

Vero Business Insurance

Product Disclosure Statement and Policy Wording



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Introduction

Welcome to Vero

Vero Insurance Limited ABN 48 005 297 807, AFS Licence No. 230859 is the insurer and issuer of this Product Disclosure Statement (PDS) and Policy Wording.

Vero is one of Australia's largest intermediated general insurance companies and is a member of the Suncorp Group of companies.

Vero offers tailored solutions and superior claims management to its large range of customers, with insurance products in property, small business, commercial motor, professional indemnity, construction and engineering, liability, travel, aviation, marine and personal insurance.

With a strong network of brokers, agents and corporate partners, Vero is Suncorp's primary intermediated Commercial Insurance brand nationally. Our specialist knowledge, combined with the scope of the Suncorp Group, ensures Vero is a powerful brand in today's competitive insurance market.

Vero Enterprise is a division of Vero. Vero Enterprise provides small business owners with insurance packages that offer a range of covers including property, liability and commercial motor.

You may contact Us by:

- ▼ telephone on 1300 888 071;
- ▼ email on Our website www.veroenterprise.com.au;

or alternatively by writing to Us at:

- ▼ Vero Insurance Limited,
GPO Box 2068,
Adelaide SA 5001

About Steadfast

Steadfast is an unlisted public company comprising over 270 shareholders. Each shareholder is an independent insurance brokerage. This Policy is available exclusively to You through shareholders of Steadfast Group Limited. Steadfast Group Limited does not issue, guarantee or underwrite this Policy.

Important information about Steadfast's advice

Any advice Steadfast gives about this Policy does not take into account any of Your particular objectives, financial situation or needs. For this reason, before You act on Steadfast's advice, You should consider the appropriateness of the advice taking into account Your own objectives, financial situation and needs. Before You make any decisions about whether to acquire this Policy We recommend that You read this Insurance Policy.

About this Product Disclosure Statement and Policy Wording

We are required to give You a Product Disclosure Statement (PDS) if You are insuring Vehicles (not exceeding 2 tonnes) under the Commercial Motor cover section or a Home Building under the Business Property, Theft and/or Glass cover sections and You are:

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

This PDS and Policy Wording consists of 4 parts:

Part 1: A Policy Summary. You can use this summary, together with Your broker, to decide which cover sections You need for Your business.

Part 2: Important Information. This part of the booklet includes information about Your rights and responsibilities and the General Insurance Code of Practice and how to contact Us if You have a complaint. This part applies to all Policy cover sections and should be read by all people who take out this Policy.

Part 3: Information for certain persons insuring Vehicles or a Home Building. This part only applies to You if You are insuring Vehicles (not exceeding 2 tonnes) under the Commercial Motor cover section or a Home Building under the Business Property, Theft and/or Glass cover sections and You are an individual or a small business as described above.

Part 4: Your Business Insurance Policy terms and conditions. This part of this booklet contains the Policy terms and conditions, which detail all the terms, conditions and exclusions relating to all cover sections of the Policy.

If We issue You with an insurance Policy, You will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to Your cover and should be read together with the Policy terms and conditions.

The Policy terms and conditions, the Policy Schedule and any Endorsements We send to You form Your legal contract with Us so please keep them in a safe place for future reference.

If You require further information about this product please contact Your Steadfast broker.

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

If You are insuring Vehicles under the Commercial Motor cover section or a Home Building under the Business Property, Theft and/or Glass cover sections and You are an individual or a small business, You should also read Part 3.

Part 1: Policy Summary

This Policy has been designed to meet the needs of Your specific business. Below is a summary of the covers offered in the Vero Business Insurance Policy. Together with Your Steadfast broker You can choose cover sections to meet Your requirements.

Cover Section	Summary of Covers (See Relevant Section for Details, relevant limits and specific conditions and exclusions that apply)
Business Property	This cover section covers the damage to Your property at Your premises from certain sudden, unexpected or unforeseen occurrences, and provides a number of automatic additional benefits.
Business Interruption	This cover section covers the loss of income and the additional increased costs of working which results from the interruption of Your business caused by events covered under the 'Business Property cover section', the 'Theft cover section', the 'Money cover section', the 'Glass cover section' or the 'General Property cover section' of Your Policy.
Theft	This cover section covers loss of or damage to Your property due to theft and provides a number of additional benefits.
Money	This cover section covers Your business's money whilst on Your premises, in a safe or strongroom, in transit to or from Your premises, or in Your personal custody, or the custody of a trusted employee.
Machinery and Electronic	This cover section covers: <ul style="list-style-type: none"> (a) the breakdown of Your business's mechanical machinery including air conditioning units, computers and electronic equipment such as photocopiers and faxes. (b) the cost of restoring Your business's computer records following a computer breakdown. (c) the increased costs of working (such as the hiring of alternative computers, the hiring of additional staff) following the breakdown of Your business's computers. (d) the costs of replacing Your business's stock which is kept in freezers or refrigerated units, if the fridge or freezer breaks down
Public And Products Liability	This cover section covers Your legal liability for personal injury to another person (other than employees) or for damage to property owned or controlled by someone else arising in connection with Your business.
Glass	This cover section covers glass in Your premises (including internal glass such as glass partitions, or external windows) and provides a number of automatic additional benefits.
General Property	This cover section covers loss or damage to portable property such as tools, laptop computers, a personal digital assistant occurs anywhere in Australia or the rest of the world.
Employee Dishonesty	This cover section covers the theft of Your business's property or money due to the fraudulent actions of employees for their own gain or the financial benefit of any other person or organisation.
Goods In Transit	This section covers the loss or damage to goods and stock that Your business buys, sells or uses whilst they are in transit.
Tax Probe	This cover section covers the professional fees incurred in connection with an audit or investigation of Your business's financial or tax affairs by any authority authorised to do so eg the Australian Taxation Office, Workers Compensation authority.
Legal Power	This cover section covers the legal expenses that Your business may incur when pursuing or defending Your legal rights in respect of disputes including but not limited to employment contracts, and contract disputes.
Commercial Motor	This cover section covers the business's Motor Vehicles with Comprehensive, Third Party Fire and Theft and Third Party Only options.

Part 2: Important Information about the Vero Business Insurance Policy

This Policy and Your current Policy Schedule are important. Please ensure You read them carefully and keep them in a safe place. The Policy, current Policy Schedule, definitions, defined events, conditions, exclusions, extensions and endorsements are to be read together as one contract. Any word or expression to which a specific meaning has been given under the heading 'Words with special meaning' shall bear that meaning wherever it may appear unless such meaning is not applicable to the context in which that word or expression appears.

This Policy makes provision for payment of Goods and Services Tax by You in relation to premiums and by Us in relation to claims.

If You have any questions regarding the Policy, please contact Your insurance broker.

Plans, documents, reports, contracts, receipts, manuals and serial numbers relating to Your property should be kept. If a claim occurs the documents may be required by Us and they will assist You submitting Your claim.

Cooling Off Period

You have the right to cancel and return the insurance Policy or cover section of the Policy by notifying Us in writing within 30 days of the date it was issued to You ("cooling off period"), unless You have a claim under the Policy within the cooling off period. If You cancel it in this time, We will return the amount You have paid.

In addition, if You varied Your Policy and added a cover section, You have the right to cancel that cover section within 30 days of the date it was added by notifying Us in writing ("additional cooling off period") unless You make a claim under that cover section within the additional cooling off period. If it is cancelled in this time, We will return the amount You have paid for that section.

To cancel at other times, please see "Cancelling Your Policy" on page 5.

Duty of Disclosure

Before You enter into a contract of general insurance with Us, You have a duty, under the Insurance Contracts Act 1984, to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of insurance and, if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance.

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

The information You tell Us can affect:

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

Your duty however does not require disclosure of any matter:

- ▼ that diminishes the risk to be undertaken by Us;
- ▼ that is of common knowledge;
- ▼ that We know or, in the ordinary course of Our business, ought to know;
- ▼ in respect of which We have waived Your duty.

The duty of disclosure applies to every person or organisation insured under the Policy. If You fail to comply with Your duty of disclosure We may be entitled to reduce Our liability under the contract in respect of a claim or may cancel the contract. If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

The Goods and Services Tax (GST) and Your insurance – GST Registered Policyholders only

GST has an impact on the way in which claim payments are calculated under Your Policy. We will calculate the amount of any payment We make to You having regard to Your GST status.

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

In respect of Your Policy with Us, therefore, where You are registered for GST purposes, You should calculate Your sum insured or advise Us Your asset values or turnover having regard to Your entitlement to input tax credits.

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

If You are either wholly or partially input taxed, You are in a special category under the GST legislation, and will need to advise Us Your sums insured, asset values or turnover on a GST inclusive basis.

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

Privacy Statement

Vero is a member of the Suncorp Group.

The Privacy Act 1988 (Cth) requires Us to inform You that:

Purpose of collection

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

We collect personal information for the purposes of:

- ▼ identifying You when You do business with Us;
- ▼ protecting Your personal information from unauthorised access;
- ▼ establishing Your requirements and providing the appropriate product or service including evaluating Your application for insurance and any request for amendment to any insurance provided;
- ▼ setting up, issuing, administering and managing the insurance following acceptance of an application;
- ▼ assessing and investigating, and if covered, managing a claim made in relation to any insurance You have with Us or other companies in within the Suncorp Group; and
- ▼ understanding Your needs and improving Our financial products and services, including training and developing Our staff and representatives.

Consequences if personal information is not provided

If We request personal information about You and You do not provide it, We may not be able to provide You with the insurance product You request, manage or pay any claim under an insurance Policy or provide You with the full range of services We offer.

Disclosure

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

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

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

- ▼ other companies within the Suncorp group;
- ▼ where required or authorised under Our relationship with Our joint venture companies;
- ▼ information technology providers, including hardware and software vendors and consultants such as programmers;
- ▼ customer research organisations;

- ▼ intermediaries including Your agent, adviser, a broker, a representative acting on Your behalf, other Australian Financial Services Licensee or Our authorised representatives and Our agents;
- ▼ accounting or finance specialists;
- ▼ government, law enforcement or statutory bodies;
- ▼ other insurers, reinsurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financiers or investigative service providers;
- ▼ hospitals, medical and health professionals;
- ▼ legal and other professional advisers;
- ▼ printers and mail service and delivery providers for the mailing of statements, insurance Policy documents and marketing material;
- ▼ imaging and document management services;

Disclosure overseas

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

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

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

Access

You can request access to the personal information We hold about You by contacting Us.

In some circumstances, We are able to deny Your request for access to personal information. If We deny Your request for access, We will tell You why.

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

Contact

Please contact Us to:

- ▼ change Your mind at any time about receiving marketing material;
- ▼ request access to the personal information We hold about you; or
- ▼ obtain more information about Our privacy practices by asking for a copy of Our Privacy Policy;

You can contact Us on the details provided on page ii

Our Privacy Policy can also be found on Our website at www.vero.com.au

The General Insurance Code of Practice

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

Making A Complaint

If You have a complaint concerning the financial product or services provided to You please tell Your Steadfast broker who provided Your initial service. Alternatively You can:

- ▼ phone Us on 1800 689 762 (FREE CALL)
- ▼ fax Us on 1300 767 337
- ▼ write to Us at Reply Paid 1453
Customer Relations Unit RE058,
GPO Box 1453 BRISBANE QLD 4001 or
- ▼ email Us on customerrelations@suncorp.com.au

What We will do to resolve Your complaint

When You first let Us know about Your complaint or concern, the person trying to resolve Your complaint will listen to You, consider the facts and contact You to resolve Your complaint as soon as possible, usually within 24 hours.

If You are not satisfied with this person's decision on Your complaint, then it will be referred to the relevant Leader, who will contact You within 10 working days.

Should You not be satisfied with the Leader's decision, then it will be referred to the Internal Dispute Resolution team. We will send You Our final decision within 15 working days from the date You first made Your complaint.

What if You are not satisfied with Our final decision?

If You are not satisfied with Our final decision You can chose to have the matter referred externally.

The external avenues will be dependent on the nature of Your complaint but may include Financial Ombudsman Service or Legal action.

Financial Ombudsman Service

The Financial Ombudsman Service (FOS) provides a free dispute resolution service to consumers who may be in dispute with their insurer. FOS will indicate whether they can assist You with Your complaint as this service is not available to all customers/products. You must contact the FOS within a 3 months of receiving Our final decision. Legal action is still available if You disagree with the FOS decision.

Decisions by FOS up to a certain amount are binding on an insurer, however You are not bound by FOS's decision and if You wish, You may take up the matter through other means.

You can contact FOS by:

- ▼ phoning: 1300 78 08 08
for the cost of a local call
- ▼ writing to: GPO Box 3
Melbourne Victoria 3001
- ▼ faxing: (03) 9613 6399
- ▼ email: info@fos.org.au
- ▼ visiting: www.fos.org.au

Updating Information

The information in this PDS and Policy Wording was current at the date of preparation. We may update some of the information in the PDS that is not materially adverse from time to time without needing to notify You. You can obtain a copy of any updated information by calling 1300 888 071. We will give You a free paper copy of any updates if You request them. If it becomes necessary, We will issue a supplementary or replacement PDS.

Part 3: Information for Certain Persons insuring Vehicles or Home Buildings

This part applies to You if You chose cover for Vehicles (not exceeding 2 tonnes) under the Commercial Motor cover section or a Home Building under the Business Property, Theft and/or Glass cover sections and You are an individual or a small business as described on page iii You need to read this part if it applies to You.

The amount You pay for the Business Property, Theft and Glass cover section (for a Home Building) or the Commercial Motor cover section

The premium is the amount You pay Us for this insurance. The premium payable by You will be shown on Your Policy Schedule. Premiums are subject to applicable Commonwealth and State taxes and charges. These include the Goods and Services Tax and stamp duty. The amount of these taxes and/or charges will be shown on Your Policy Schedule.

If You change Your Policy You may be entitled to a partial refund of premium or be required to pay an additional premium.

How various factors may affect Your premium

The following table is a guide to the significant factors which impact generally on Your premium in relation to the Business Property, Theft and Glass cover sections (for Home Building) or the Commercial Motor cover section.

Factor	Lowers Premium	Increases Premium
Sum insured	Lower sum insured	Higher sum insured
Postcode	Low Risk Postcode	High Risk Postcode
Optional Covers	None Taken	All Taken
Claims Experience	Low claims experience	High claims experience
Voluntary excess	Higher	Lower
Occupation	Low Risk Occupation	High Risk Occupation
Our Expenses of Doing Business including Payments We make to Intermediaries	Low Expenses	High Expenses
Endorsements	Reduces Our risk or Your cover	Increases Our risk or Your cover
Number of Policy sections insured*	Less sections	More sections

*Note: If You are insured under multiple cover sections You may receive a discount on the premium otherwise payable for each cover section.

How various factors may affect Your premium for the Commercial Motor cover section

The following table is a guide to the significant additional factors that may impact the component of Your premium for the Commercial Motor cover section.

Factor	Lowers Premium	Increases Premium
Type of Cover	Legal Liability Only	Comprehensive
Market and Agreed Value	Market Value	Agreed Value
No Claims Bonus	Higher	Lower
Type of Vehicle	Low Risk Vehicle	High Risk Vehicle
Vehicle Age	Newer Vehicle	Older Vehicle
Vehicle Accessories	None Specified	Items Specified
Age of Driver	Between 30 and 69 years	Below 30 and above 69 years
Radius	Smaller Radius of Operation	Australia Wide

How various factors may affect Your premium for Business Property, Theft and Glass cover sections (for Home Building)

The following table is a guide to the significant additional factors that may impact the component of Your premium for the Business Property, Theft and Glass cover sections (Home Building).

Factor	Lowers Premium	Increases Premium
Building materials	More fire resistant materials (e.g. concrete)	Less fire resistant materials (e.g. wood)
Fire protection (Business Property cover section only)	More Protection (e.g. sprinkler system)	Less protection
Location	Low risk location	High risk location
Number of Premises*	Fewer premises	More premises
Security (Theft cover section only)	More security systems	Less security

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

Premium discounts

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

Why Your premium can change

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

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

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

Excesses

If You make a claim You may be required to pay one or more excesses. The descriptions of these excesses and the circumstances in which they are applied are shown in the relevant Policy wording in Part 4 of this booklet.

Business Property, Theft and Glass cover sections (for Home Building):

The amount of Excess applying to each of these cover sections is shown on Your Policy Schedule. We take into consideration a number of factors when setting the amount of Your Excess, such as:

- ▼ Your occupation;
- ▼ any voluntary Excess that We may allow You to choose;
- ▼ Your claims history; and
- ▼ any additional risk factors that are unusual or unique to Your business circumstances.

Commercial Motor cover section:

There are a number of Excesses which apply to this cover section. The amount of each Excess (other than the basic Excess) is shown in the Commercial Motor cover section Policy wording under the heading 'Types of Excesses'. The amount of basic Excess will be shown on Your Policy Schedule.

We take into consideration a number of factors when setting the amount of Your basic Excess, such as:

- ▼ the make, model and type of Vehicle being insured, including modifications made to the Vehicle;
- ▼ any voluntary Excess that We may allow You to choose;
- ▼ the age and driving experience of people who will be driving the Vehicle;
- ▼ the sum insured of the Vehicle;
- ▼ where and how the Vehicle is used;
- ▼ the type of cover chosen;
- ▼ the place where Your Vehicle is garaged;
- ▼ Your previous insurance and claims history and
- ▼ Optional benefits, additional benefits, endorsements.

This page has been left blank intentionally.

Part 4: Policy terms and conditions for Your Business Insurance Policy

Your Policy

Your insurance Policy is made up of this Policy wording, any Endorsements and the Policy Schedule which shows the sums insured, the premium and any relevant government charges.

You should read the Policy Schedule and the Policy wording together, to tell You what We cover, what We exclude, what We pay to settle claims and other important information. Each cover section of this Policy has exclusions and there are also some General Policy exclusions which apply to the whole Policy.

When Your Policy is renewed or changed, We will send You a new Policy Schedule.

Keep this booklet in a safe place. You may want to refer to it from time to time.

Endorsements

Endorsements are variations to the cover, terms, exclusions, benefits or Excesses and are shown on Your Policy Schedule.

If You want more information about any part of Your Policy, please ask Your Steadfast broker.

Words with special meaning

In this insurance Policy some words have special defined meaning wherever they are used in the Policy:

Word or Term	Meaning
Act(s) of Terrorism	An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
Aircraft	any craft or object designed to travel through air or space, other than model Aircraft.
Business Hours	when You or any of Your employees are at the Business Premises for the purpose of conducting Your Business.

