace Your Vehicle with a new vehicle of the same make and model provided:

1. the Vehicle was purchased unused by you; and
2. your sum insured is sufficient to pay the cost to replace the vehicle.

Irrespective of the type of Your Vehicle, if a replacement vehicle is not available at the time of theft, loss or damage, we will pay the Market Value or sum insured shown on the Schedule whichever is the lower.

If we replace Your Vehicle or pay its value (including accessories, equipment and tools) you agree that Your Vehicle becomes our property.

If you make a claim and we pay you the full Market Value or sum insured then all cover on Your Vehicle ceases and you will not be entitled to any refund of premium.

What you are not covered for

We will not pay for:

1. damage to tyres caused by braking, punctures, cuts or bursting of the tyres unless the damage was caused by –
 - a. an accident; or
 - b. theft or a malicious act by a person who does not permanently or temporarily live with you;
2. depreciation, wear, tear, rust or corrosion;
3. cost of repairing structural, mechanical or electrical failures or breakdowns unless caused by an accident, theft or malicious act by a person who does not permanently or temporarily live with you; (however, we will pay for any resultant damage caused by the breakdown or failure provided the damage is insured by the Policy); or
4. theft, loss of or damage to Your Vehicle before the insurance commenced.

Part B – Business Insurance Policy Terms and Conditions

2 – MOTOR VEHICLE INSURANCE Section A – Business Vehicle Cover

Additional Benefits

Choice of repairer

Subject to our approval, you are able to select your own repairer. Alternatively, we can recommend or choose a repairer to repair Your Vehicle.

Emergency travelling expenses

If Your Vehicle has comprehensive cover, we will pay reasonable travelling expenses for the occupants of Your Vehicle or \$250, whichever is lower, if at the time of the loss or damage Your Vehicle is more than 100 kilometres from the place where it is normally garaged. This is in addition to the Market Value or sum insured, whichever is lower.

Emergency or temporary repairs

If Your Vehicle has comprehensive cover, and Your Vehicle is damaged and the damage is covered by the Policy, we will pay up to \$500 for reasonable emergency or temporary repairs to allow you to drive Your Vehicle home or to continue your journey.

Hire costs following theft of Your Vehicle

If Your Vehicle has comprehensive cover and Your Vehicle is stolen or illegally used, we will reimburse you for the reasonable cost of hiring a similar vehicle provided that you have made a claim and paid your excess. We will cover the cost of hiring a similar vehicle until:

1. Your Vehicle is recovered and in a useable condition back in your possession; or
2. Your Vehicle is not recovered and you take possession of a replacement vehicle.

We will not pay hire costs for more than 14 consecutive days. This is in addition to the Market Value or sum insured, whichever is lesser.

Leased or financed Vehicles

If:

1. Your Vehicle is stolen, lost, or damaged and not economical to repair;
2. the damage is covered by this Policy; and
3. the Vehicle's Market Value is less than the amount owing by you under a lease or other financial arrangement

we will pay your lease or finance provider the additional amount owed by you other than outstanding regular payments.

The maximum amount we will pay is:

1. 25% more than the Market Value; or
2. the amount by which the sum insured exceeds the Market Value

whichever is the lower.

Additional Benefits

Locks and keys

We will pay the cost of replacing the keys and locks, the re-coding of locks, immobilisers and/or other key operated security devices fitted to Your Vehicle up to a value of \$1,000 if they are stolen from a locked building, locked key cabinet or locked vehicle and:

1. there are signs of forcible and violent entry;
2. the theft was committed by a person unlawfully concealed on your premises and there are signs of forcible and violent break out; or
3. the theft was committed by a person who threatened or committed physical violence to you, your employees or other persons.

This is in addition to the Market Value or sum insured, whichever is lesser.

Maritime liability

If Your Vehicle has comprehensive cover and Your Vehicle is being transported by ship or ferry between any Australian ports we will pay your contribution for Your Vehicle if you have to pay as a result of General Average being declared by the ship or ferry operators.

Removal of debris

We will pay costs you incur to remove debris following a claim for which you are covered under this subsection up to a maximum of \$10,000 any one occurrence. This is in addition to the Market Value or sum insured, whichever is lesser.

Repair guarantee

If we authorise the repair of Your Vehicle following a claim, we will guarantee the repairs while you are the registered owner of the Vehicle and it is insured by us.

This guarantee does not provide cover for defects caused by natural wear and tear of the repaired surfaces or for rust or corrosion, unless directly attributable to the repair.