Word or Term	Meaning
Business Premises	the buildings, outbuildings, yards and land used by You for Your Business at the Situation.
Business Property	buildings, contents, Stock and items listed on the current Policy Schedule and used in Your Business.
Computer Virus	an executable program or computer code segment that is self-replicating, requires a host program or executable disc segment in which it can be contained and which destroys or alters the host program or other computer code or data causing undesired program or computer system operation.
Excess or Excesses	the amount, or the loss applicable to a specified period of time, expressed as an Excess on the current Policy Schedule or elsewhere in the Policy. This is the first amount of any loss that You must pay before We pay Your claim.
Family	any member of Your family who lives permanently with You, including Your partner.
Flood	the inundation of normally dry land by water escaping or released from the normal confines of any natural watercourse or lake (whether or not they have been altered or modified) or from any dam, reservoir or canal
Home Building	a building which is used or intended to be used principally and primarily as a place of residence. An example of what is considered a home building is where the building is a commercial premise but You also live in the building or You rent part of the building out for residential purposes.
Hovercraft	any vessel, craft or device made or intended to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.

Word or Term	Meaning
Money	current coin, bank notes, currency notes, cheques, credit card sales vouchers, securities, postal orders, money orders, negotiable and non-negotiable securities and other like documents of value, unused postage and revenue stamps, phone cards and/or stored value cards, public transport tickets, private transport tickets (excluding airline tickets), bridge or highway tokens, car wash tokens, lottery tickets, authorised gift vouchers from external parties, discount vouchers, contents of franking machines and includes cash boxes, alarm bags, or any other portable container used to convey Money all belonging to You or for which You are legally responsible or have assumed a responsibility to insure but does not mean any of these in the possession of or carried by, professional Money carriers, professional carriers or common carriers. Note: This definition does not apply to the Employee Dishonesty cover section.
Period of Cover	the time cover commences to the time cover expires. The dates are shown on the current Policy Schedule. Unless stated otherwise, cover shall expire at 4.00pm local time at the place where You arranged the cover.
Policy	includes this document, the Policy Schedule and any attachment or memorandum affixed and any future documents issued to You which amends the policy wording or Policy Schedule.
Policy Schedule	the most current schedule of Insurance or any future renewal schedule, including any endorsements issued by Us in connection with this Policy.
Rewriting of Records	the cost of restoration of computer records, documents, manuscripts, securities, deeds, specifications, plans, drawings, designs, business books and other records of every description.
Situation	the Situation stated in the current Policy Schedule.

Word or Term	Meaning
Stock	<ol style="list-style-type: none"> 1. products and material You intend to sell. 2. raw or consumable materials used by You to make or alter Your products. 3. Your products while being made, repaired or altered. 4. any consumable products or materials used in Your Business. 5. goods for which You are responsible. <p>Under the Theft cover section, Stock does not include tobacco, products containing tobacco, cigars, cigarettes or alcohol unless they are specified on the current Policy Schedule.</p>
Subsidiary	any company in which You have a controlling interest. For the purpose of this definition the term 'controlling interest' shall mean the beneficial ownership of shares carrying more than 50% of votes capable of being cast at a general meeting of all shareholders of the company.
Vehicle	any type of machine on wheels or on self laid tracks made or intended to be propelled by other than manual or animal power, and any trailer or other attachment to be utilised in conjunction with or drawn by any such machine. Note: This definition does not apply to the Commercial Motor cover section.
Watercraft	any vessel, craft or thing made or intended to float on or in or travel through water, other than model boats.
We/Our/Us	Vero Insurance Limited ABN 48 005 297 807, AFS No. 230859, of which Vero Enterprise is a division.
You or Your	For all cover sections other than Public and Products Liability cover this means the person(s), companies or firms named on the current Policy Schedule as the 'Insured'
Your Business	the business as described in the Policy Schedule (and, where applicable, as further described in any more specific underwriting information provided to Us at the time when this insurance was negotiated).

Also, some words have special defined meaning in the cover sections themselves.

Our agreement with you

We agree to provide You with the insurance cover set out in each of the Policy cover sections that You select and that are listed in the Policy Schedule.

You have paid or agree to pay Us the premium set out in the current Policy Schedule.

The insurance cover is in force for the Period of Cover set out in the Policy Schedule. We will cover You for loss, damage and liability occurring during that Period of Cover, subject to the provisions of the Policy.

We will not pay any more than the sum insured or limit of liability for each cover section which is shown in the Policy or Policy Schedule.

We will not pay the Excesses shown in the Policy or Policy Schedule. Other than for the Commercial Motor cover section, if any loss or damage leads to a claim under more than one section of this Policy, You must pay the highest applicable Excess, but You need to pay only one Excess.

Paying Your premium

Unless We agree to payments by monthly instalments You must pay Your annual premium by the due date. If We do not receive Your premium by this date or Your payment is dishonoured this Policy will not operate and there will be no cover.

Paying By Monthly Instalments

If We agree that You can pay Us the total amount in a number of payments instead of all at once, this is called paying by instalments.

We will not pay a claim if at the date of the event You are claiming for, You are a month or more late in paying an instalment.

Preventing Our right of recovery

If You have agreed not to seek compensation from another person who is liable to compensate You for any loss, damage or liability which is covered by this Policy, We will not cover You under this Policy for that loss, damage or liability.

Underinsurance

The following sections of the Policy:

1. Business Property cover section;
2. Business interruption cover section;
3. Commercial Motor cover section

contain underinsurance provisions which require You to insure for full value. If You do not, We may pay You a lower amount after taking into account the proportion of Underinsurance or You may be required to pay a portion of the loss Yourself.

General Policy exclusions applicable to all sections

The following General exclusions apply to all sections of this Policy.

War, terrorism, nuclear risks

This Policy excludes loss, consequential loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. Any consequence of war or warlike activities which includes invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
2. Any Act(s) of Terrorism, except as otherwise provided in the Terrorism Insurance Act 2003.
3. Nuclear weapons material.
4. (a) Ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or fission of nuclear fuel; or
(b) The radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

Provided that this Exclusion 4 shall not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

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

Business in liquidation or ceases to trade

Except as otherwise expressly provided in this Policy, if Your Business is placed into liquidation or administration, a receiver is appointed or Your Business is wound up or is permanently discontinued, then unless otherwise agreed by Us in writing, all cover under this Policy ceases from the time Your interest is transferred or Your Business ceases to trade.

Geographical limitations

Unless We agree in writing to the contrary, We will not pay for any loss or damage to Your Business Property that is outside the Commonwealth of Australia at the time of its loss or damage, except as specifically stated otherwise in the appropriate cover section.

Unoccupancy

Unless We otherwise agree in writing, We will not pay for any loss or damage to Your Business Property if the occurrence happens after Your Business Premises has been unoccupied for more than 90 consecutive days.

Wilful acts

Subject to the provisions of the Insurance Contracts Act 1984, We will not pay for any loss or damage caused by either Your wilful act or by the wilful act of another party committed with Your knowledge and consent and which You were capable of preventing.

Known defects

We will not pay for loss or damage caused by faults or defects known to You or any employee whose knowledge in law would be deemed to be Yours and not disclosed to Us at the time this insurance was arranged.

Electronic Data exclusion

This exclusion prevails over any other provision in the Policy except any terrorism exclusion.

(a) We will not cover:

- (i) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic data;
- (ii) error in creating, amending, entering, deleting or using electronic data; or
- (iii) total or partial inability or failure to receive, send, access or use electronic data for any time or at all;

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

(b) We will not cover any liability for communication, display, distribution or publication of electronic data.

However, this exclusion does not apply to bodily injury, death, sickness, disease, disability, shock, fright, mental injury, mental anguish or loss of consortium resulting from any of them.

(c) Where an event listed below (being an event covered under the Business Property cover section and/or the General Property cover section of this Policy but for this exclusion) is caused by any of the matters described in paragraph (a) above, this Policy, subject to all its provisions, will insure:

- (i) loss of or damage to insured property directly caused by the event; and/or
- (ii) consequential loss insured by this Policy.

This exclusion does not apply where an event listed below (being an event covered under the Business Property cover section and/or the General Property cover section of this Policy but for this exclusion) caused any of the matters described in paragraph (a) above.

Fire

Lightning or Thunderbolt

Explosion

Earthquake, including subterranean fire, volcanic eruption

Impact by any road Vehicle, space debris, animal, falling tree

Impact by Aircraft or anything dropped from them

Storm, tempest, rainwater snow, sleet, wind, hail

Sprinkler leakage

Theft of electronic data solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such electronic data

(d) For the purposes of the "How We will pay Your claim" provision in this Policy, computer systems records includes electronic data.

(e) Where Property Damage or Business Property is used in this Policy, it does not include electronic data.

For the purposes of this Electronic Data exclusion, the term 'electronic data' means:

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

This Electronic Data exclusion does not apply to:

- ▼ the restoration of lost information covered under the Electronic cover section – Part 2;
- ▼ Tax Probe[®] cover section;
- ▼ LegalPower[®] cover section;
- ▼ Commercial Motor cover section.

General Policy conditions

The following General conditions apply to all cover sections of this Policy unless otherwise expressly stated.

Breach of a condition or warranty without Your knowledge or consent or error in name, description or Situation of property will not prejudice Your rights under this Policy provided notice in writing is given to Us when such breach or error comes to Your knowledge. Reasonable extra premium shall be paid if required, from the date of such breach or error.

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 may reduce the amount of a claim..

Designation of property

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

Provided always that this General Policy condition shall not apply to the Theft cover section with respect to tobacco, products containing tobacco, cigars, cigarettes and alcohol.

Furthermore, under the Theft cover section, Stock does not include tobacco, products containing tobacco, cigars, cigarettes or alcohol unless they are specified on the current Policy Schedule.

Cancelling Your Policy

How You may cancel

You may cancel the Policy or a cover section at any time by telling Us that You want to cancel it. You can do this by giving the notice to Your Steadfast broker.

How We may cancel

We may only cancel a Policy when the law says We can.

We will cancel Your Policy by telling You so in writing, either in person or by post to Your last known address.

In relation to the Commercial Motor cover section of this Policy, if We pay the Market Value or Agreed Value as a result of a Total Loss, then Your cover for that Vehicle comes to an end without refund of any premium. If this is the only Vehicle insured by this Policy then the Commercial Motor cover section of the Policy will be cancelled.

The premium

Except as otherwise expressly provided in this Policy, if this Policy is cancelled We will subtract from any premium You have paid us, an amount to cover the period that We have already insured You for (along with GST and any relevant government charges where this is allowed). We will then return the rest of the premium to You.

Paying by instalments

If We agree that You can pay Your total amount in a number of payments instead of all at once, this is paying by instalments.

If You are one month (or more) late in paying an instalment, We may cancel Your Policy.

Premium funders

If the premium has been funded by a premium funding company which holds a legal right over the Policy by virtue of a notice of assignment and irrevocable power of attorney, the return of premium calculated on the basis set out above will be made to the premium funding company.

How Goods and Services Tax (GST) affects any payments We make

In addition to the premium, We will charge You an amount on account of GST.

You must inform Us of the extent to which You are entitled to an input tax credit for that GST amount each time that You make a claim under this Policy. No payment will be made to You for any GST liability that You may have on the settlement of a claim if You do not inform Us of Your entitlement or correct entitlement to an input tax credit.

Despite the other provisions of this insurance (including provisions in the Policy wording, the Policy Schedule and any Endorsement), Our liability to You will be calculated taking into account:

- (a) any input tax credit to which You are entitled for any acquisition which is relevant to Your claim, or which You would have been entitled were You to have made a relevant acquisition; and
- (b) also for claims for business interruption only, the GST exclusive amount of any supply made by Your Business which is relevant to Your claim.

In respect of loss or damage to Your Vehicle covered in the Commercial Motor cover section, We will not deduct any input tax credit entitlement from the amount of the agreed value shown in the Policy Schedule, if Your Vehicle is a total loss and You have chosen the agreed value option.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.

Our maximum liability

Except as otherwise stated elsewhere in this Policy, the maximum amount We will pay will not exceed the amount stated in the Policy Schedule as the sum insured or the limit of liability for those cover sections selected.

The sum insured and sub-limits of liability shall apply in addition to, and shall not be reduced by, the amount of any applicable Excess.

Inspections

We (or agents appointed by us) have the right to inspect and examine, by mutual appointment, any Business Property, Products or any other tangible property insured under this Policy.

Jurisdiction

All disputes arising out of or under this Policy shall be subject to determination by any court of competent jurisdiction within Australia according to the law which applies to that jurisdiction.

Inflation Protection

To protect You from the effects of inflation, if You have selected the Business Property cover section and "Inflation Protection" is shown in the Policy Schedule We will automatically change the sum insured at renewal in line with movements in the Consumer Price Index or another similar index.

If the sum insured increases because of index linking, the new premium and relevant government charges will be based on the new sum insured shown in the Policy Schedule.

Other persons or organisations

If any person or entity shall have any interest in the Business Property, We shall protect that interest in the event of a claim, provided that interest is disclosed in Your Business records and You shall have disclosed the nature and extent of that interest to Us at the time of notification of the claim.

Where the separate interests of more than one party in the Business Property are insured under this Policy, any act or neglect of one party will not prejudice the rights of the remaining party or parties provided that the remaining party/ies are entirely innocent of and have no prior knowledge of any such act or neglect and shall, within a reasonable time after becoming aware of any act or neglect whereby the risk of loss, damage or destruction has increased, give notice in writing to Us and shall on demand pay such reasonable additional premium as We may require.

You cannot 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 also recoverable under another Policy or policies, You agree to provide Us with details of such policies and permit Us to seek contribution from the other insurer or insurers.

Progress payments

We will not unreasonably withhold progress payments. We will make progress payments on claims at intervals to be agreed by Us following receipt of an interim report from Our loss adjuster or representative.

Sale of salvage

We will not sell or dispose of any salvage without giving You the opportunity to buy it at its salvage value, provided that this condition does not allow You to abandon the property to us.

Reasonable care

You must take reasonable precautions to prevent personal injury or property damage as if You were not covered by this Policy such as (but not limited to):

1. if You discover Your products may be defective and the defect may cause a claim under the Public and Products Liability cover section, at Your expense You must take reasonable steps to restrict, trace, recall, modify, replace or repair the products;
2. maintain and look after other person's or organisation's property and buildings used or occupied by You, in accordance with Your agreement with them;
3. if Your occupation includes digging below ground at sites away from Your Business Premises You must obtain the location of underground services from the owners of the services;
4. comply with all laws and safety requirements imposed by any authority or by State or national legislation.

If You do not take reasonable precautions We may refuse to pay part or all of Your claim.

Keeping Us up to date

During the Period of Cover and at renewal You must tell Us of any of the following changes (for which We may ask for an additional premium to maintain cover):

1. if the Building is not in a good state of repair;
2. work on the Building other than routine maintenance or decoration;
3. any change in Your Business;
4. any change of Situation;
5. details of any conversion or modification to Your Vehicle made by someone other than the manufacturer. For example, if You give Your Vehicle wide tyres or wheels, or lower its suspension;
6. if there is anyone under the age of 25 years who is likely to be a regular driver of the Vehicle;
7. if there is any change in the use of Your Vehicle. For example, if You start using Your Vehicle for courier services.

If You take out the Commercial Motor cover section of this Policy, You must tell Us no later than at renewal:

- ▼ if You or any person who is likely to drive Your Vehicle is charged with or convicted of any motor offence or motor infringement (but not parking fines),
- ▼ details of any motor accidents that You or any person likely to drive Your Vehicle has had – whether or not involving Your Vehicle,
- ▼ if You or any person who is likely to drive Your Vehicle is convicted of any criminal offence.

Reinstatement of sum insured

In the event of damage insured under one or more of the Business Property, Business Interruption, Theft, Money and/or Glass cover sections of this Policy, the amount by which the sum insured or limit of indemnity is reduced as a consequence of the loss or damage will be automatically reinstated as from the date of loss or damage provided that:

- (a) there is no written request from You or written notice by Us to the contrary;
- (b) the cover section is an operative section of the Policy; and
- (c) You pay the premium which We require for the reinstatement.

We will not reinstate the sum insured on the Business Property cover section or the Business Interruption cover section if We have paid a total loss under either of these cover sections.

Single occurrence

We will not pay for loss or damage to property covered by the Policy under more than one cover section of the Policy in respect of the same item and occurrence unless a relevant sum insured has been paid out in full and You have not been fully indemnified less any applicable Excess for the loss or damage.

Waiver of subrogation rights

We will not be liable to pay any benefits under this Policy for loss, damage or liability if You agree or have agreed to limit or exclude any right of recovery against any third party who would be liable to compensate You with respect to that loss, damage or liability however:

- (a) We shall waive any rights and remedies or relief to which We are or may become entitled by subrogation against:
 - (i) any co-insured (including directors, officers and employees);
 - (ii) any corporation or entity (including directors, officers and employees) owned or controlled by any insured or against any co-owner of the property insured.
- (b) You may without prejudicing Your position under this Policy:
 - (i) release any statutory governmental, semi-governmental or municipal authority from any liability if required at law to do so;
 - (ii) agree to enter into a contract for storage of goods or merchandise if the terms of the contract include a disclaimer clause;
 - (iii) agree to enter into a lease for occupancy of any building or part of a building or a lease or hiring of property where the terms of the lease or hiring include a disclaimer clause in favour of the lessor or the owner.

Bankruptcy or insolvency

In the event that You should become bankrupt or insolvent, We shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

In case of execution against You of any final judgment covered by this Policy being returned 'unsatisfied' by reason of such bankruptcy or insolvency, then an action may be maintained by the injured party or their representative against Us in the same manner, and to the same extent as You but not in excess of the limit of liability.

Non-imputation

Where this insurance is arranged in the joint names of more than one insured, as described in the definitions of You, it is hereby declared and agreed that:

- (a) each insured shall be covered as if it made its own proposal for this insurance
- (b) any declaration, statement or representation made in any proposal shall be construed as a separate declaration, statement or representation by each insured;
- (c) any knowledge possessed by any insured shall not be imputed to the other insured(s).

Claims

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

When loss or damage to property or personal injury occurs

These procedures apply in respect of all cover sections of the Policy except the Commercial Motor and Tax Probe[®] cover sections of the Policy and do not limit the other special conditions regarding claims contained in the Public and Products Liability cover section.

When loss or damage or personal injury occurs, You must:

1. as soon as possible take all reasonable steps to reduce the loss or damage and to prevent further damage or liability;
2. immediately make a report to the police if:
 - ▼ You know or suspect that Your property has been stolen;
 - ▼ someone has broken into Your Business Premises; or
 - ▼ someone has caused malicious damage to Your property;
3. not make any admission of liability, offer, promise or payment in connection with any occurrence;
4. preserve and retain any damaged property or keep any stolen property You recover and make it available for inspection by Us or Our agent (including a loss adjuster);

- not authorise the repair or replacement of anything without Our agreement and send to Us as soon as possible any invoices, bills, demand letters or notices received from other people involved in the loss, damage or accident;

When a motor vehicle is damaged or stolen

The following procedures apply in respect to the Commercial Motor cover section and do not limit the other special conditions regarding claims contained in the Commercial Motor cover section.

When loss or damage or personal injury occurs, You must:

- Contact Our Vero First Response Unit as soon as possible on 1300 888 073. We're available 24 hours a day. Our staff will advise You whether to bring Your Vehicle to one of Our assessing centres or take it to a repairer. We can help with any other arrangements necessary to get You back on the road as quickly as possible.
- Do everything reasonable to limit and prevent further loss or damage.
- Immediately make a report to the police if someone has stolen, attempted to steal or maliciously damaged Your Vehicle. If We ask, You must provide to Us the name of the Police Officer and Police station where You made the report.
- Obtain the full names, addresses and phone numbers of all drivers and passengers involved and any witnesses to the Event. You will also need to obtain the vehicle registration numbers and insurance details of all vehicles involved. If damage is caused to buildings and other property please provide details of the address and owners names.
- Give Us any information and other assistance We reasonably need to handle the claim.
- Tell Us immediately if You get demands, a notice of prosecution, details of an inquest or similar communications from other parties involved in the Event. If You delay in telling us, We may not cover any legal or other costs that result from that delay.
- Tell Us Your entitlement to Input Tax Credits (ITCs) for Your insurance premium if You are registered or should be registered for goods and services tax (GST) purposes. If information You give Us is incorrect, We will not cover You for any resulting fines, penalties or tax charges.

What You must not do:

- Admit to anyone else involved in the Event that it was Your fault.
- Unless We have agreed, negotiate or promise anyone a payment, authorise any repairs (except emergency repairs to Your Vehicle, see page 69 for details) or dispose of any damaged property.
- Accept any payment (including Excess payments) from anyone unless We agree first.

What You must agree to if You claim:

- You must provide proof of ownership of any lost or damaged property. Proof could include Your Vehicle log book, receipts, valuations or warranties.
- You must let Us inspect and, if necessary, move Your Vehicle before repairs begin
- Give Us any information and help We need to handle the claim. This can include agreeing to be interviewed and providing relevant documents We ask for.
- If We decide to defend You, settle any claim against You, represent You or try to recover money from the person who caused the loss or damage, You must give Us all the assistance We need, including assistance after Your claim has been paid.

When Your tax or financial affairs are going to be investigated.

These procedures apply in respect of the Tax Probe[®] cover section.

If Your tax affairs are going to be investigated You must:

- provide Us with full written details of any proposed Audit as soon as You are aware of it;
- before retaining any professional other than Your accountant, obtain Our prior approval of that person's engagement and of the fees and disbursements likely to be incurred;
- keep Us fully informed of all material developments in relation to the claim and the Audit;
- take all reasonable steps to minimise cost and delay;
- submit to Us all accounts for Professional Fees immediately after receiving them. Provide fully itemised details of accounts so We can determine the nature of the work done.

When You have made a claim:

- We or Our agent may investigate any matter that is or may be the subject of the claim;
- You are required to provide Us with direct access at all times to Your Professional Adviser;
- if We ask, You are required to instruct Your Professional Adviser to assist Us in connection with any claim; and
- if We ask, You are required to instruct Your Professional Adviser to assist Us with any matter We seek to pursue with the department, body or agency conducting the audit which is or may be the subject of a claim under this Policy.

Making a claim

If You wish to make a claim under this Policy You must:

- promptly contact Your Steadfast broker or call the Vero First Response Unit on 1300888073;
- give Us all the information and documentation which We request. If We ask for it, You must provide Us with a statutory declaration verifying the truth of Your claim and any matters connected with it;

3. immediately send Us any court documents or other communication You receive about the claim. Do not take any action Yourself or ask anyone else to do so on Your behalf.

Do not take any action Yourself or ask anyone else to do so on Your behalf.

Proceedings and negotiations

When You submit a claim:

1. We require that You give Us all information and assistance We may need:
 - ▼ to settle or defend claims; or
 - ▼ to recover from others any amount We have paid for a claim;
2. You must allow Us to:
 - ▼ make admissions, settle or defend claims on Your behalf; and
 - ▼ take legal action in Your name against another person to recover any payment We have made on a claim before We have paid Your claim, or whether or not You have been compensated or paid in full for Your actual loss;
3. allow Us or Our agent to enter Your Business Premises or make them available to Us for inspection; and
4. allow Us or Our agent to take possession of any damaged property and deal with it in a reasonable manner. If We do not take possession of the damaged property You cannot abandon it to us.

Claim preparation expenses

We will pay for costs necessarily and reasonably incurred for the preparation of a claim for which We agree to indemnify You under this Policy. The most We will pay is \$25,000 in total any one claim, unless a higher amount is included in the particular cover section of the Policy.

Provided that before You incur these claim preparation costs You obtain Our written approval to incur these costs.

This benefit is in addition to any limit of indemnity.

This benefit does not apply to the Tax Probe[®] cover section or the LegalPower[®] cover section.

Rewards

We will pay You up to \$5,000 or any higher amount shown in the current Policy Schedule for the reasonable cost of any reward paid by You to recover any property belonging to You or for which You are responsible that is lost, stolen or damaged and which is insured under the Business Property, Theft, Money and/or Glass cover sections of this Policy.

However:

- (a) the terms of the reward must be agreed by Us before it is offered; and
- (b) no such payment shall be made by You unless the value of the property recovered exceeds the reward.

We shall not unreasonably withhold or refuse consent to the terms of any reward payable under this General Policy condition.

Fraudulent claims

If You or someone acting on Your behalf makes a false or fraudulent claim, We will:

1. refuse to pay the claim;
2. cancel the Policy;
3. take legal action against You; or
4. do any or all of the above

When We may refuse a claim

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

1. You do not do what Your duty of disclosure requires You to (see page v);
2. You:
 - ▼ are not truthful;
 - ▼ have not given Us full and complete details; or
 - ▼ have not told Us something when You should have;when applying for the insurance, or when making a claim;
3. You do not at all times take all reasonable care as We require You to do under "Reasonable Care" on page 6;
4. You do any of the following without Us agreeing to it first:
 - ▼ make or accept any offer or payment or in any other way admit You are liable;
 - ▼ settle or attempt to settle any claim; or
 - ▼ defend any claim;
5. cover is specifically excluded in Your Policy; or
6. You have not complied with any of the requirements of "Claims" on pages 7 to 9;
7. You are in breach of any the Policy conditions.

Business Property cover section

Words with special meaning

Some words have special meaning wherever they appear in this cover section. These words and their meanings are listed below.

Word or Term	Meaning
Buildings	<p>Buildings and structural appurtenances at the Situation.</p> <p>Buildings includes:</p> <ol style="list-style-type: none"> 1. verandahs, carports, car parks, sealed driveways, sealed paths, shelters, awnings, gangways, staircases and all outbuildings; 2. fixtures and fittings owned by the owner of the building; 3. underground and above ground services including aprons, supply mains and meters; 4. walls, gates, fences, flagpoles, floodlights and signs; 5. permanently fixed water and fuel tanks. <p>Buildings does not include:</p> <ol style="list-style-type: none"> 1. plant and machinery; 2. Stock; 3. Contents; 4. property undergoing erection, construction, alteration or addition (including the partial dismantlement of existing structures), where the total contract value of all work to be carried out at any one Business Premises exceeds \$500,000 or 20% of the total sum insured on Buildings and Contents, whichever is the lesser provided that this limit shall apply only to the portion of the Business Premises or Business Property which is the subject of any such work and not to any other portion of the Business Property; 5. land, unsealed driveways, unsealed paths, dams, bridges, canals, roadways, tunnels, railway tracks (not at the Situation), wharves, docks and piers. <p>This definition of 'Buildings' is subject to the 'Designation of property' General Policy condition.</p>

Word or Term	Meaning
Contents	<p>all property at the Business Premises, belonging to You or for which You are responsible for.</p> <p>Contents includes:</p> <ol style="list-style-type: none"> 1. fixtures, fittings and glass owned by Your landlord which You are legally responsible for and leasehold improvements; 2. machinery; 3. plant permanently fixed to Your Buildings; 4. documents of title and any other documents of aesthetic, historic, scientific or social value for past, present or future generations; 5. computer systems records, manuscripts, other documents, deeds, specifications, plans, drawings, designs, business books and other records of every description; 6. paintings, works of art and curios; 7. Stock, but not if it is shown as a separate item on the Policy Schedule; 8. goods sold but not delivered and goods held by You on consignment or commission; 9. property not owned by You but on Your Business Premises for service, repair, alteration or safe keeping; 10. property of Your welfare, sports and social clubs. <p>Contents does not include:</p> <ol style="list-style-type: none"> 1. Buildings; 2. growing crops, trees or plants other than pot-plants; 3. animals, livestock, fish, birds and any other living organism except laboratory cultures, Stocks of foodstuffs, of nursery plants, or Stocks of a pet shop; 4. motor Vehicles or trailers, caravans or motorcycles all while registered or licensed to travel on a public road, provided that this exclusion will not apply to: <ol style="list-style-type: none"> (i) mobile plant and equipment (excluding cars, sedans, panel vans, and trucks) not otherwise insured; (ii) motor Vehicles or trailers, caravans or motorcycles that are Stock in trade of Your Business;

Word or Term	Meaning
Contents (continued)	<p>5. Money;</p> <p>6. jewellery, furs, bullion, articles containing gold and silver which are not Stock and which exceed \$10,000 any one item;</p> <p>7. Contents undergoing erection, construction, alteration or addition (including the partial dismantlement of existing structures), where the total contract value of all work to be carried out at any one Business Premises exceeds \$500,000 or 20% of the total sum insured on Buildings and Contents, whichever is the lesser, provided that this limit shall apply only to the portion of the Business Premises or Business Property which is the subject of any such work and not to any other portion of the Business Property;</p> <p>8. land, dams, bridges, canals, roadways, tunnels, railway tracks (not at the Situation), wharves, docks and piers;</p> <p>9. Watercraft, Aircraft or any accessories, equipment or spare parts whilst contained in or on these items unless they are Stock and are on Your Business Premises at the time of any loss or damage.</p> <p>This definition of 'Contents' is subject to the 'Designation of property' General Policy condition.</p>
Market Value	the estimated amount for which the Business Property should exchange immediately before the damage, between a willing buyer and a willing seller in an arms-length transaction, after proper marketing, wherein the parties had each acted knowledgeably, prudently and without compulsion.

Types of cover

The scope of cover provided is explained in the clauses 'Defined events cover' and 'Accidental damage cover'.

How We will pay Your claim

There are two methods of paying Your claims. They are 'reinstatement or replacement value' and 'indemnity value'.

The claim payment method You are covered for is shown on the current Policy Schedule.

Method of settlement

– reinstatement or replacement value

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 or, where appropriate, in accordance with the 'Output replacement' clause set out below.

Business Property may be rebuilt or erected at another location and in a manner suitable to You provided You pay any additional costs to build or erect elsewhere.

If the Business Property is lost or damaged You must commence to rebuild, replace or repair within a reasonable time of the loss or damage, after Our consent has been obtained. If You do not, We will pay no more than the cost that would have been incurred if the work of rebuilding, replacement or reinstatement has been commenced and carried out with reasonable dispatch.

Extra cost of reinstatement

(Applicable to Buildings, machinery and plant).

Where 'Reinstatement or replacement' basis of settlement is shown in the Policy Schedule, this cover section extends to include the extra cost of reinstatement (including demolition or dismantling) of damaged property insured necessarily incurred to comply with the requirements of any Act of Parliament or Regulation made under an Act or By law or the Regulation of any Municipal or Statutory Authority, subject to the following provisions and subject also to the terms, conditions and sums insured of this cover section.

Provided that:

- (a) the work of reinstatement, must be commenced and carried out within a reasonable period, failing which We will not pay more than the amount which would have been payable under the Policy if the work of reinstatement had been commenced and carried out with reasonable dispatch;
- (b) The work of reinstatement may be carried out wholly or partially upon any other site, if the requirements of the Act, Regulation or By-law necessitate it, subject to Our liability not being increased;
- (c) Our total liability under this clause 'Extra cost of reinstatement' will be limited to:
 - (i) the sub limit of liability shown in the current Policy Schedule for 'Extra cost of reinstatement' which shall be in addition to the sum insured; or
 - (ii) if no such sub-limit of liability is stated, and the damage is less than fifty percent (50%) of the Replacement Cost of the Buildings or Contents, Our liability shall be limited to the extra cost necessarily incurred in reinstating the damaged Business Property only;
- (d) the amount recoverable shall not include the additional costs incurred with complying with any such Act, Regulation or By-law or requirement with which You have been required to comply prior to the happening of the damage.

The underinsurance condition of the Business Property cover section of the Policy will not be applied to the amount payable under this clause.

Method of settlement – Indemnity

If the basis of settlement is shown in the Policy Schedule as Indemnity, We will pay the cost to repair or replace the insured property less an equitable amount for age, wear, tear, depreciation and will make an adjustment for the general condition and remaining useful life of the individual item or components that are damaged.

We will also pay, in accordance with the 'Extra Cost of Reinstatement' clause, the additional costs required to comply with the requirements of any statutory authority or by-laws, provided You were not required to comply with any of the by laws prior to the loss or damage occurring.

The Underinsurance/average condition in this cover section is amended to read:

In the event of loss or damage to property We shall be liable for no greater proportion of the loss or damage than the sum insured at the location bears to eighty percent (80%) of the current value of the property insured, provided that Our liability shall not exceed the sum insured stated against each item in the Policy Schedule.

Output replacement

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

- (a) Where any Business Property is to be replaced with any item or items which have the same or a lesser total function, capability or output, then the basis of settlement is the new installed cost of such replacement item or items as would give the same total function, capability or output as the Business Property.
- (b) Where any Business Property is to be replaced with an item or items which have a greater total function, capability or output and the new installed cost of such replacement property is no greater than the replacement value of that Business Property, then the basis of settlement is the new installed cost of the item or items so replaced.
- (c) Where any Business Property is to be replaced by an item or items which have a greater total function, capability or output and the new installed cost of such replacement property is greater than the replacement value of the Business Property, then the basis of settlement is the lesser of the reinstatement value or that proportion of the new installed cost of the replacement item or items which the output of the Business Property damaged bears to the output of the replacement item or items. If the reinstatement value of the damaged Business Property is not ascertainable then the basis of settlement is the new installed cost of the replacement item or items.

Floor space ratio index (Plot ratio)

Where Buildings are damaged and the cost of reinstatement is more than 50% of the cost of reinstatement if the Buildings had been totally destroyed and reinstatement of such damage is limited or restricted by:

- (a) any Act of Parliament or regulation thereunder; or
- (b) any by-law or regulation of any municipal or other statutory authority;

resulting in either case in the reduction of the floor space ratio index (plot ratio) of the site, then We shall pay in addition to the amount payable on reinstatement of such Buildings the difference between:

- (i) the actual costs incurred in reinstatement subject to the reduced floor space ratio index (plot ratio); and
- (ii) the estimated cost of reinstatement at the time of damage had the reduced floor space ratio index (plot ratio) not applied.

Provided that Our total liability for reinstatement or replacement value, additional costs of compliance and under this 'Floor Space Ratio Index (Plot Ratio)' clause shall not exceed the sum insured in respect of the Buildings which are the subject of the claim.

Branded goods

In the event of a claim, any salvage of branded goods or merchandise owned by You or held by You in trust or on commission and any goods sold but not delivered shall not be disposed of by sale without Your consent. If such salvage is not disposed of by sale, then the basis of settlement of the claim shall be the Market Value of the goods after brands, labels or names have been removed by You or on Your behalf.

What You are covered for

We will cover You for loss or damage caused by the events listed under 'Defined Events Cover' and 'Accidental Damage Cover' to Your Business Property which occurs during the Period of Cover.

The current Policy Schedule shows what You have covered and the method of settlement.

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, fixed appliances, fixed pipes or other systems used to hold or carry liquid (including the reasonable cost of identifying and locating the cause of damage) but We will not cover the repair or replacement of such apparatus, appliances, tanks, pipes or other systems which give rise to the damage.
2. Earthquake, volcanic eruption, subterranean fire or tsunami.

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, volcanic eruption, subterranean fire or tsunami.

You only have to pay one Excess if further damage occurs within 72 hours of an occurrence.

3. Fire, lightning or explosion.
4. Impact by:
 - (a) a Vehicle designed primarily for use on land;
 - (b) an animal;
 - (c) trees or branches of trees. This cover includes the reasonable costs associated with the removal and disposal of the tree or branches, which caused the damage;
 - (d) communication masts, towers, antennae or satellite dishes;
 - (e) Aircraft or Watercraft;
 - (f) meteorites or debris from an Aircraft, rocket or satellite;
 - (g) a falling building or other structure or part thereof.
5. Malicious damage, including damage by burglars or thieves, other than damage caused by You or anyone who permanently or temporarily lives with You.
6. Riots, civil commotions, strikes or locked out workers or persons taking part in labour disturbances including resultant acts of any lawfully constituted authority.
7. Storm, tempest, rainwater, snow, sleet, wind, hail but not:
 - (a) by water from or action of the sea, tidal wave, storm surge, high water or Flood;
 - (b) to gates, fences, retaining walls, shade cloth, exterior textile awnings or blinds which exceeds \$25,000 in respect of any one occurrence for loss or damage;
 - (c) to property in the open air unless such property is a permanent structure designed to function without the protection of walls or roof;
 - (d) erosion, subsidence, landslide, collapse or any other movement of earth;
 - (e) caused by water entering as a result of structural defects, faulty design or faulty workmanship in the Buildings;
 - (f) caused by water entering the Buildings through an opening in the wall or roof made for the purpose of alterations, additions, renovations, or repairs.
8. Escape of molten material from its intended confines on or about the Business Premises but excluding:
 - (a) the cost of repairing any fault which permitted such escape,
 - (b) the cost of retrieving or removing escaped material from any escape channel or catchment area designed for the purpose,
 - (c) loss of or damage to such escaped material,
 - (d) loss or destruction of or damage to furnace linings, crucibles, moulds, other containers or ladles from which molten material escapes.