Returning Your Vehicle after theft, loss or damage

If Your Vehicle has comprehensive cover, we will pay up to \$500 for the reasonable cost of returning Your Vehicle to you following repairs after an Occurrence we agreed to pay for. This is in addition to the Market Value or sum insured, whichever is lesser.

Signage

If Your Vehicle has comprehensive cover, we will pay the cost of replacing signage up to \$5,000 following a claim for which you are covered under this Subsection. This is in addition to the Market Value or sum insured, whichever is lesser.

Part B – Business Insurance Policy Terms and Conditions

2 – MOTOR VEHICLE INSURANCE Section A – Business Vehicle Cover

Additional Benefits

Towing costs

If Your Vehicle is damaged, unable to be driven and the damage is covered by this Subsection, we will pay the reasonable cost of recovering and towing the vehicle to the nearest repairer, place of safety or any other place that we have approved. This is in addition to the Market Value or sum insured, whichever is lesser.

Trailer cover

If Your Vehicle has comprehensive cover, we will pay for theft, accidental loss of or damage to a trailer (other than a trailer used on an articulated vehicle, or a caravan) attached to Your Vehicle at the time of the accident or theft up to a value of \$1,000 or market value whichever is the lower. This is in addition to the Market Value or sum insured, whichever is lesser.

Optional Benefits

The Schedule will state if any of the following benefits apply.

Hire costs following damage to Your Vehicle

We will pay you the reasonable costs you incur to hire a similar vehicle to your own if Your Vehicle is damaged in an accident, you have submitted a claim for the damage sustained and we have agreed to pay for it.

We will pay hire costs only for the days Your Vehicle is at an approved repair shop and not in your possession. If Your Vehicle is a total loss we will pay hire costs only until you obtain a replacement Vehicle.

We will pay hire costs up to the limit stated in Your Schedule but not for more than 28 consecutive days. We will not pay hire costs for the first 2 days. You will need to provide us with a copy of the hire agreement and any receipts before we pay for the hire Vehicle.

It is entirely your responsibility to arrange a hire Vehicle. We are not liable for ensuring that:

1. a hire Vehicle is available;
2. costs of running the hire Vehicle;
3. damage to the hire Vehicle; and/or
4. any insurance, insurance excess or other additional costs you may be liable for under the hire agreement.

Windscreen

We will pay the cost of replacing the windscreen or window glass of Your Vehicle if it is accidentally Broken. We will not apply an excess for the first windscreen or window glass claim made in any one annual Period of Cover.

Subsection 2 – Legal Liability Cover

What you are covered for

Property Damage

We will cover your legal liability to pay compensation for accidental loss of or damage to someone else's property which is your fault and the legal liability arises out of the use of Your Vehicle, a Substitute Vehicle or any attached trailer. The cover for liability for property damage includes:

1. any person who is driving, using, or in charge of Your Vehicle with your permission;
2. any passenger travelling in Your Vehicle or who is getting out of or into Your Vehicle; or
3. your principal, partner or employer with respect to damage to someone else's property arising out of the use of Your Vehicle.

We will also pay the legal costs and expenses to defend any civil proceedings arising from accidental loss or damage covered by the Policy provided we have approved the costs and expenses.

Death or bodily injury

We will cover your legal liability to pay compensation (including legal costs and expenses approved by us) for death or bodily injury to other persons resulting from an accident arising out of the use of Your Vehicle, attached trailer or Substitute Vehicle which is not covered by:

1. any compulsory third party liability insurance, statutory or government scheme; or
2. any insurance which covers death or bodily injury that you are required by law to have relating to Your Vehicle.

The cover for legal liability for death or bodily injury also applies to:

1. any person who is driving, using or in charge of Your Vehicle with your permission;
2. any passenger travelling in Your Vehicle or who is getting out of or into Your Vehicle; and
3. your principal, partner or employer with respect to death or bodily injury arising out of the use of Your Vehicle.