Accidental damage cover

We will cover You for accidental loss or damage to Your Business Property at the Business Premises other than the events or items listed in '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 lesser of \$250,000 or the total sum insured for Buildings and Contents unless a higher amount is specified in the current Policy Schedule as the accidental damage sum insured.

(For example, if the sum insured for Buildings is \$500,000 and for Stock, \$50,000, the maximum We will pay for accidental damage is \$250,000 as this is less than \$550,000 (\$500,000 + \$50,000). However, if the sum insured for accidental damage is specified in the Policy Schedule as being \$300,000, then the most We will pay for accidental damage is \$300,000).

What You are not covered for under Accidental damage cover

We will not pay for claims under 'Accidental damage cover' for:

1. loss or damage caused by any defined events cover in this cover section.
2. loss or damage caused by events or to the items listed under General Policy exclusions.
3. loss or damage insurable under any other cover section or cover sections of this Policy.
4. Business Property to the extent insurable under the General Property cover section.
5. for damage 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. unexplained disappearance or unexplained inventory shortage, whether resulting from clerical or accounting errors or shortages in supply or delivery of materials to or by You.
7. loss or damage caused by demolition, other than demolition by or ordered by a public authority, if the value of the demolition work exceeds \$500,000 or 20% of the total sum insured on Buildings and Contents, whichever is the lesser.
8. pollution or contamination of Business Property unless caused by a defined event.
9. theft, except where the Business Premises 'Buildings' insured by the owner under this Policy cover section are tenanted under a lease agreement by another party, person or entity not named in the Policy, in which case, the insured owner will be entitled to be indemnified against loss by theft of their Business Property (as defined in this cover section for 'Buildings') at the Business Premises in accord with the terms and conditions of the 'Theft cover section' of this Policy regardless of whether it is selected in this Policy or otherwise. The maximum We will pay in respect to any loss under this additional protection provided under this Business Property cover section in

relation to theft shall be limited to \$20,000 in total any one occurrence happening during the currency of the Policy.

10. loss or damage following breakage of external glass to signwriting or ornamentation affixed to the glass, except where You are a tenant of a building and not required by lease to insure Glass.

Additional Benefits

– Business Property cover

The following additional benefits are provided if You have selected the Business Property cover section:

Capital Additions

We cover additions to Your Buildings, Contents, and specified items obtained or built during the Period of Cover to an amount not exceeding 20% of the total sum insured on Buildings, Contents and specified items or \$500,000 whichever is the lesser, in respect of property insured at any one Situation. This additional benefit is payable in addition to Your sum insured.

(For example, if the sum insured for the Buildings and Contents is \$1,000,000, We will not pay more than \$200,000 [20% of \$1,000,000] as this amount is less than \$500,000)

Catastrophe Escalation

If:

- (a) any of Your Buildings are destroyed or damaged by any event insured against by this cover section, and
- (b) We classify such destruction or damage as a total loss; and
- (c) the event giving rise to the destruction or damage has resulted in any competent authority declaring a state of emergency affecting the area in which Your Building is situated;

We will:

- (d) increase the sum insured applicable to such Buildings under this cover section by up to 20% provided that Your Building is rebuilt, and
- (e) increase the amounts payable under the 'Capital Additions' (relating to Buildings only) and 'Temporary protection and security guards' Additional benefits of this cover section by up to 20%;

to cover any Increase in building costs for labour and materials and any other additional costs associated with rebuilding Your Building which may apply after the event.

Provided that:

- (i) We shall not pay more than the increased building costs which are actually incurred by You.
- (ii) We will not pay any amount under this Additional benefit until You have incurred costs exceeding the sum insured applicable to such Building under this cover section.

Increase in building costs means the difference between the cost of reinstatement actually incurred in accordance with the Basis of Settlement provisions of this cover section and the cost of reinstatement that would have applied had the event not occurred.

(For example, a cyclone destroys Your Business Premises with a sum insured of \$1,000,000 for the Buildings. A state of emergency is declared in Your area and costs to rebuild the Building escalate because of a shortage in construction labourers resulting in an increase in their hourly rate. We will pay up to:

- i) \$1,200,000 to rebuild the Building [\$1,000,000 plus an additional \$200,000 being 20% of the Building sum insured],

Less the Excess.

This example assumes that there is no Underinsurance)

Directors and Employees personal property

Personal property of directors and employees of Your Business if the person to whom the personal effects belong is not named as an insured.

Cover is limited to \$5,000 for any one employee. This additional benefit provides cover to You. It does not provide any insurance cover to any director or employee.

Discharge of mortgages

If Business Property has been damaged and the damage is covered by the Business Property cover section, where the sum insured is not otherwise exhausted, We will pay up to the balance of the sum insured, for the reasonable legal costs to discharge a mortgage or mortgages on Buildings or Contents following settlement of a claim on the basis of a total loss whether actual or constructive.

Where the sum insured is exhausted, in respect of the discharge of a mortgage on Buildings only, We will pay up to an additional ten percent (10%) of the total sum insured on Buildings, for the reasonable legal costs to discharge a mortgage or mortgages following settlement of a claim on the basis of a total loss whether actual or constructive.

Fire Brigade attendance fees

We will pay up to \$50,000 for any statutory charges payable by You to a fire brigade or firefighting authority for attendance at a fire or chemical emergency involving insured property. This additional benefit is in addition to Your sum insured.

Government fees

We will pay any fee, contribution or other impost payable to any other Government, Local Government or other Statutory Authority where payment of the fee, contribution or impost is necessary to the obtaining of consent to reinstate any property insured provided that We will not be liable for payment of any fines and/or penalties imposed upon You by any such authorities.

The cost of government fees is included in the sum insured for Business Property.

Landscaping

Loss, damage or destruction by the defined events (other than storm, tempest or rainwater) to growing plants, shrubs, garden plots and lawns (including rock work, retaining walls, ornamentation and edging pertaining thereto) and resultant expenses necessarily incurred in cleaning, clearing and/or repairing drains, gutters, sewers and the like, all contained in or on or forming part of or implicitly pertaining to the Buildings insured, up to but not exceeding \$50,000 or 20% of the sum insured at the Business Premises specified in the Policy Schedule in respect of any one loss, whichever is the lesser. This additional benefit is included in the sum insured of the Buildings covered by this cover section.

(For example, if the sum insured for the Buildings is \$500,000, We will not pay more than \$50,000 as this amount is less than \$100,000 [20% of \$500,000])

Limited transit

Business Property is covered, up to the lesser of \$50,000 or twenty percent 20% of the sum insured for Contents including Stock, if it is in transit in or on any Vehicle owned or operated by You anywhere within the Commonwealth of Australia away from Your Business Premises, including storage during the transit, but only for damage caused by fire or explosion, wind or earthquake, acts of malicious persons or by collision or overturning of the conveying Vehicle.

Loss of land value

Up to \$100,000 for the reduction in land value, which shall be the value certified by the Valuer General or other competent person or authority selected by us, that results from the requirements of any statutory authority that does not allow rebuilding (or only partial rebuilding) at the Business Premises following loss or damage covered by this cover section.

Provided that:

- (a) this shall be calculated by subtracting the land value after rebuilding or after We have agreed that rebuilding is not possible, from the land value before the damage; and
- (b) We will not pay more than 20% of the sum insured for Buildings at the Situation where the damage happened.

The underinsurance condition does not apply to this additional benefit, which is in addition to the sum insured.

(For example, if the sum insured for the Buildings is \$400,000, We will not pay more than \$80,000 (20% of \$400,000) as this amount is less than \$100,000).

New premises – temporary cover

We will temporarily extend cover provided by this cover section to property at any new Situation first occupied by You during the Period of Cover provided that:

- (a) this temporary cover period is limited to the lesser of:
 - (i) 60 days from the date You acquire or commence using the premises, or
 - (ii) the expiry date of the current Period of Cover; or
 - (iii) the date on which the property ceases to belong to You;

- (b) the property is used for Your Business described in the Policy Schedule;
- (c) the property is of similar type to that already insured under this cover section;
- (d) the new premises comprise Buildings of similar construction, fire and burglary protection as featured in any premises currently described in the Policy Schedule;
- (e) You must provide to Us full details of the new premises within 60 days of the commencement of this temporary cover. If We agree to continue the cover You must pay any additional premium that We may require.

The maximum We will pay for this additional benefit is 50% of the highest sum insured shown on the Policy Schedule for each item of property.

(For example, if You insure 2 premises, one for \$1,000,000 and the other for \$2,000,000, then any new premises will be covered up to \$1,000,000 (50% of \$2,000,000, being the higher of the two sums insured)).

Playing surfaces

We will pay, up to the greater of \$50,000 plus any additional amount shown in the current Policy Schedule for playing surfaces, for the cost of repairing damage to outdoor playing surfaces at the Situation, caused by:

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

This additional benefit is in addition to the sum insured.

Prevention of imminent damage

We will pay up to \$50,000 for necessary costs You incur to extinguish a fire on or in the vicinity of Your Business Premises which causes or threatens property damage or for necessary costs to prevent or diminish imminent damage to Your property by any other insured peril.

We will not pay under this additional benefit for:

1. any fines, penalties or liability incurred by You.
2. any loss or damage to Your property.

This additional benefit is in addition to Your sum insured.

Professional fees

If Business Property has been damaged and the damage is covered by the Business Property cover section, We will pay the reasonable professional fees incurred to rebuild or repair Your Buildings and Contents.

The cost of professional fees and legal costs are included in the sum insured of the property lost or damaged.

Removal of debris

If Business Property has been damaged or destroyed and is covered by the Business Property cover section, We will pay the reasonable costs incurred for the demolition, dismantling, necessary temporary repairs, cleaning up and/or removal, storage and disposal of debris from the Business Premises. We will also pay for Your legal liability for the cost of removal of debris from adjoining premises, property, services, roadways and waterways as well as on the site.

We will pay You up to \$50,000 or 20% of the total sum insured on Buildings and Contents shown on the Policy Schedule for the damaged premises whichever is the lesser (in addition to the sum insured) plus any additional amount for 'Removal of Debris' shown in the current Policy Schedule. 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.

Rewriting of Records

We will pay You, in addition to Your sum insured, up to \$25,000 and any additional amount shown in the current Policy Schedule for 'Rewriting of Records', for clerical and professional costs incurred by You to re-write Your necessary business records if they are lost, destroyed or damaged, whilst located at Your Business Premises or offsite anywhere in the Commonwealth of Australia, by an occurrence which You are covered for in the Business Property cover section. We will not pay You for any financial loss caused by the loss of Your records under this additional benefit

Seasonal increase in Stock

If You have insured Stock as a separate item to Your Contents, the sum insured on Stock is increased by 50% for:

1. (a) eight (8) weeks prior to and including Christmas Day;
(b) three (3) weeks after and including 26 December.
2. (a) six (6) weeks prior to and including Easter Tuesday;
(b) one (1) week after but not including Easter Tuesday.
3. (a) six (6) weeks prior to and including any celebrated event of a festive, religious or ethnic nature (other than Christmas or Easter: and
(b) one (1) week after the same festive, religious or ethnic event or celebration.
4. (a) Any other period shown on the current Policy Schedule, in lieu of the covers in 1 – 3 above.

Provided You can demonstrate that the Stock levels during such period has risen by more than 20% above standard levels and that the increase has happened solely for the purpose of meeting additional customer demand associated with such period.

If Your sum insured for Stock is included in another item on the current Policy Schedule We will only apply the increase to the portion of the sum insured which relates to Stock.

Temporary protection and security guards

If Business Property has been lost or damaged and is covered by the Business Property cover section, We will pay for the cost of temporary protection, including employment of security guards, to safeguard the property insured:

- (a) where the sum insured is not otherwise exhausted, We will pay the reasonable costs and expenses reasonably incurred; and
- (b) when the sum insured becomes exhausted, We will pay an additional amount of up to \$25,000, pending repair or replacement, consequent upon damage for which a claim is payable.

If an occurrence results in a claim being paid under this cover section and another cover section of the Policy, the highest single limit under the relevant cover section applies. The benefit of Temporary Protection and Security Guards shall not be cumulative under this Policy.

Temporary removal

We also cover Your insured Business Property while temporarily removed to any other premises within the Commonwealth of Australia.

Provided that:

- (a) We will not cover motor Vehicles or trailers, Watercraft, caravans or motorcycles unless they are:
 - (i) Stock in trade of Your Business; or
 - (ii) forklift trucks or similar appliances that are normally used for hauling or lifting goods at Your Business Premises.
- (b) We will not cover Stock in trade that is on consignment to other parties unless it is owned by You or is property for which You are responsible.
- (c) The maximum amount We will pay for this additional benefit will be 20% of the sum insured.
- (d) This additional benefit will not apply to any property insured, which has been removed for a period greater than 90 days without Our prior written consent.

Undamaged foundations

If foundations are not destroyed following an occurrence and any Government or Statutory Authority requires reinstatement of the Business Property to be carried out 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, the increase in resale value will be paid to Us at the time of sale.

Optional extension to the Business Property cover

Flood

When 'Flood' is shown in the current Policy Schedule, We will cover loss of or damage to Business Property caused by Flood.

Strata title mortgagee(s) interest

This cover applies only if You have arranged this Policy to insure only the interest of a mortgagee in a strata title unit.

This cover only applies when You own part of a building that has been subdivided into strata, community or similar title units and You have a mortgage on that part of the building.

We will pay the mortgagee the lowest of:

- (a) the sum insured shown on the Policy Schedule;
- (b) the amount to repair the damage to a condition similar to but no better than when new;
- (c) if the body corporate (or similar) partially covers the loss, then the difference between what the body corporate's insurance pays and the cost of the damage; or
- (d) the amount sufficient to discharge the mortgage held by You over the unit at the date of the damage.

We pay only that part of the claim that applies to the interest of the mortgagee.

We only pay a claim if:

- (a) a claim would be payable under defined events 1 to 8 of the Business Property cover section (and not subject to any exclusions or other limitation in the Policy);
- (b) the Policy of the body corporate or similar does not apply or only partially covers the loss; and
- (c) the mortgagee requires You to discharge Your mortgage.

If You have arranged this Policy to insure only the interest of a mortgagee in a strata title unit no additional benefits are payable under this Policy.

What You are not covered for under this cover section

1. We will not pay for loss or damage under the Business Property cover section caused by:

- (a) intentional loss or damage caused by Your tenants other than damage caused by fire or explosion.
- (b) (i) birds, insects, mice, rats or other vermin;
- (ii) rust, corrosion, or oxidation;
- (iii) mildew, mould, rotting, disease, contamination, pollutants, or industrial fallout;
- (iv) inherent vice, change of colour, loss of weight, loss of volume, change in flavour, change in texture;

(v) variation in temperature, variation in humidity, variation in controlled atmosphere;

(vi) wear, tear, fading or gradual deterioration;

provided that this Exclusion 1(b) shall not apply to subsequent loss or damage to Your Business Property occasioned by a peril (not otherwise excluded) resulting from any event referred to in this Exclusion.

- (c) (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;
- (iii) collapse of Business Property unless caused suddenly by a defined event.

- (d) (i) error in, omission of or wrong design;
- (ii) faulty materials or faulty workmanship;

provided that this Exclusion 1(d) shall not apply to subsequent loss or damage to Your Business Property occasioned by a peril (not otherwise excluded) resulting from any event referred to in this Exclusion.

- (e) partial or complete cessation of work, process, operation or activity caused by strikes, labour disputes or locked out workers except as a result of physical loss or damage to the Business Property committed by persons taking part in strikes or labour disputes, or by locked out workers.

- (f) incorrect siting of Business Property.

- (g) spontaneous combustion, fermentation, heating or any process involving the direct application of heat;

provided that this Exclusion 1(g) shall be limited to the item or items of Your Business Property immediately affected and shall not extend to other Business Property damaged as a result of such spontaneous combustion, fermentation or heating or process involving the direct application of heat.

- (h) Flood.

- (i) the action of water from the sea, tidal wave or high water.

- (j) self-explosion of boilers or other pressure vessels.

We do not cover damage to the boiler or pressure vessel where the boiler or pressure vessel:

- (i) is not solely used for domestic purposes; or
- (ii) has a value of more than \$200,000.

However, We do cover resultant damage to other Business Property.

2. We will not pay under the Business Property cover section for:

- (a) any legal liability You incur to pay compensation, damages, fines, or penalties.
- (b) cost to repair or replace Business Property due to:
 - (i) mechanical, hydraulic, electrical or electronic breakdown, malfunction, breakage or failure unless caused by an insured occurrence;

- (ii) Computer Virus;
 - (iii) access to Your computer systems and records by any person not on Your Business Premises.
3. We will not pay for loss or damage under the Business Property cover section arising from demolition ordered by government or public or local authorities due to failure by You or Your agents to obtain the necessary permits.

Specific conditions applicable to this cover section

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 cover section which is in breach of any terms or conditions, We will cover You for Your loss or damage as per cover section, 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.
3. You agree to pay a reasonable increase in premium for the additional risk.

Underinsurance/average

For each occurrence under the 'Business Property cover section', We will not be liable for more than that proportion of damage which; in respect of Buildings, Contents, Stock and specified items the sum insured on the total amount for Buildings, Contents, Stock and specified items at the Situation, at the time of the commencement of each Period of Cover bears to eighty percent (80%) of the full insurable value of such Buildings, Contents, Stock and specified items.

Conditions:

1. Our liability is limited to the sum insured at the Situation as shown in the Policy Schedule.
2. This clause will not apply if the amount of any damage does not exceed ten percent (10%) of the sum insured at the Situation.

Example;

Total value = \$200,000

80% of value = \$160,000

Sum insured = \$144,000

Therefore if a \$100,000 loss occurs, We would pay
 $(\$144,000 / \$160,000) \times \$100,000 = \$90,000$
 We would pay \$90,000 (less any Excess).

Any additional costs incurred to comply with the requirements of any statutory authority, by-laws or regulations shall be omitted from the calculation of Our proportion.

Release

Without prejudicing Your position under this cover section, You may release any railways, other transportation companies, statutory governmental, semi-governmental or municipal authority from any liability if required by any contract to do so.

Leased building clause

Without prejudicing Your position under this cover section, You may agree to enter into a lease for occupancy of any building or a lease for hiring of property where the terms of the lease include a disclaimer clause in favour of the lessor to the owner.

Storage premises

Without prejudicing Your position under this cover section, You may enter into a contract which includes a disclaimer clause in relation to the storage of goods or merchandise.

Additional limits to what We pay under 'How We will pay Your claim'

Where a limit is stated as a dollar amount in this cover section, that limit may be increased if Your Steadfast broker requested a higher limit and We agree to this. Additional premium applies.