Part B – Business Insurance Policy Terms and Conditions

2 – MOTOR VEHICLE INSURANCE Section A – Business Vehicle Cover

Subsection 2 – Legal Liability Cover

What you are not covered for

Property Damage

We will not cover:

1. loss of or damage to property arising out of a Vehicle which is not registered at the time of loss or damage;
2. loss of or damage to property when Your Vehicle is being used as a Tool of trade;
3. loss of or damage to your property or the property of the driver of the Vehicle;
4. loss of or damage to property which is in your or the driver's possession, custody or control except –
 - a. damage to a building that you are renting, or is on loan to you; or
 - b. damage to employees' or visitors' Vehicles and their contents while contained in a car park provided by you;
5. loss of or damage to property if you or the driver is insured or required by law to be insured by a statutory or government policy or scheme;
6. loss of or damage to property if Your Vehicle is carrying Hazardous Goods;
7. your legal expenses or court costs related to any prosecution or other action for infringement of any legislation or court order; or
8. your legal liability for fines, penalties, punitive, aggravated or exemplary damages.

Death or bodily injury

1. We will not pay for death or bodily injury to:
 - a. any person who is Family of the driver of Your Vehicle or who normally resides with the driver of the vehicle;
 - b. any person who is Family to you or who normally resides with you; or
 - c. any person who is employed by you and is entitled to any workers' compensation benefits.
2. We will not pay for death or bodily injury if:
 - a. Your Vehicle is unregistered;
 - b. Your Vehicle is being used as a tool of trade at the time of death or bodily injury; or
 - c. you or the driver of Your Vehicle is entitled to receive any benefit or cover under any statutory or government policy or scheme or if payment of any benefit under such statutory or government policy or scheme has been refused.
3. We will not pay for death or bodily injury if Your Vehicle is carrying Hazardous Goods.

Our maximum liability

We will not pay more than \$20 million under this Subsection arising out of each accident or Occurrence.

Optional Benefit

Hazardous Goods carrying liability

If the Schedule shows that you are covered for Hazardous Goods carrying liability, we will extend your cover under Subsection 2 – Legal Liability Cover up to the maximum of the Hazardous Goods sum insured shown on the Schedule for each accident while you are carrying Hazardous Goods.

You will not be covered if you are carrying Hazardous Goods for reward.

Part B – Business Insurance Policy Terms and Conditions

2 – MOTOR VEHICLE INSURANCE Section A – Business Vehicle Cover

Subsections 1 & 2

What you are not covered for

We will not pay a claim if at the time of any theft, loss, accidental damage or Occurrence causing loss, damage, death or bodily injury Your Vehicle was:

1. not reasonably secured against further damage or theft, following an accident;
2. being driven or operated by anyone who:
 - a. was under the influence of alcohol and/or drugs, or whose blood alcohol level exceeded the limit permitted by any legislation;
 - b. refused to submit to any tests to determine the level of alcohol or drugs in the blood when requested to do so by legally authorised persons; or
 - c. did not have a licence as required by legislation to operate or drive the Vehicle at the time and place of the Occurrence;

(however, we will cover Your Vehicle for Subsection 1 cover if you allowed Your Vehicle to be driven by a person other than you and you did not know or could not be reasonably expected to know that they were not licensed or would be under the influence of alcohol or drugs);

3. modified in a manner that increases its designed top speed or performance, unless the modification was disclosed to us or you can prove that these modifications did not cause or contribute to the loss, damage or liability;
4. being driven in an unsafe or unroadworthy condition unless you can prove the condition of the Vehicle did not cause or contribute towards the loss, damage or liability;
5. towing a caravan or trailer in an unsafe or unroadworthy condition, unless you can prove that this did not cause nor contribute to the loss, damage or liability;
6. being used to carry more passengers or carrying or towing a heavier load than it was designed for, unless you can prove that this did not contribute to the loss, damage or liability; or
7. being used or tested for racing, pacemaking, reliability trial or hill climb, experiment or demonstration other than a demonstration for the purpose of selling the Vehicle or participating in a defensive driving course.

What you are not covered for

We will not pay any claims for loss, damage or liability caused by or arising from:

1. lawful seizure of Your Vehicle;
2. loss of use of Your Vehicle;
3. depreciation, wear and tear to Your Vehicle;
4. mechanical breakdowns (which includes breakage) or failures, or electrical breakdowns or failures to Your Vehicle;
5. equipment, accessories, tools or parts that you use during the normal course of Your Business; or
6. goods you were transporting at the time of loss, damage or accident.

Part B – Business Insurance Policy Terms and Conditions

General Policy Exclusions

The following General Exclusions apply to the whole Policy

Atomic energy

We will not pay for any liability, injury, illness or property damage caused directly or indirectly by or arising from:

1. the use of nuclear reactors including atomic piles, particle accelerators or generators or similar devices;
2. the mining, use, storage, handling or transportation of radioactive materials;
3. the use, storage, handling or transportation of any weapon of war or explosive device that uses nuclear fission, fusion or radioactive materials;
4. any other operation or process that uses nuclear fission, fusion or radioactive materials; or
5. any product that contains or uses nuclear fission, fusion or radioactive materials.