If a limit in this cover section is increased, the additional amount We will pay in respect of that limit will be shown on Your Policy Schedule. This amount is in addition to the relevant limit stated in this cover section.

(For example for Additional Benefit – Temporary protection and security guards, where the sum insured is exhausted, the most We will pay for this additional benefit is \$25,000. However if Your Policy Schedule shows an additional sum insured of \$50,000, the most We will pay under this additional benefit is \$75,000 [\$25,000 + \$50,000])

Worked dollar examples

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

An insured has cover for a building that is used as both a newsagency and their residence. For this reason it is a Home Building. The insured has cover on a replacement value basis. The building's sum insured is \$300,000 and the Excess is \$250. The building is damaged in a bush fire and We assess the cost of repairs to be \$50,000

How much We pay		Further information
Cost of repairs	\$50,000	We normally decide the building is repairable if the cost of repairing the building is significantly less than the sum insured (in this example the sum insured is \$300,000).
Cost of removal of debris	+\$30,000	The fire leaves building debris at the premises. We assess the cost to remove the debris to be \$30,000. The Additional Benefit Coverage is limited to the lesser of \$50,000 or 20% of the sum insured shown on the Policy Schedule (or if this is insufficient and the sum insured is not exhausted, We will pay the balance of the sum insured). In this example, the Additional Benefit coverage is sufficient to cover the \$30,000 cost.
Cost of complying with statutory authority*	+\$2,000	The local council requires storm water harvesting tanks for all new works at the premises. This requirement was triggered by the repairs to the building and did not apply to the building previously. The cost to install the water harvesting tanks is assessed to be \$12,000 for the entire building, and \$2,000 for the damaged part. As the cost of repairs is less than 50% of the cost to replace the entire building We only pay for the costs associated with the damaged portion of the building so We pay \$2,000.
Less excess	- \$250	We deduct this from the amount We pay. We may require You to pay this amount directly to the repairer.
Total claim	\$81,750	We would normally pay the total claim amount directly to the repairers.

Underinsurance

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

Cost of repairs (\$50,000) and the removal of debris (\$30,000) is total \$80,000;

$$\begin{array}{rcl}
 \$ 80,000 & \times & \frac{\$300,000 \text{ (sum insured)}}{80\% \times 500,000 \text{ (building replacement value at time of loss)}} \\
 & & = \$60,000
 \end{array}$$

$$\text{Cost of complying with the statutory authority*} = \$2,000$$

$$\text{Excess} = - \$250$$

$$\text{Total Claim} = \$61,750$$

*Not subject to underinsurance condition.

You have cover for a building that is used as both a doctors surgery and Your residence. For this reason it is a Home Building. You have cover on a replacement value basis. The building's sum insured is \$3,000,000. The building is damaged due to an earthquake and We assess the cost of repairs to be \$500,000.

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

Business Interruption cover section

Words with special meaning applicable to cover section

Some words have special meaning wherever they appear in cover section. These words and their meanings are listed below.

Word or Term	Meaning
Damage	physical loss, destruction or damage (occurring during the Period of Cover) from the operation of a peril or event insured against under the 'Business Property cover section', the 'Theft cover section', the 'Money cover section', the 'Glass cover section' or the 'General Property cover section' of Your Policy.
Indemnity Period	the period beginning with the occurrence of the Damage during which the results of Your Business are affected by the Damage and ending at the expiration of the maximum period specified in the current Policy Schedule or, in the case of Weekly Revenue, ending at the earliest of either the expiration of the maximum period specified in the Policy Schedule or when Weekly Revenue during that period equals or exceeds 95% of Standard Weekly Revenue.
Rent Receivable	the amount of the rent received or receivable (including base rental, Turnover rental and contributions to outgoings) from the letting of property at the Business Premises.

There are three Parts available in this cover section:

- ▼ Part A – Annual Revenue basis;
- ▼ Part B – Weekly Revenue basis;
- ▼ Part C – Insurable Gross Profit basis;

Your Policy Schedule indicates which Part has been selected by You.

Part A – Annual Revenue basis

Words with special meaning for Part A

Some words have special meaning wherever they appear in this Part. These words and their meanings are listed below.

Word or Term	Meaning
Annual Revenue	the Revenue earned during the twelve months immediately before the date of the Damage.*
Revenue	the Money paid or payable to You as a: <ul style="list-style-type: none"> ▼ Wholesaler or retailer of goods – for goods sold and delivered in the course of Your Business less the cost of any related purchases (after any discounts). ▼ Motel operator – in respect of facilities, accommodation, food and drink made available and services rendered in connection with Your Business, less the cost of any related purchases (after any discounts) and laundering and cleaning expenses. ▼ Professional practitioner or consumer services provider – for services rendered and work performed in connection with Your Business. ▼ Property owner – by tenants (being Rent Receivable).
Standard Revenue	the Revenue earned within that period during the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period.*

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

What You are covered for

In the event of interruption of or interference with Your Business in consequence of Damage to any building or any other property or any part thereof used by You at the Business Premises for the purpose of Your Business, We will pay You in respect of each item selected by You and shown in the current Policy Schedule, the amount of the loss resulting from such interruption or interference.

Provided that:

- (a) the payment is in accordance with the basis of settlement provision for the item;
- (b) We have paid for or admitted liability in respect of such Damage under the relevant cover section of Your Policy, or another insurer has paid for or admitted liability in respect of such Damage, unless no such

payment shall have been made or liability shall not have been admitted for such Damage (by Us or another insurer) solely due to the application of an Excess; and

- (c) Our liability in no case will exceed in respect of each item the sum insured shown in the current Policy Schedule for that item.

The insurance under this cover section provides protection with regard to loss under:

Item 1. Revenue.

Item 2. Additional increase in cost of working.

Item 3. Accounts receivable.

Item 4. Claim Preparation and Proving Expenses.

Basis of settlement

Item 1. Revenue

This item is limited to the loss of Revenue and increase in the cost of working.

The amount payable as indemnity under Item 1 will be:

- (a) in respect of the loss of Revenue:

the amount by which the Revenue earned during the Indemnity Period falls short of the Standard Revenue, in consequence of the Damage; and

- (b) in respect of the Increase in cost of working:

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Revenue which, but for the additional expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the amount of reduction in Revenue thereby avoided;

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

Provided that if the sum insured for this item is less than eighty percent (80%) of the Annual Revenue, the amount payable will be reduced so that We will be liable for no greater proportion of the loss under this item than that which the sum insured bears to eighty percent (80%) of the Annual Revenue.

This provision will not apply if Your claim is for less than 10% of the sum insured for this item.

Item 2. Additional increase in cost of working – see 'Common Clauses to Parts A, B and C'.

Item 3. Accounts receivable – see 'Common Clauses to Parts A, B and C'.

Item 4. Claim Preparation and Proving Expenses – See 'Common Clauses to Parts A, B and C'.

Part B – Weekly Revenue basis

Words with special meaning for Part B

Some words have special meaning wherever they appear in this Part. These words and their meanings are listed below.

Word or Term	Meaning
Weekly Revenue	<p>the Money paid or payable to You each week as a:</p> <ul style="list-style-type: none"> ▼ Wholesaler or retailer of goods – for goods sold and delivered in the course of Your Business less the cost of any related purchases (after any discounts); ▼ Motel operator – in respect of facilities, accommodation, food and drink made available and services rendered in connection with Your Business, less the cost of any related purchases (after any discounts) and laundering and cleaning expenses; ▼ Professional practitioner or consumer services provider – for services rendered and work performed in connection with Your Business; ▼ Property owner – by tenants (being Rent Receivable).
Standard Weekly Revenue	<p>the average of the Weekly Revenues in that period during the fifty two (52) weeks immediately before the date of the Damage which corresponds with the Indemnity Period, adjusted as may be necessary for trends, variations in or other circumstances affecting Your Business, so that the adjusted figure will represent as far as possible the weekly results which, but for the Damage, would have been obtained during the relative period after the Damage.</p>

What You are covered for

In the event of interruption of or interference with Your Business in consequence of Damage to any building or any other property or any part thereof used by You at the Business Premises for the purpose of Your Business, We will pay You in respect of each item selected by You and shown in the current Policy Schedule, the amount of the loss resulting from such interruption or interference.

Provided that:

- (a) the payment is in accordance with the basis of settlement provision for the item;
- (b) We have paid for or admitted liability in respect of such Damage under the relevant section of Your Policy, or another insurer has paid for or admitted liability in respect of such Damage, unless no such payment shall have been made or liability shall not have been admitted for such Damage (by Us or another insurer) solely due to the application of an Excess; and

(c) Our liability in no case will exceed in respect of each item the sum insured shown in the current Policy Schedule for that item.

We will not pay any claim under this Part where the interference or interruption to Your Business is for a period of less than three days.

The insurance under this Part provides protection with regard to loss under:

Item 1. Weekly Revenue.

Item 2. Additional increase in cost of working.

Item 3. Accounts receivable.

Item 4. Claim Preparation and Proving Expenses.

Basis of settlement

Item 1. Weekly Revenue

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

Item 2. Additional Increase in Cost of Working

See 'Common Clauses to Parts A, B and C'.

Item 3. Accounts Receivable

See 'Common Clauses to Parts A, B and C'.

Item 4. Claim Preparation Expenses

See 'Common Clauses to Parts A, B and C'.

Part C – Insurable Gross Profit basis

Words with special meaning for Part C

Some words have special meaning wherever they appear in this Part. These words and their meanings are listed below.

Word or Term	Meaning
Annual Turnover	the Turnover during the twelve months immediately before the date of the Damage.*
Gross Profit	the amount by which the sum of the Turnover and the amount of the closing Stock and work in progress exceeds the sum of the opening Stock and work in progress and the amount of the Uninsured Working Expenses. Note: The amount of the opening and closing Stocks will be arrived at in accordance with Your normal accounting methods, due provision being made for depreciation.
Rate of Gross Profit	the Rate of Gross Profit, expressed as a percentage, earned on the Turnover during the financial year immediately before the date of the Damage.*
Shortage in Turnover	the amount by which the Turnover during a period will, in consequence of the Damage, fall short of the part of the Standard Turnover which related to that period.
Standard Turnover	the Turnover during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period.*
Turnover	the amount (less discounts allowed) paid or payable to You for goods sold and delivered for services rendered and for Rent Receivable in the course of Your Business .at the Business Premises.
Uninsured Working Expenses	the working expenses of Your Business which You have elected not to insure under this cover section, and which are not included in the sum insured for item 1 Gross Profit.

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

What You are covered for

In the event of interruption of or interference with Your Business in consequence of Damage to any building or any other property or any part thereof used by You at the Business Premises for the purpose of Your Business, We will pay You in respect of each item selected by You and shown in the current Policy Schedule, the amount of the loss resulting from such interruption or interference.

Provided that:

- (a) the payment is in accordance with the basis of settlement provision for the item;
- (b) We have paid for or admitted liability in respect of such Damage under the relevant section of Your Policy, or another insurer has paid for or admitted liability in respect of such Damage, unless no such payment shall have been made or liability shall not have been admitted for such Damage (by Us or another insurer) solely due to the application of an Excess; and
- (c) Our liability in no case will exceed in respect of each item the sum insured shown in the current Policy Schedule for that item.

The insurance under this Part provides protection with regard to loss under:

Item 1. Gross Profit.

Item 2. Additional increase in cost of working.

Item 3. Accounts receivable.

Item 4. Claim Preparation and Proving Expenses.

Basis of settlement

Item 1. Gross Profit

This item is limited to the loss of Gross Profit due to a reduction in Turnover and the increase in Your cost of working.

The amount payable as indemnity under this item will be:

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

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

Provided that if the sum insured for this item at the commencement of each Period of Cover is less than the sum produced by applying the Rate of Gross Profit to eighty percent (80%) of the Annual Turnover (or its proportionately increased multiple where the Indemnity Period exceeds twelve months), the amount payable will be reduced so that We will be liable for no greater proportion of the loss under this item than that which the sum insured bears to eighty percent (80%) of the Annual Turnover (or its proportionately increased multiple, if appropriate).

This provision will not apply if Your claim is for less than 10% of the sum insured for this item.

Item 2. Additional increase in cost of working – See Common Clauses to Parts A, B and C.

Item 3. Accounts receivable – See Common Clauses to Parts A, B and C.

Item 4. Claim Preparation and Proving Expenses – See Common Clauses to Parts A, B and C.

Common Clauses to Parts A, B and C

The following clauses are applicable to Parts A, B and C.

Departmental

If Your Business is conducted in departments or business units the independent trading results of which are ascertainable, the provisions of Item 1 will apply separately to each department affected by the Damage. For the purposes of this clause, the Rent Receivable from letting of property at the Business Premises will be regarded as the proceeds of one such department.

Sum Insured

Our liability to You will in no case exceed in respect of each item the sum insured expressed against that item in the current Policy Schedule. 'Additional Benefits' are within the total sum insured of this cover section and not additional to the total sum insured.

Item 2. Additional increase in cost of working

The insurance under this Item is limited to increase in cost of working (not otherwise recoverable hereunder) necessarily and reasonably incurred during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing reduction in Revenue or Weekly Revenue or Turnover and/or resuming and/or maintaining normal business operations and/or services.

Item 3. Accounts receivable

Under this item We will pay You up to the amount shown in the current Policy Schedule for all sums due to You from debtors that You are unable to collect because of Damage to records of accounts receivable. We will also pay collection expenses in Excess of normal collection costs made necessary because of the Damage as well as interest charges at the ruling rate of Your bank on any loan to offset impaired collections pending repayment of such sums made uncollectible by such Damage. If You cannot accurately establish the total amount of accounts receivable outstanding as at the date of the Damage, the amount will be computed as follows:

- (a) determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately preceding the year in which the Damage occurs;
- (b) calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the year immediately preceding the month in which the Damage occurs, as compared with such average for the same months of the preceding year;
- (c) the amount determined under (a), increased or decreased by the percentage calculated under (b) above, will be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said Damage occurs;
- (d) the amount determined under (c) above will be increased or decreased in conformity with the normal fluctuation in the amount of accounts receivable during the fiscal month involved, consideration being given to the experience of Your Business since the last day of the last fiscal month for which statements have been rendered less:
 - (i) the amounts of such accounts evidenced by records not suffering Damage or otherwise established or collected by You;
 - (ii) an amount to allow for probable bad debts that would normally have been uncollectible by You
 - (iii) all unearned interest and service charges; and
 - (iv) settlement or term discounts normally allowed.

Item 4. Claim Preparation and Proving Expenses

In addition to the amount payable under General Condition 'Claim preparation expenses' of this Policy, We will pay You up to the amount shown in the current Policy Schedule for the costs of such reasonable professional fees as may be payable by You and other such reasonable expenses necessarily incurred by You and not otherwise recoverable, for preparation and negotiation of claims under this cover section.

Accumulated Stocks

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

Alternative trading

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

New business

In the event of Damage occurring at the Business Premises before the completion of the first year's trading of Your Business, the defined terms 'Standard Revenue', 'Annual Revenue', 'Standard Weekly Revenue', 'Rate of Gross Profit', 'Standard Turnover' and 'Annual Turnover' shall instead have the following meanings wherever they appear in this cover section:

'Standard Revenue' means the Revenue achieved between the date of commencement of Your Business and the date of the Damage, converted to the selected Indemnity Period.

'Annual Revenue' means the actual Revenue achieved during Your first year of operations, from the commencement of Your Business to the date of the Damage, converted to a 12-month equivalent figure.

'Standard Weekly Revenue' means the amount calculated by averaging the Weekly Revenues obtained during the period from the date of the commencement of Your Business to the date of the Damage.

'Rate of Gross Profit' means the proportion that the Gross Profit bears to the Turnover during the period between the date of commencement of Your Business and the date of the Damage.

'Annual Turnover' means the actual Turnover achieved during Your first year of operations, from the commencement of Your Business to the date of the Damage, converted to a 12-month equivalent figure.

'Standard Turnover' means the Turnover achieved between the date of commencement of Your Business and the date of the Damage, converted to the selected Indemnity Period.

The above definitions may be used as necessary to calculate the trend of Your Business and for variations in or other circumstances affecting Your Business either before or after the Damage or which would have affected Your Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the result which but for the Damage would have been obtained during the relative period after the Damage.

Additional Benefits

This cover section is extended to include the following additional benefits. Additional Benefits 1 to 11 inclusive are payable provided that the sum insured expressed against the relevant item(s) in the Policy Schedule is not otherwise exhausted.

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

- (a) loss of Revenue;
- (b) loss of Weekly Revenue; or
- (c) loss of Gross Profit;

resulting from interruption of or interference with Your Business as a result of Damage occurring during the Period of Cover to, or as a direct result of:

1. Customers and suppliers – unspecified

Unspecified property at the premises of Your suppliers or customers of goods or materials or services (other than those services provided by any Public utilities) or at storage premises neither owned nor operated by You where You store goods or materials, all within the Commonwealth of Australia, provided that Our liability will not exceed 20% or the percentage shown in the Policy Schedule of the sum insured applicable to this cover section.

2. Prevention of access

- (a) Property, or intervention of any lawful authority resulting from threat of Damage to property within a 50-kilometre radius of the Business Premises, which prevents access to or hinders the use of the Business Premises;
- (b) Property forming part of or contained in a complex of which the location forms part whether the Business Premises or Your property forming part of or contained in the complex shall be damaged or not.

3. Public utilities

Any land-based telecommunications system or any electricity, gas or water supply systems within the Commonwealth of Australia, provided that where public supply is not at or immediately adjacent to Your premises the interruption of supply extends for greater than 48 hours.

4. Computer facilities

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

5. Roads, bridges and railway lines

Roads, bridges and/or railway lines within the Commonwealth of Australia over which raw materials and other Stock are conveyed to or from the Business Premises.

6. Storage sites/temporary removal

Your property stored or being processed at any premises in the Commonwealth of Australia not occupied by You.

Our total liability under this additional benefit will not exceed 20% of the sum insured.

7. Transit

Your property while in transit by road, rail, sea or air within the Commonwealth of Australia and outside of the Business Premises occupied by You, up to an amount not exceeding 20% of the sum insured in respect of any one occurrence.

8. Explosion of pressure vessels

Damage to pressure vessels including boilers, compressors or economisers by self-explosion or collapse.

9. Documents

Damage to documents and electronic data files belonging to or held in trust by You, while in transit or while at the premises not occupied by You but limited to 20% of the sum insured or the amount shown in the Policy Schedule, whichever is the greater.

10. Motor Vehicles owned or operated by You

Damage during the Period of Cover to any registered Vehicles or trailers owned or operated by You, while such Vehicles are at the Business Premises or at other premises in Australia but not on a public thoroughfare.