This Exclusion does not apply to legal liability for property damage and personal injury arising from radio isotopes or radium or radium compounds when used incidentally in the ordinary course of your occupation.

Business in liquidation or ceases to trade

If your business is deregistered, placed into liquidation or administration, a receiver is appointed or the business is wound up or is permanently discontinued, then all cover under this Policy ceases from the time your interest is transferred, deregistered, placed into liquidation or administration, a receiver is appointed, the business is wound up, permanently discontinued or Your Business ceases to trade.

Dishonest, criminal and intentional act

We will not pay for any liability, personal injury, illness, loss of property or property damage caused directly or indirectly by any intentional, dishonest or criminal act by you or members of your Family.

Geographical limitation

We will not pay for any loss or damage to your Business Property and Vehicles that are outside the Commonwealth of Australia at the time of the loss or damage.

Internet operations

We will not pay for any liability, personal injury, illness, loss of property or property damage caused directly or indirectly by Internet operations.

Terrorism

We will not pay for any death, injury, illness, compensation, loss, damage, expense or loss of profit, which is directly or indirectly caused by or arising from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This also excludes death, injury, illness, compensation, loss, damage, expense or loss of profit of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

War and Confiscation

We will not pay for any liability, injury, illness or property damage arising directly or indirectly from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property or Vehicles by or under the order of any government or public or local authority.

Part B – Business Insurance Policy Terms and Conditions

General Policy Conditions

The following General Conditions apply to the whole Policy

Alarm systems

If you have advised us that surveillance equipment, burglar or fire alarm systems are used or installed at your Business Premises you must:

1. ensure it is regularly tested and maintained in accordance with the manufacturer's recommendations; and
2. take all reasonable precautions to ensure that it is operational and activated outside normal business hours.

We may refuse to pay or reduce the amount of a claim if you do not comply with this Condition.

Accountancy Records

You must provide to us all books of account, business books and other documents as may be required to investigate or verify claims. If you do not we may refuse to pay or reduce the amount of a claim.

Cancellation

You may cancel the Policy at any time by writing to us. We will refund the unused proportion of your premium, less an administration charge of 10% of the unused proportion.

We may cancel the Policy if:

1. you do not pay the premium;
2. payment by periodic instalments is arranged from your financial services provider and if one instalment is not paid for more than one month from the date on which payment was due;
3. you do not comply with your duty of disclosure;
4. you make a misrepresentation to us before the issue of the Policy;
5. you do not comply with a provision of the Policy;
6. you make a fraudulent claim under the Policy or some other policy (whether with us or some other insurer); or
7. you do not comply with your duty of utmost good faith.

Notice of cancellation can be delivered personally or posted to your address on the Schedule.

Cancellation becomes effective at the time shown on the notice of cancellation or when you have insured with another company, whichever occurs first.

Changes during the Period of Cover

Any change or alteration you propose to make only becomes effective when we agree to the change and you agree to pay any additional premium.

Changes before you renew, extend, vary or reinstate your Policy

You must advise us of any changes before you renew, extend, vary or reinstate your Policy.

For example, we require information about:

1. change of address;
2. any criminal charges laid against you or any of your directors, or criminal convictions of you or any of your directors;
3. poor condition of property;
4. alteration to property which affects its safety or structural integrity;
5. accidents;
6. illness or impairment;
7. modification affecting performance or the value of property insured;
8. change of occupation;
9. convictions of any of your drivers for driving under the influence of alcohol or a drug, or other driving charges or convictions;
10. changing regular drivers;
11. vehicle modifications affecting the performance or value of Your Vehicle; and
12. change of use of the Vehicle.

This is a requirement of Your Duty of Disclosure. If you do not fulfil your duty of disclosure we may refuse to pay part or all of a claim.

Excess

In Part 1 – Business Insurance if more than one Excess can be applied to one Occurrence only the highest Excess will apply.

In Part 2 – Motor Vehicle Insurance you may have to contribute more than one Excess.

Goods and Services Tax Input Credits

We will not pay the amount you are entitled to claim from the Australian Taxation Office for Input Tax Credits arising out of any legislation for Goods and Services Tax.

Other Persons or Organisations

The Policy covers the interests of lessors, financiers and mortgagees named on the Schedule.