11. Infectious disease, etc.

We will also pay You for interruption or interference with Your Business due to closure or evacuation of the whole or part of the Business Premises during the Period of Cover by order of a competent government, public or statutory authority as a result of:

- (a) bomb threat, vermin or pests or defects in the drains or other sanitary arrangements, occurring at the Business Premises;
- (b) an outbreak of an infectious or contagious human disease occurring within a 20-kilometre radius of the Business Premises, however there is no cover for highly pathogenic Avian Influenza or any other diseases declared to be quarantinable diseases under the Quarantine Act 1908 and subsequent amendments irrespective of whether discovered at the location of Your premises, or out-breaking elsewhere;
- (c) injury, illness or disease caused by the consumption of food or drink supplied at or from Your Business Premises during the Period of Cover;
- (d) murder or suicide occurring at the Business Premises; or
- (e) shark or crocodile attack occurring within a 20-kilometre radius of the Business Premises during the Period of Cover.

12. Salvage sale

If, following Damage giving rise to a claim under this Policy, the insured shall hold a salvage sale during the Indemnity Period:

- (a) Clause (a) of Item 1 'Gross Profit' of this cover section shall, for the purpose of such claim, read as follows:
 - (i) In respect of reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall, in consequence of the Damage, fall short of the Standard Turnover, from which shall be deducted the Gross Profit actually earned during the period of the salvage sale.
- (b) The definition of Shortage in Turnover shall, for the purpose of such claim, mean: the amount by which the Turnover during a period (less the Turnover for the period of the salvage sale) shall, in consequence of the Damage, fall short of the part of the Standard Turnover which relates to that period, from which shall be deducted the pay-roll paid out of the proceeds of the salvage sale.

13. Turnover output

In the event of Damage giving rise to a claim under this cover section, at Your option, the term "Output" may be substituted for the term "Gross Income" wherever appearing in this cover section. Provided that only one such term will operate in connection with any one occurrence involving Damage.

14. Government incentives

Gross Profit is extended to include the loss of any Government approved incentives, subsidies or market development allowances You are entitled to in relation to Your Business.

15. Contractual fines and penalties

Following a claim under Part C – Insurable Gross Profit, Item 1 Gross Profit, We will also pay:

- (a) for fines or damages, other than aggravated, punitive or exemplary damages, for breach of contract resulting from non completion or late completion of orders; or
- (b) in discharge of contract purchases, cancellation charges, fines or damages for breach of contracts for the purchase of goods or services which cannot be utilised by You during the Indemnity Period, less any value to You for such goods or the amount received from sale.

The amount payable shall not exceed 20% of the total sum insured for Gross Profit.

Optional Benefit

The following Optional benefit does not apply automatically. It will apply when You have requested it's inclusion in this cover section, and the current Policy Schedule has been endorsed by Us noting the inclusion.

1. Goodwill

Following Damage to any building at Your Business Premises We will pay, up to the sub-limit of liability shown in the current Policy Schedule for 'Goodwill', for the actual cost of goodwill incurred by You when purchasing a business in order to maintain Your Business activities.

Provided that:

- (a) We will only pay these goodwill costs when the building that is damaged cannot or will not be repaired or rebuilt due to any refusal by any owner or lessor other than You to repair or rebuild; and any restrictions imposed by any legal authority; and
- (b) the purchase of the business is incurred because You were unable to continue Your Business at the Business Premises as a result of the Damage to the buildings not being repaired; and
- (c) the cause of the Damage to the buildings would have been covered by the Business Property cover section of Your Policy had that building been insured under that section; and
- (d) the business that is purchased is similar to Your Business.

Special conditions applicable to this cover section

Adjustment of premium

We will reduce Your premium for Part A – Revenue, or Part C – Insurable Gross Profit cover at the end of each Period of Cover if the Revenue or Gross Profit (as the case may be) 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 Revenue or Gross Profit sum insured and for the Revenue or Gross Profit earned.

Any payment made by Us for a claim under Part A – Revenue or Part C – Insurable Gross Profit is to be included in the Revenue or Gross Profit earned for the purpose of this adjustment.

Books of account

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

Theft cover section

What You are covered for

We cover You for loss of or damage to the property shown under the Theft item on the current Policy 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.
3. any person who threatens or commits physical violence to You, Your employees or other persons.
4. armed hold-up at the Situation.
5. any person who breaks into any locked cabinet and/or counter and/or showcase which is located on the Business Premises.

The loss or damage must occur during the Period of Cover.

How We will pay Your claim

We will not pay more than the sum insured shown on the current Policy Schedule for the Theft cover section, except to the extent stated under the heading 'Additional Benefits in addition to Your sum insured'.

Where there is a stated dollar limit in this cover section, that limit may be increased if Your Steadfast broker requests a higher limit and We agree to this. Addition premium applies.

If the limit in this cover section is increased, the additional amount We will pay in respect of that limit will be shown in Your Policy Schedule. This amount is in addition to the relevant limit stated in this cover section.

(For example, for Additional Benefit – Rewriting of Records, the most We will pay for this additional benefit is \$25,000. However if Your Policy Schedule shows an additional sum insured of \$50,000, the most We will pay under the additional benefit is \$75,000 [\$25,000 + \$50,000])

Method of settlement – reinstatement or replacement value

We will pay Your cost to:

- (a) replace the property if the covered property is not found within a reasonable time after the loss; or
- (b) replace the property if the covered property cannot be economically repaired; or
- (c) repair the property if the covered property can be economically repaired.

Method of settlement - Indemnity

We will pay You the replacement cost of the insured property less an equitable amount for age, wear, tear, depreciation and will make an adjustment for the general condition and remaining useful life of the individual item or components that are damaged:

- (a) if You do not replace the covered property which is lost or destroyed; or
- (b) if the covered property can be repaired for less than the cost to replace but You choose not to replace the property.

Additional Benefits: Theft cover section

Additional Benefits included in Your sum insured

Where a sum insured is shown on the Policy Schedule for contents or total contents and where that sum insured has not been otherwise exhausted, cover is extended to include:

Theft (limited) without forcible and violent entry

- (a) loss or damage, limited to \$10,000 for any one occurrence, by theft or attempted theft of Business Property other than:
 - (i) electronic equipment;
 - (ii) Stock; or
 - (iii) customers' goods;
- (b) loss or damage, limited to \$20,000 (unless a higher amount applicable to this paragraph (b) is shown in the current Policy Schedule against the above heading) for any one occurrence, by theft or attempted theft of Your electronic equipment which is not Stock;
- (c) loss of the buildings at the Business Premises if caused by theft, limited to \$10,000 for any one occurrence;

occurring during the Period of Cover from the Business Premises without forcible and violent entry but excluding theft or attempted theft from any open-sided structure such as, but not limited to verandas or yards or other open spaces even if they are partially or fully enclosed.

This additional benefit does not cover loss as a result of unexplained disappearance, unexplained or inventory shortage, clerical or accounting errors or shortage in supply or delivery to or from the Business Premises.

Damage to Business Premises

The cost to repair Your Business Premises and property contained inside. The maximum amount We will pay for this additional benefit is the total of:

- (a) (i) the remaining sum insured for each item covered after payment of a claim; and
(ii) the sub-limit (if any) shown in the current Policy Schedule for this additional benefit; or
- (b) \$5,000;

whichever is the greater.

(For example, if there is \$2,000 remaining sum insured for all items covered after payment of a claim and no sub-limit shown in Your Policy Schedule, the maximum amount We will pay for damage to Business Premises is \$5,000)

Permanently fixed (non-portable) apparatus

Theft, whether following forcible and violent entry or otherwise, of permanently fixed (non-portable) apparatus or appliances, owned by You or for which You are legally responsible or have assumed a responsibility to insure, attached to the building other than by means of a flexible or tensile cord to a power point but limited to an amount not exceeding:

- (a) \$10,000; or
- (b) the balance of the sum insured on either contents or total contents;

whichever is the lesser.

Additional Benefits in addition to Your sum insured

Seasonal increase of cover

All theft cover sums insured are increased by 50% for:

1. (a) eight (8) weeks prior to and including Christmas Day;
(b) three (3) weeks after and including 26 December.
2. (a) six (6) weeks prior to and including Easter Tuesday;
(b) one (1) week after but not including Easter Tuesday.
3. (a) six (6) weeks prior to and including any celebrated event of a festive, religious or ethnic nature (other than Christmas or Easter; and
(b) one (1) week after the same festive, religious or ethnic event or celebration.
4. Any other period shown on the current Policy Schedule, in lieu of the covers in 1, 2 and 3 above.

Provided You can demonstrate that the Stock levels during such period has risen by more than 20% above standard levels and that the increase has happened solely for the purpose of meeting additional customer demand associated with such period.

If Your sum insured for Stock is included in another item on the current Policy Schedule We will only apply the increase to the portion of the sum insured which relates to Stock.

Temporary protection and security guards

The cost of necessary temporary protection and repairs and the employment of guards/watchmen to protect insured property following an occurrence covered by this cover section. The maximum amount We will pay for each occurrence is \$10,000. If an occurrence results in a claim being paid under this cover section and another cover section of the Policy, the highest single limit under the relevant cover section applies. The benefit of Temporary Protection and Security Guards shall not be cumulative under this Policy.

Locks, keys and combinations

Following an occurrence covered by this cover section We will pay the cost of:

- (a) replacing locks, keys or combinations used in Your Business and the cost of opening safes and strongrooms. This additional benefit shall also apply if

there are reasonable grounds to suspect that keys or combinations have been stolen or copied without Your authority;

- (b) replacing and developing security film exposed because of theft or attempted theft.

A sub-limit of \$10,000 any one occurrence applies to this additional benefit.

If You are also insured under the Money cover section, the benefit payable for Locks, keys and combinations shall not be cumulative and shall be limited to \$10,000 in the aggregate.

Rewriting of Records

The cost of additional clerical and professional costs, limited to \$25,000 any one occurrence, incurred by You to rewrite Your necessary business records if they are lost, stolen or damaged, whilst located at Your Business Premises or offsite anywhere in the Commonwealth of Australia, by an occurrence which You are covered for in the Theft cover section.

Property of directors, and employees

Cover is extended to include personal property of directors and employees of Your Business if the person to whom the personal effects belong is not named as an insured.

Cover is limited to \$5,000 any one person and \$10,000 overall in respect of any one loss. This additional benefit provides cover to You. It does not provide any insurance cover to any director or employee.

Temporary removal

Provided that details of the additional risk are advised to Us within ninety days of Your using other premises for the first time and that You pay or agree to pay any reasonable additional premium required by us, We will cover You, for up to 20% of the sum insured by this cover section, on Business Property temporarily removed from the Business Premises to any other premises within the Commonwealth of Australia.

But We do not cover Business Property temporarily removed:

- (a) unless it is owned by You or property for which You are responsible;
- (b) which is tobacco, tobacco products, cigars, cigarettes or alcoholic beverages;
- (c) for more than 90 consecutive days, unless a longer period has been agreed in writing.

We also cover Your insured Business Property while temporarily removed to any other premises within the Commonwealth of Australia.

Provided that:

- (a) We will not cover tobacco, tobacco products, cigars, cigarettes or alcoholic beverages
- (b) We will not cover Stock in trade that is on consignment to other parties unless it is owned by You or is property for which You are responsible
- (c) The maximum amount We will pay for this additional benefit will be 20% of the sum insured.

- (d) This additional benefit will not apply to any property insured, which has been removed for a period greater than 90 days without Our prior written consent.

Funeral Expenses

If any person is injured while protecting or attempting to protect the property from theft and death results from that injury within twelve months, We will pay for any burial or cremation costs up to \$10,000 for each person.

If You are also insured under the Money cover section, the benefits payable for burial or cremation costs shall not be cumulative and shall be limited to \$10,000 per person in the aggregate.

Employee dishonesty

We will pay You for loss of Business Property by theft or dishonesty by any of Your employees occurring during the Period of Cover, which is discovered within forty five days of its occurrence. Exclusion 3, of 'What You are not covered for under this cover section', so far as it relates to loss or damage due to theft or attempted theft committed by an employee, does not apply to this additional benefit. Our liability under this additional benefit is limited to \$5,000 for any one occurrence. If You are also insured under the Money cover section, the benefits payable for employee dishonesty shall not be cumulative and shall be limited to \$5,000 in the aggregate per occurrence.

We will not pay any claims if You are insured under the Employee Dishonesty cover section.

Tenanted premises

We will pay the cost of repairing damage to Business Premises in which You are a tenant and for which You are legally liable to pay in accordance with the terms of Your lease, provided such damage occurs as a result of theft or attempted theft of Business Property occurring during the Period of Cover. The limit of Our liability under this additional benefit is \$10,000 for any one occurrence.

Additional premises – Provisional cover

Cover is extended to include all property within the Commonwealth of Australia that becomes Yours after the commencement of the Period of Cover, for 30 days from first being used by You (unless the Period of Cover ends sooner or the property ceases to be Yours, whichever shall first occur), but the cover is limited to:

- (a) the business described in the Policy Schedule; and
- (b) property insured described in the Policy Schedule.

Our maximum liability under this additional benefit is limited to twenty percent (20%) of the highest sum insured shown in the Policy Schedule in relation to each item of property insured.

Full details of such additional property are to be supplied to Us within 30 days of Your commencement of the use of the property. We may require an additional premium before We will insure such property.

What You are not covered for under this cover section

1. We will not pay under the Theft cover section for loss of or damage to:
 - (a) Money and negotiable instruments in Excess of \$250;
 - (b) jewellery, furs, bullion, property made of gold or silver or precious stones exceeding \$10,000 any one loss and \$2,000 any one item unless they are Stock;
 - (c) motor Vehicles unless they are Stock;
 - (d) glass unless it is Stock;
 - (e) property not contained in a locked building, unless insured under Additional Benefits 'Theft (limited) without forcible and violent entry' and 'Permanently fixed (non-portable) apparatus'.
2. We will not pay under the Theft cover section 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.
3. We will not pay under the Theft cover section 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, other than by an employee following forcible and violent entry.
4. Loss from a safe, strongroom or security enclosure opened by a key or by the use of details of a combination, either of which has been left on Your Business Premises while closed for business, is not covered for more than the sum insured on Business Property anywhere on the premises outside Business Hours.
5. We will not pay under the Theft cover section for unexplained disappearances or unexplained shortages, whether resulting from clerical or accounting errors or shortages in supply or delivery of materials to or by You.

Optional Benefit applicable to the Theft cover section

The current Policy Schedule will show if the following optional benefit, which is in addition to the 'Theft (limited) without forcible and violent entry' Additional Benefit, is covered.

Theft without forcible and violent entry

Theft of Business Property in the open air but within the boundaries of the Situation or contained in an unlocked building, up to the amount shown in the current Policy Schedule for 'theft without forcible and violent entry'.

Money cover section

Words with special meaning

Some words have special meaning wherever they appear in this cover section. These words and the meanings are listed below:

Word or Term	Meaning
Financial Service Provider	a bank, building society or credit union or an agency for any of these.
Safe	a burglar-resistant container which has been designed to resist fire and attack by hand-held or power-operated tools and has been specifically designed for the storage of Money and valuables. Safe includes Automatic Teller Machines.
Strongroom	a burglar-resistant structure constructed of masonry and steel which has been designed to resist fire and attack by hand-held or power-operated tools and has been specifically designed for the storage of Money and valuables.

What You are covered for

We cover You for loss of or damage to Money which occurs during the Period of Cover as a result of the defined events shown on the current Policy Schedule.

Defined events

Money in transit

Money in Your personal custody or in the custody of persons authorised by You whilst in transit within the Commonwealth of Australia but not Money in a private residence or any Vehicle left unattended.

Money in transit includes Money whilst contained in the night Safe, night depository chute, or automatic teller machine of any financial services provider. Our liability ceases at the time Your financial services provider ceases trading on the next business day following deposit therein.

Money on Business Premises

Money contained in Your Business Premises:

- (a) during Business Hours;
- (b) outside Business Hours;
- (c) at any time while contained in a locked Safe or Strongroom.

Money in private residence

Money contained in:

- (a) Your home; or
- (b) in the home of a person authorised by You; when it has been taken home for safe keeping from Your Business Premises or the place of collection until the time Your Financial Service Provider ceases trading on its next full trading day.

How We will pay Your claim

- (a) We will pay You up to the sum insured shown on the current Policy Schedule for each of the defined events apart from the defined events of Money on Business Premises (b) and Money in Private Residence (a) and (b) which are covered in (b) below.
- (b) If Money in transit or Money on Business Premises is shown on the current Policy Schedule We will pay You:
 - (i) \$2,000 for each of the defined events of Money on Business Premises (b) and Money in Private Residence (a) and (b); plus
 - (ii) up to the sum insured shown on the current Policy Schedule for the respective Money on Business Premises (b) and Money in Private Residence (a) and (b).
- (c) Where there is a limit stated as a dollar amount in this cover section, that limit may be increased if You Steadfast broker requests a higher limit and We agreed to it. Additional premium applies.

If a limit in this cover section is increased, the additional amount We will pay in respect of that limit will be shown on Your Policy Schedule. This amount is in addition to the relevant limit stated in this cover section.

(For example, for Additional Benefit – Locks Key and combinations, the most We will pay for this additional benefit is \$10,000. However if Your Policy Schedule shows an additional sum insured of \$5,000, the most We will pay under this additional benefit is \$15,000 [\$10,000 + \$5,000])

In the case of securities (which shall mean certificates of Stock, bonds, coupons and all other types of securities), the basis of valuation shall be:

- (a) if the securities can with Our approval be replaced, the cost of replacement paid or payable by You; or
- (b) if the securities cannot or are not to be replaced by You, the greater of:
 - (i) the price for which You purchased them; or
 - (ii) the closing market value on the last business day prior to the date of discovery by You of the loss or destruction of the securities, or if the time of discovery by You is after the close of the market, their closing market value on the day of discovery by You of the loss or destruction of the securities;
- (c) in the case of a loss of subscription, conversion or redemption privileges through the loss of any security, the value of such privileges immediately preceding the expiration thereof, such valuation being in the currency in which the loss was sustained. Losses sustained in currencies other than Australian dollars shall be settled by converting the amount of loss to Australian dollars at the market rate at the time of settlement of the loss or such other rates as may have been expressly agreed with us. If there is no market price or value on the relevant day stated herein, then the value shall be agreed between You and us, or in default thereof, We and You shall submit to arbitration and be bound by the decision of the umpire.

In the case of travellers' cheques, discount house vouchers or lottery tickets, the basis of valuation shall be the original purchase price incurred by You.