You can not transfer the Policy into someone else's name without our written consent.

All persons entitled to claim under the Policy are bound by the terms and conditions of the Policy. When a claim is paid under the Policy and is recoverable under another Policy or policies, you agree to permit us to seek contribution from the other insurer or insurers.

Part B – Business Insurance Policy Terms and Conditions

General Policy Conditions

The following General Conditions apply to the whole Policy

Pairs, Sets or Collections

If any article is part of any pair, set or collection and is lost or damaged, we will not pay for more than the actual value of the lost or damaged article.

Progress payments

We will not unreasonably withhold progress payments. We will pay progress payments on claims at intervals to be agreed by us following receipt of our interim report by our loss adjuster or representative.

Reasonable Care

You must take reasonable precautions to prevent personal injury or property damage as if you were not covered by this Policy, for example:

1. if you discover your products may be defective and the defect may cause a claim on Part 1 – Section C – Liability Cover, you must, at your expense, take reasonable steps to restrict trade of, trace, recall, modify, replace or repair the products;
2. if you are cutting, welding, grinding or heating metal you must comply with all Australian Standards (including inspections, observers and safety equipment);
3. if your occupation includes digging below ground at sites away from your Business Premises you must obtain location of underground services from the owners of the services;
4. maintaining and looking after other person's or organisation's property and buildings used by you in accordance with your agreement with them;
5. if you are operating machinery that is used for harvesting trees or farm produce:
 - a. you must comply with all Australian Standards relating to the prevention or containment of fire; and
 - b. you must cease operating harvesting machinery on days declared by any government authority to be a "harvest ban" day or period; and
6. you must use and store all hazardous materials as required by law.

If you do not take reasonable precautions we may refuse to pay part or all of your claim.

Reinstatement of Sum Insured

If we pay a claim under any Part of this Policy other than:

1. Part 1 – Section C – Liability Cover;
2. Part 1 – Section K – Dishonesty of Employees Cover;
3. Part 1 – Section L – Tax Audit Cover;
4. Part 1 – Section M – Personal Accident and Illness Cover;

and your Sum Insured has been reduced due to payment of a claim by us, we will automatically reinstate your full Sum Insured provided:

1. you have not (in writing) requested otherwise; or
2. we have not (in writing) requested otherwise; and
3. you agree to pay any additional premium to reinstate the Sum Insured.

Single Occurrence

We will not pay for loss or damage to property covered by the Policy under more than one Part or Section of the Policy in respect of the same item and Occurrence unless the Sum Insured has been paid out in full and you have not been fully covered for the loss or damage.

Subrogation Rights

We have the right to take over and conduct in your name the defence or settlement of any claim or to prosecute in your name for any claim for damages, indemnity, contribution or otherwise. We have full discretion in the conduct of any proceedings and in the settlement of any claim.

You must give us all information and assistance as we may reasonably require to defend you or prosecute in your name.

Unoccupancy

Under Part B – 1 Business Insurance, we will not pay for any loss or damage to your Business Property if the Occurrence happens after your Business Premises have been unoccupied for more than 30 consecutive days unless we have agreed in writing.

Part B – Business Insurance Policy Terms and Conditions

Claims

What you must do after loss, damage or accident

Protect yourself from any danger if present.

Assist other people within your capabilities if required.

Take reasonable steps to prevent further loss, damage or liability.

Notify the police immediately if any of your property is lost, stolen, maliciously or intentionally damaged or if anybody was injured.

Report any motor vehicle accident to the local police as soon as possible (if government regulations require you to do so) if the police do not attend the accident scene.

Advise us of the claim as soon as possible and then supply us with full written details by completing our claim form. You or someone acting on your behalf must complete a claim form within 30 days of an Occurrence. If you do not, we may reduce the amount we pay if the delay causes increased costs or prevents us investigating the claim.

Any invoices, bills, demands letters or notices you receive from other people involved in the loss, damage or accident must be sent to us immediately.

What you must not do after loss, damage or accident

You must not admit fault or agree to pay for damage. Simply advise other people that your insurance company will represent you.

Do not make an offer, settle or attempt to settle any claim against you. If you do we may not pay all or part of the claim.

You must not incur any costs or expenses or authorise repairs without our agreement, and we will not pay for such costs, expenses or repairs unless you can show that they were necessary and unavoidable in the prevailing circumstances.

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Your Elders Insurance Authorised Representative is

LOCALinsurance
For over 100 years