Additional Benefits to the Money cover section

The following additional benefits shall apply only following loss of or damage to Money or any attempt thereat, insured by this cover section.

Additional Benefits included in Your sum insured

Counterfeit currency

We will pay for losses sustained by You due to the acceptance in good faith in exchange for merchandise, Money or services, of counterfeit Australian currency notes up to an amount not exceeding \$500 in any one Period of Cover.

Additional Benefits in addition to Your sum insured

Locks, keys and combinations

Following an occurrence covered by this cover section We will pay the cost of:

- (a) replacing locks, keys or combinations used in Your Business and the cost of opening Safes and Strongrooms. This additional benefit shall also apply if there are reasonable grounds to suspect that keys or combinations have been stolen or copied without Your authority;
- (b) replacing and developing security film exposed because of theft or attempted theft.

A sub-limit of \$10,000 any one occurrence applies to this additional benefit.

If You are also insured under the Theft cover section, the benefit payable for Locks, keys and combinations shall not be cumulative and shall be limited to \$10,000 in the aggregate.

Loss of or damage to Safes, Strongrooms and cash carrying bags

If Money is stolen or there is an attempt at stealing Your Money from Your Safe or Strongroom, We will pay You:

- (a) the cost of opening the Safe or Strongroom and to repair or replace any loss or damage to the Safe or Strongroom that was caused by the theft or attempt;
- (b) if Money is stolen or if there is an attempt at stealing Your Money, We will pay for loss of or damage to Your cash carrying bag that was caused by the theft or attempt.

A sub-limit of \$10,000 any one occurrence applies to this additional benefit.

Temporary protection and security guards

We will pay You the costs necessarily and reasonably incurred by You in effecting temporary protection and the employment of guards/watchmen to safeguard the insured property as a result of theft or attempted theft of Money occurring during the Period of Cover and

that is insured under this cover section. The maximum amount We will pay for each occurrence is \$10,000. If an occurrence results in a claim being paid under this cover section and another cover section of the Policy, the highest single limit under the relevant cover section applies. The benefit of Temporary Protection and Security Guards shall not be cumulative under this Policy.

Seasonal increase of cover

All Money Cover sums insured are increased by 50% for:

1. (a) eight (8) weeks prior to and including Christmas Day;
(b) three (3) weeks after and including 26 December.
2. (a) six (6) weeks prior to and including Easter Tuesday;
(b) one (1) week after but not including Easter Tuesday.
3. (a) six (6) weeks prior to and including any celebrated event of a festive, religious or ethnic nature (other than Christmas or Easter); and
(b) one (1) week after the same festive, religious or ethnic event or celebration.
4. Any other period shown on the current Policy Schedule, in lieu of the covers in 1 – 3 above.

Bank and public holidays extension

The sums insured for Money cover are automatically increased by 100% or \$75,000 whichever is the lesser on days that are gazetted bank or public holidays. This increase shall apply up until bank closing time on the next business day after such holiday. This additional benefit does not apply to damage to Safes and Strongrooms and seasonal increases.

Funeral Expenses

If any person is injured while protecting or attempting to protect Money from theft or attempted theft and death results from that injury within twelve months, We will pay for any burial or cremation costs up to \$10,000 for each person.

If You are also insured under the Theft cover section, the benefits payable for burial or cremation costs shall not be cumulative and shall be limited to \$10,000 per person in the aggregate.

Employee dishonesty

We will pay You for loss of Money by theft or dishonesty by any of Your employees occurring during the Period of Cover, which is discovered within forty-five days of its occurrence. Exclusion 1(c), of 'What You are not covered for under this cover section', so far as it relates to loss or damage due to theft or attempted theft committed by an employee, does not apply to this additional benefit. Our liability under this additional benefit is limited to \$5,000 for any one occurrence. If You are also insured under the Theft cover section, the benefits payable for employee dishonesty shall not be cumulative and shall be limited to \$5,000 in the aggregate per occurrence.

We will not pay any claims if You are insured under the Employee Dishonesty cover section.

Property of directors, and employees

If clothing or personal effects are lost or damaged during a theft of Money in addition to the sum insured We will pay the cost incurred by You of repairing or replacing these items.

Cover is limited to \$5,000 any one person and \$10,000 overall in respect of any one loss. This additional benefit provides cover to You. It does not provide any insurance cover to any director or employee. There is no cover for You or any person named as the insured on Your Policy Schedule.

Traveller's Money

Cover under this part is extended to include loss of Money belonging to You, occurring while such Money is in Your personal custody, or in the custody of Your employee, up to the lesser of \$10,000 or the amount specified on the Policy Schedule for Defined event 'Money in transit', while travelling outside of the Commonwealth of Australia in connection with Your Business.

Additional premises – Provisional cover

Cover is extended to include Money at, or in transit to or from any new Business Premises occupied by You after the commencement of the Period of Cover, within the Commonwealth of Australia, for 30 days from first being used by You (unless the Period of Cover or Your occupancy of such premises ends sooner, whichever shall first occur), but the cover is limited to:

- (a) the business described in the Policy Schedule; and
- (b) the Money insured described in the Policy Schedule.

Our maximum liability under this additional benefit is limited to 20% of the sum insured shown in the Policy Schedule in relation to each item of Money covered under this cover section.

Full details of such additional property are to be supplied to Us within 30 days of Your commencement to use the property. If We agree to cover Money at the additional location, We may require payment of an additional premium.

What You are not covered for under this section

1. We will not pay for loss or damage caused by:
 - (a) clerical or accounting errors;
 - (b) errors in receiving or paying out Money;
 - (c) dishonest acts of Your directors, partners, employees or any member of Your Family other than theft by an employee following visible forcible and violent entry.
2. We will not pay for loss of or damage to:
 - (a) Money which was not discovered missing within ten working days of the loss or damage occurring;
 - (b) Money whilst contained in an unlocked and unattended Vehicle;
 - (c) Money from a Safe or Strongroom opened by a key or by use of a combination which has been left on the Business Premises outside Business Hours;
 - (d) Money, except as provided under additional benefit – 'Traveller's Money', whilst it is outside the Commonwealth of Australia.

Machinery and Electronic cover section

Important Information

This Machinery and electronic cover section is divided into two parts, each with optional extensions for Your convenience. This insurance and the Policy Schedule are to be read together.

Words with special meaning

Some words have special meaning wherever they appear in this cover section. These words and their meanings are listed below:

Word or Term	Meaning
Dollar Excess	the amount specified in the Policy Schedule that You shall first contribute towards each claim, arising out of the one occurrence.
Excess	for the purposes of this Part, the Excess may be a Dollar Excess or a Time Excess. We will subtract the applicable Excess from the claim otherwise payable and We will then pay to You the amount of loss or damage up to the applicable Sum Insured or Limit Any One Loss.
Indemnity Period	the period beginning with the occurrence of the Insured Damage and ending no later than 3 months or the number of months specified in the Policy Schedule during which the results of Your Business shall be affected in consequence of the Insured Damage.
Insured Damage	sudden and unforeseen physical loss or destruction of or damage to an Insured Item due to any cause not excluded under those Parts (and such extensions to those Parts) which You have selected to be insured under this cover section of Your Policy and which occurs at the Situation during the Period of Cover and which requires immediate repair or replacement to allow continuation of use.
Insured Item	any item specified in the current Policy Schedule.
Limit Any One Loss	the maximum amount We will pay for any one claim as specified in the Policy Schedule and applies where blanket cover has been selected
Situation	the Situation specified in the Policy Schedule.
Sum Insured	the relevant sum stated opposite each Insured Item as specified in the Policy Schedule and applies where 'specified items' cover has been selected.
Time Excess	the number of operating days specified in the Policy Schedule during which You must bear the loss.

Machinery cover – Part 1

Words with special meaning for the purpose of Part 1

Some words have special meaning wherever they appear in this cover section. These words and their meanings are listed below.

Word or Term	Meaning
Plant and Machinery	electrical and mechanical items including electronic and other integral parts of the Insured Items including Boilers, Pressure Vessels and Pressure Pipe Systems as defined below.
Boilers, Pressure Vessels and Pressure Pipe Systems	the permanent structure of those Insured Items which are subject to internal steam, gas or fluid pressure (other than atmospheric pressure) including all direct attachments connected to the permanent structure and includes with respect to Boilers the rotating, reciprocating or electrical apparatus attached to them.

What You are covered for

If any Insured Item of Plant and Machinery or any part of an Insured Item of Plant and Machinery specified in the Policy Schedule suffers Insured Damage We will indemnify You in respect of such loss or damage as provided in the basis of settlement clause. This insurance applies whilst the Insured Item is within the Situation and working or at rest or being dismantled, moved, reassembled or reinstalled for the purpose of cleaning, adjustment, inspection, repair, overhaul or relocation but only after completion of successful initial commissioning at the Situation.

Basis of settlement

- In the event of Insured Damage under this part We will at Our option pay You, up to the Sum Insured or Limit Any One Loss (whichever is selected) less the applicable Excess, the reasonable cost of repair or replacement necessary to return the Insured Item to its former state of operation including:
 - cost of dismantling, re-erection, cleaning up and removal of debris;
 - replacement of refrigerant, lubricating or insulating oil lost from an Insured Item as a direct result of Insured Damage;
 - charges for overtime and work on public holidays where necessarily and reasonably incurred;
 - freight within the Commonwealth of Australia by any recognised scheduled service;
 - overseas air freight by any recognised scheduled service and/or overseas labour; and
 - the cost of temporary repairs and/or hire of a temporary replacement item during the time taken to repair damage to any Insured Item.

Provided the total of all these extra costs in clauses 1(c), 1(d), 1(e) and 1(f) are limited to 50% of the normal cost of repair payable under this part.

2. All Insured Damage which can be repaired must be repaired, however should the item be uneconomical to repair due solely to the nature of the Insured Damage, settlement will be as follows:
 - (a) The cost of replacement of the Insured Item by an item of similar function, type, capacity and quality in a condition equal to, but not better than, the condition of the Insured Item when new;
 - (b) The Sum Insured for the Insured Item.We will pay the lesser of 2(a) and 2(b).
3. We shall not be required to replace the Insured Item exactly, but only as circumstances permit.
4. The value of any salvage will be subtracted from any amount payable under this part.
5. The amount of each claim otherwise payable shall be reduced by the amount of the Excess shown in the Policy Schedule.
6. Where components or manufacturer's specifications are no longer available due to obsolescence, the basis of settlement will be the cost which would have been incurred if the components or specifications had still been available.
7. Notwithstanding any other clause in this part Our liability shall not exceed the Sum Insured in respect of the Insured Item which has suffered Insured Damage.

What You are not covered for under Part 1 and all extensions to Part 1

We will not pay for:

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

Unless necessary as part of the rectification of Insured Damage not otherwise excluded under this Part.

2. The cost of:
 - (a) maintenance work including but not limited to the tightening of loose parts, recalibration or adjustments;
 - (b) alteration, additions, improvements or overhauls whether carried out in the course of indemnifiable repairs or as a separate operation;
 - (c) modification or alteration of insured plant to enable it to operate with a more ozone-friendly refrigerant gas as required by the UNEP (United Nations Environmental Protection) Montreal Protocol with respect to substances which deplete the ozone layer, unless conversion is necessitated by Insured Damage;
 - (d) replacement or repair, caused by gradual deterioration (including rust, corrosion, erosion, oxidation or scale formation);
 - (e) replacement of lighting equipment, reticulated electrical wiring, reticulated liquid and gas piping and ducting;
 - (f) repair of scratches chipping or discolouration to painted or polished surfaces, unless resulting from Insured Damage;
 - (g) repair of slowly developing deformation, distortion or fatigue of any part;
 - (h) repair of blisters, laminations, flaws or grooving even when accompanied by leakage;
 - (i) repairs to valves, fittings, glands, joints, gaskets, pipes, lines and connections which are defective or leaking;
 - (j) repairs to shaft keys requiring tightening, fitting or renewal;
 - (k) damage caused by the movement of foundations, masonry or brick work; or
 - (l) removal or installation of underground pumps and well casings. Unless specifically noted on the Policy Schedule, this exclusion does not apply to submersible pumps.
3. Consequential loss of any kind or description whatsoever.
4. Insured Damage to any item being moved, if caused by dual lifting.
5. Anything to the extent You are entitled to recover the costs of labour or parts under a maintenance agreement, warranty, guarantee or indemnity in Your favour by the manufacturer of the relevant item or any other person.

Machinery insurance Part 1 extensions

Deterioration of Stock in cold storage

(Applies where indicated on the Policy Schedule as being operative.)

What You are covered for

We will indemnify You up to the Sum Insured for loss of or damage to the Stock (as specified) being cooled whilst contained in the cold storage spaces and caused by deterioration or putrefaction as a result of:

- (a) Insured Damage to the refrigeration machinery;
- (b) operation of or failure to operate controls or protective devices within the refrigeration machinery; but this does not include loss caused by the manual operation or manual setting of controls or protective devices;
- (c) contamination of the stored Stock by the accidental escape of refrigerant into the cold chamber;
- (d) sudden leakage of refrigerant from the refrigeration machinery or pipe systems forming part of the refrigeration machinery occurring during the Period of Cover at the Situation; or
- (e) sudden and unforeseen failure of the public power supply.

Loss minimisation:

If deterioration occurs or is likely to occur to such Stock by any of the causes 1(a), (b), (c), (d) or (e), We will pay any reasonable expenses incurred by You to prevent or minimise the loss of Stock.

Basis of settlement

- (a) We will pay the cost of replacement of the lost or damaged Stock calculated immediately prior to the loss or damage occurring or the contracted price from Your usual customer, whichever is the higher. We will not pay more than the Sum Insured stated in the Policy Schedule for the Stock;
- (b) the amount of each claim otherwise payable shall be reduced by the amount of the Excess shown in the Policy Schedule.

What You are not covered for under this extension.

(In addition, the exclusions contained in Part 1 apply to this extension).

We will not pay for:

- (a) any loss or damage due to shrinkage, inherent defects or diseases;
- (b) loss or damage caused by improper storage, collapse of the packing material or storage structure;
- (c) penalties or delay or detention or consequential loss or damage or liability of any nature whatsoever; and

(d) loss or damage following loss of public power supply due to:

- (i) the deliberate act of any public power supply authority unless performed for the sole purpose of safeguarding life or protecting a part of the supply system;
- (ii) the decision by any public power supply authority to restrict or withhold supply excepting a scheme of rationing necessitated by damage to any part of the supply system;
- (iii) shortage of power generation fuel or water.

Seasonal increase of cover

An increase of fifty percent (50%) in the limit of indemnity under this extension shall apply during the following periods:

1. (a) eight weeks prior to and including Christmas Day;
(b) three weeks after and including 26 December.
2. (a) six weeks prior to and including Easter Tuesday;
(b) one week after but not including Easter Tuesday.
3. (a) six weeks prior to and including any celebrated event of a festive, religious or ethnic nature (other than Christmas or Easter); and
(b) one week after the same festive, religious or ethnic event or celebration.
4. Any other period shown on the current Policy Schedule, in lieu of the covers in 1, 2 and 3 above.

Provided You can demonstrate that the Stock levels during such period has risen by more than 20% above standard levels and that the increase has happened solely for the purpose of meeting additional customer demand associated with such period.

Electronic cover – Part 2

Words with special meaning for the purpose of Part 2

Some words have special meaning wherever they appear in the Electronic cover – Part 2 section. These words and their meanings are listed below:

Word or Term	Meaning
Electronic Data	means the information stored on the Electronic Data Media.
Electronic Data Media	means the discs or tapes used in the computer to store the information.
Electronic Plant	<ol style="list-style-type: none"> 1. all computers, word processors including all ancillary equipment attached thereto and associated air conditioning equipment, Software. 2. other electronic equipment and associated air conditioning equipment as specified in the Policy Schedule as Insured Items.
Software	the collection of programs which cause a computer to perform a desired operation or series of operations.

What You are covered for

If any Insured Item of Electronic Plant or any part of an Insured Item of Electronic Plant specified in the Policy Schedule suffers Insured Damage, We will indemnify You, as provided in the basis of settlement clause, in respect of the Insured Damage indicated by the terms of cover You have selected as stated on the Policy Schedule. Cover under Part 2 applies while the Insured Item is:

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

Basis of settlement

1. In the event of Insured Damage to an Insured Item of Electronic Plant We will pay the cost of replacement or repairs necessary to return the Insured Item to its former state of operation including:
 - (a) cost of dismantling, re-erection, cleaning up and removal of debris;
 - (b) charges for overtime and work on public holidays where necessarily and reasonably incurred;
 - (c) freight within the Commonwealth of Australia by any recognised scheduled service;
 - (d) overseas air freight by any recognised scheduled service or overseas labour;
 - (e) the cost of temporary repairs and/or hire of a temporary replacement item during the time taken to repair damage to any Insured Item;

provided that the costs in clauses 1(b), 1(c) 1(d) and 1(e) are limited to 50% of the normal cost of repair payable under this Part and shall be payable in addition to the Sum Insured or Limit Any One Loss (whichever is selected);

- (f) any customs duties and dues.
2. No deduction will be made for depreciation of parts replaced except for valves, tubes (including picture and x-ray tubes) and light sources. We will deduct a proportion of the replacement cost of these items being the proportion which the period of use up to the time of failure bears to the normal service life expected by the manufacturer or supplier.
3. All Insured Damage which can be repaired, must be repaired, however, should the item be uneconomical to repair due solely to the nature of the Insured Damage, settlement will be the lesser of the Sum Insured for the Insured Item as stated in the Policy Schedule or the cost of replacement of the insured item by an item of similar function, type, capacity and quality and in a condition equal to but not better than the condition of the insured item when new.
4. The value of any salvage will be subtracted from the amount payable under this clause.
5. If more than one Insured Item is lost or damaged in one occurrence, We will apply only the highest of the Excesses applicable to such Insured Items.
6. the amount of each claim otherwise payable shall be reduced by the amount of the Excess shown in the Policy Schedule.

What You are not covered for under Part 2 and all extensions to Part 2

We will not pay for:

1. Insured Damage to Electronic Data and Electronic Data Media, but subject to any extension selected by You.
2. Insured Damage caused by atmospheric conditions, moisture or change in temperature unless directly resulting from damage to or malfunction of air conditioning equipment.
3. The cost of:
 - (a) replacement of expendable items such as batteries, valves, x-ray and picture tubes, belts, chains, tapes, cards, ribbons, filters, tubes, electric heating elements or electrical contacts; or
 - (b) replacement of component parts worn through normal use or operation;
 unless necessary as part of the rectification of Insured Damage not otherwise excluded under this Part.
4. The cost of:
 - (a) maintenance work;
 - (b) alterations, additions, improvements or overhauls whether carried out in the course of indemnifiable repairs or as a separate operation;

- (c) replacement or repair following gradual deterioration (including rust, corrosion, erosion, oxidation or scale formation;
 - (d) repairs of scratches to painted or polished surfaces unless resulting from Insured Damage.
5. Anything to the extent You are entitled to recover the costs of labour or parts under a maintenance agreement or warranty, guarantee or indemnity in Your favour by the manufacturer of the relevant Insured Item or any other person.
 6. Loss or damage caused by Computer Viruses or other disruptive programming techniques.
 7. Consequential loss of any kind or description whatsoever.

Special conditions applying to Part 2

This insurance only applies after completion of successful initial commissioning.

Electronic insurance Part 2 extensions

Electronic Data and Electronic Data Media

(Applies where indicated on the Policy Schedule as being operative.)

What You are covered for

We will indemnify You for Insured Damage to the Electronic Data and Electronic Data Media insured under this extension as specified in the Policy Schedule caused solely as the result of Insured Damage covered under Part 2 to an Insured Item which is specified in the Policy Schedule.

We will extend cover under this Part 2 to include restoration of lost information which results from loss or damage to an Electronic Data processing system which is not owned by You and which You are not responsible to insure but which is being used by You at the time the loss or damage to that system occurs in circumstances which would give rise to indemnity under Part 1 if it was insured under Part 1.

Basis of settlement

We will pay You for such Insured Damage up to the Sum Insured less the applicable Excess specified in the Policy Schedule including:

- (a) the actual cost of replacement of lost of damaged Software and Electronic Data Media by new unused materials;
- (b) any expenses which can be proved to have been incurred by You only for the purpose of restoring the Electronic Data by reproduction of data or information in a condition equivalent to that existing prior to Insured Damage and necessary to allow operation of the Insured Item to continue in the normal manner. Lost Electronic Data may be reproduced in an

updated form if the cost of doing so is no greater than that of reinstatement in the original form;

and provided:

- (c) We shall only be liable for costs and expenses incurred within a period of twelve months following the Insured Damage within the Period of Cover;
- (d) this extension only applies whilst the insured Electronic Data Media is:
 - (i) at the Situation;
 - (ii) at a media storage Situation; or
 - (iii) temporarily at an alternative Situation for processing purposes or in transit between any of these Situations;
- (e) the amount of each claim otherwise payable shall be reduced by the amount of the Excess shown in the Policy Schedule.

What You are not covered for under this extension

(In addition, the exclusions contained in Part 2 apply to this extension.)

We will not pay for:

- (a) loss or distortion of Electronic Data contained on the Electronic Data Media while mounted in or on any machine for use or processing unless such loss or distortion occurs:
 - (i) at the Situation due to Insured Damage to an Insured Item which is specified in the Policy Schedule; or
 - (ii) at another Situation temporarily for processing purposes due to Insured Damage to the Insured Item which would be indemnifiable if the Insured Item were insured under Part 2;
- (b) loss or distortion caused by Computer Virus;
- (c) wasting or wearing away or wearing out caused by or naturally resulting from ordinary use or working or gradual deterioration;
- (d) loss or damage caused by atmospheric conditions, moisture or changes in temperature unless directly resulting from damage to air-conditioning equipment which would be indemnifiable if the equipment were insured under Part 2;
- (e) consequential loss of any kind or description whatsoever;
- (f) work undertaken without Our approval other than for minor temporary or provisional repairs. There is no cover under this extension with respect to any Insured Item which has been operated without being satisfactorily repaired following Insured Damage.

Special condition – applying to Electronic Data and Electronic Data Media

It is a condition precedent to indemnity under this extension that You must have duplicate copies of updated file media stored off site at alternative premises.

Additional increase in cost of working

(Applies where indicated on the Policy Schedule as being operative.)

What You are covered for:

- (a) We will indemnify You as set out in Basis of Settlement below up to the Sum Insured for any additional costs of operating Your Business directly resulting from interruption or interference to Your Business as defined in the Policy Schedule but only if:
- (i) the interruption or interference is as a result of Insured Damage to an insured computer or word processor covered under Part 2; and
 - (ii) the interruption or interference is caused solely as a result of Insured Damage.

We will deduct from the amount payable by Us any sum saved during the period of the interruption in respect of charges and expenses of the business which may cease or be reduced as a result of the Insured Damage, including any such savings occurring by reason of the interruption of the normal operation of the electronic operation of the data processing system.

To the extent that the Sum Insured by this extension is not otherwise exhausted, We will also pay for reasonable professional fees of accountants or auditors and any necessary and reasonable expenses payable by You for preparation and proving of valid claims under Parts 1 and 2.

Basis of settlement

- (a) We will pay You for the additional expenditure incurred over and above the normal expenses which would have been incurred by You for the operation of Your insured computer or word processor by the use of substitute equipment to maintain normal business operation during the interruption up to the Sum Insured specified in the Policy Schedule, less the applicable Excess including:
- (i) the actual hire charges incurred for the rental of substitute equipment; and
 - (ii) the cost of additional personnel and transport expenses incurred with the use of the substitute equipment.
- (b) The Indemnity Period and the Time Excess shall commence upon the commencement of use of a substitute insured computer or word processor.
- (c) We shall be liable for additional expenditure incurred during the actual period of the interruption but not exceeding the period specified in the Policy Schedule as the Indemnity Period.
- (d) We will not be liable for loss, damage or costs incurred by You during the Time Excess.

- (e) The amount of each claim otherwise payable shall be reduced by the amount of the Excess shown in the Policy Schedule.

What You are not covered for under this extension

(In addition, the exclusions contained in Part 2 apply to this extension.)

We will not pay for:

- (a) The costs incurred during:
- (i) interruption due to the carrying out of alterations, additions or improvements to the insured computer or word processor;
 - (ii) interruption due to the carrying out of cleaning, adjustment, inspection or maintenance of the insured computer or word processor; or
 - (iii) the extension of any interruption due to any measure, restriction or regulation imposed by any government, public or local authority.
- (b) Additional costs incurred where the period of interruption otherwise applicable is increased beyond four (4) weeks due to delay in the repair or replacement of items manufactured outside Australia where such delay results from:
- (i) measures, restrictions or regulations imposed by any government, public or local authority;
 - (ii) the time required to procure replacement parts or complete items in overseas markets;
 - (iii) the time required to transport or ship component parts or complete items between the Situation and any overseas place of repair or replacement;
 - (iv) the time required to engage and transport overseas specialists or consultants to assist in or supervise local repairs.

Special condition – applying to Additional increase in cost of working

For the purpose of this extension only, Exclusion 5 of Part 2 does not apply.

Additional Benefits applying to Parts 1 and 2

Additional items

If You hire or purchase and commission at Your Business Premises any items similar to items already insured under this cover section, We will consider these items to be added to the insurance by this cover section, giving the same cover as for similar items already insured. Provided that:

1. cover for additional items shall not exceed the total Sum Insured for the items already insured under this Part.
2. You give Us written notice within 90 days of the hire or purchase and commissioning of the item(s) and pay the appropriate extra premium on a pro rata basis together with any applicable statutory charges.

3. the items are as far as You are aware, suitable for service, free from material defect and in sound working condition.
4. the items shall not be insured until successfully commissioned and all relevant statutory provisions for inspection and certification have been fulfilled.
5. the limits and Excess as shown on the Policy Schedule shall be the same as for similar items already insured.

Repair costs

The cost of consulting engineers' fees (excluding fees for preparing a claim) necessarily incurred with Our written consent, in the reinstatement of Plant and Machinery and Electronic Plant. Provided that where the Sum Insured is exhausted We will pay an additional amount of up to \$5,000 in respect of this Additional Benefit.

Inflation Protection

The Sum Insured on items of Plant and Machinery and Electronic Plant shall at the time of loss be increased according to the consumer price index by the proportion which the number of days since the commencement of the Period of Cover shall bear to the whole of such period.

Exclusions applying to Part 1 and Part 2 and all extensions

Loss or damage caused by or arising from:

- (a) fire, smoke or soot;
- (b) extinguishing a fire including subsequent demolition or repair work;
- (c) lightning;
- (d) chemical explosion (other than explosion of flue gas in Boilers);
- (e) impact of land-borne Vehicle, Aircraft or water-borne craft;
- (f) earthquake, subterranean fire or volcanic eruption;
- (g) landslip or subsidence;
- (h) storm, tempest, Flood, windstorm or cyclone;
- (i) water escaping, discharged or leaking from any source which is external to the Plant and Machinery insured;
- (j) theft or burglary;
- (k) intentional or malicious damage; or
- (l) the carrying out of tests involving abnormal stresses, including the intentional overloading of any Insured Item.

Conditions and exclusions applying to parts 1 and 2

Conditions

1. Newly installed items
At the end of each Period of Cover You shall furnish Us with details of any items newly installed or which have been deleted during the Period of Cover. Additional or return premiums shall be calculated corresponding to the type and value of the items and the Period of Cover from the time of completion of the successful commissioning of the items. Provided that Our liability for all additional items will not exceed fifty percent of the total Sum Insured or limit of liability as stated in the Policy Schedule.
2. Inspection
You shall permit Us or Our representative at all reasonable times the right to inspect and examine any items insured by this insurance.
3. Claims and repair procedure
(See also the 'Making a Claim and 'Other Conditions' section of this Policy).

In the event of any Insured Damage which might give rise to a claim under this insurance You must preserve the parts affected and make them available for inspection by Us or Our representative.
4. Upon notification of any loss or damage being given to us, You may carry out repairs or make good any minor damage, but in all other cases You must give Us or Our representative an opportunity to inspect the loss or damage before any repairs or alterations are effected. If no inspection is carried out by Us or on Our behalf within a period of time which is reasonable having regard to the location of the risk, weather conditions and/or other relevant factors, You may proceed with such repairs or replacement.
5. Nothing contained in this cover section or in any other condition of this insurance

Public and Products Liability cover section

Words with special meaning

Some words have special meaning wherever they appear in this cover section. These words and their meanings are listed below:

Word or Term	Meaning
Advertising Injury	Injury arising out of: (a) a libel, slander or defamation, or (b) any infringement of copyright or passing off of title or slogan; or (c) an unfair competition, piracy, idea misappropriation contrary to an implied contract; or (d) an invasion of privacy; committed or alleged to have been committed during the Period of Cover in any advertisement, publicity article, broadcast or telecast and caused by or arising out of Your advertising activities.
Compensation	monies paid or agreed to be paid by judgment, award or settlement for Personal Injury and/or Property Damage and/or Advertising Injury. Provided that such Compensation is only payable in respect of an Occurrence to which this insurance applies.
Employee(s)	any person who is employed by You and/or in respect of whom You are required to have cover for Workers Compensation or similar cover by any Workers Compensation or similar legislation.
Employment Practices	any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination in respect of Your Employees.
Excess	the first amount of each claim or series of claims, arising out of any one Occurrence, for which You are responsible. The Excess applicable to this insurance appears in the Policy Schedule. The Excess applies to all amounts for which We will be liable, including the indemnity provided by Defence Costs and Supplementary Payments.
General Liability	Your legal liability for Personal Injury, Property Damage or Advertising Injury caused by or arising out of an Occurrence happening in connection with Your Business other than Products Liability.

Word or Term	Meaning
Geographical Limit	a) anywhere within the Commonwealth of Australia and its external territories (b) elsewhere in the world but only with respect to: (i) overseas business visits by any of Your directors, partners, officers, executives or Employees, who are normally resident in the Commonwealth of Australia but not where they perform manual work or supervise manual work in North America; (ii) Products supplied from the Commonwealth of Australia, but the indemnity granted in relation to such Products shall not apply to claims in respect of Personal Injury and/or Property Damage happening in North America where such Products have been exported to North America with Your knowledge.
Incidental Contracts	(a) any written rental agreement or lease of real or personal property not requiring an obligation to insure such property or be strictly liable regardless of fault. (b) any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, steam, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work performed by You or on Your behalf for such authorities or entities. (c) any written contract with any railway authority for the loading, unloading and/or transport of Products, including contracts relating to the operation of railway sidings. (d) those contracts designated in the Policy Schedule.
Internet Operations	(a) transfer of computer data or programmes by use of electronic mail systems by You or Your Employees, including for the purpose of this definition only, part-time and temporary staff, contractors and others within Your organisation whether or not such data or programmes contain any malicious or damaging code, including but not limited to Computer Virus, worm, logic bomb, or trojan horse,

Word or Term	Meaning
Internet Operations (continued)	<p>b) access through Your network to the world wide web or a public internet site by You or Your Employees, including for the purposes of this definition only, part-time and temporary staff, contractors and others within Your organisation;</p> <p>(c) access to Your intranet (meaning internal company information and computing resources) which is made available through the world wide web for Your customers or others outside Your organisation; and</p> <p>(d) the operation and maintenance of Your web site.</p>
Medical Persons	includes but is not limited to medical practitioners, medical nurses, dentists and first aid attendants.
Named Insured	<p>(a) the person(s), corporations and/or other organisations specified in the Policy Schedule,</p> <p>(b) all existing Subsidiary and/or controlled corporations (including subsidiaries thereof) of the Named Insured incorporated in the Commonwealth of Australia and/or any other organisations under the control of the Named Insured;</p> <p>(c) all Subsidiary and/or controlled corporations (including subsidiaries thereof) of the Named Insured and/or any other organisations under the control of the Named Insured incorporated in the Commonwealth of Australia and which are constituted or acquired by the Insured after the commencement of the Period of Cover.</p> <p>(d) every Subsidiary and/or controlled corporation and/or other organisation of the Named Insured which is divested during the Period of Cover, but only in respect of claims made against such divested Subsidiary, related or controlled corporation or organisation caused by or arising out of Occurrences insured against by this Policy, which occurred prior to the divestment.</p>
North America	<p>(a) the United States of America and the Dominion of Canada,</p> <p>(b) any state, territory or protectorate incorporated in, or administered by, the United States of America or the Dominion of Canada; and</p> <p>(c) any country or territory subject to the laws of the United States of America or the Dominion of Canada.</p>

Word or Term	Meaning
Occurrence	<p>an event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury and/or Property Damage and/or Advertising Injury that is neither expected nor intended (except for the matters set out in item (e) of the definition of 'Personal Injury') from Your standpoint.</p> <p>With respect to Personal Injury or Property Damage, all events of a series consequent upon or attributable to one source or original cause shall be deemed to be one Occurrence.</p> <p>All Advertising Injury arising out of the same injurious material or act (regardless of the frequency or repetition thereof, the number and kind of media used, or the number of claimants) shall be deemed to be one Occurrence.</p>
Personal Injury	<p>(a) bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish and mental injury, including loss of consortium or services resulting therefrom;</p> <p>(b) false arrest, false imprisonment, wrongful detention, malicious prosecution or humiliation;</p> <p>(c) wrongful entry or wrongful eviction or other invasion of privacy;</p> <p>(d) libel, slander or defamation of character, unless arising out of Advertising Injury;</p> <p>(e) assault and battery not committed by You or at Your direction, unless committed for the purpose of preventing or eliminating danger to persons or property.</p>
Pollutants	any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste material. 'Waste material' includes materials that are intended to be recycled, reconditioned or reclaimed.
Products	anything manufactured, constructed, erected, assembled, installed, grown, extracted, produced or processed, treated, altered, modified, repaired, serviced, bottled, labelled, handled, sold, supplied, re-supplied or distributed, imported or exported, by You or on Your behalf (including Your predecessors in Your Business), including any packaging or containers thereof, including the design, formula or specification, directions, markings, instructions, advice or warnings given or omitted to be given in connection with such Products and anything which,

Word or Term	Meaning
Products (continued)	by law or otherwise, You are deemed to have manufactured in the course of Your Business including discontinued Products provided always that for the purpose of this insurance the term "Products" shall not be deemed to include: (a) food and beverages supplied by You or on Your behalf primarily to Your Employees as a staff benefit; (b) any vending machine or any other property rented to or located for use of others but not sold by You; and any claims made against You in respect of Personal Injury and/or Property Damage arising out of any Occurrence in connection therewith shall be regarded as General Liability claims hereunder.
Products Liability	Your legal liability for Personal Injury and/or Property Damage caused by or arising out of any Products or the reliance upon a representation or warranty made at any time with respect to such Products; but only where such Personal Injury and/or Property Damage occurs away from premises owned or leased by or rented to You and after physical possession of such Products has been relinquished to others.
Property Damage	(a) physical loss, destruction of or damage to tangible property, including the loss of use thereof at any time resulting therefrom; and/or (b) loss of use of tangible property which has not been physically lost, destroyed or damaged; provided that such loss of use is caused by or arises out of an Occurrence.
Tool of Trade	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 on any Work Site. Tool of Trade does not include any Vehicle whilst travelling to or from a Work Site or Vehicles that are used to carry goods to or from any premises.
Work Site	any premises or site where any work is performed for and/or in connection with Your Business together with all areas surrounding such premises or site and/or all areas in between such premises or site that You shall use in connection with such work.

Word or Term	Meaning
You/Your/ Insured (where used in this cover section)	the person(s), companies or firms named on the current Policy Schedule as the 'Insured'. Each of the following is an Insured to the extent specified below: (a) the Named Insured, (b) every past, present or future director, stockholder or shareholder, partner, proprietor, officer, executive or Employee of the Named Insured (including the spouse of any such person while accompanying such person on any commercial trip or function in connection with Your Business), or work experience persons or volunteers while such persons are acting for or on behalf of the Named Insured and/or within the scope of their duties in such capacities. (c) any Employee superannuation fund or pension scheme managed by or on behalf of the Named Insured, and the trustees and the directors of the trustee of any such Employee superannuation fund or pension scheme which is not administered by corporate fund managers. (d) every principal in respect of the principal's liability arising out of: (i) the performance by or on behalf of the Named Insured of any contract or agreement for the performance of work for such principal, but only to the extent required by such contract or agreement and in any event only for such coverage and limits of liability as are provided by this Policy. (ii) any Products sold or supplied by the Named Insured, but only in respect of the Named Insured's own acts or omissions in connection with such Products and in any event only for such coverage and limits of liability as are provided by this Policy. (e) every person, corporation, organisation, trustee or estate to whom or to which the Named Insured is obligated by reason of law, (whether written or implied) to provide insurance such as is afforded by this Policy, but only to the extent required by such law, and in any event only for such coverage and limits of liability as are provided by this Policy.

Word or Term	Meaning
You/Your/ Insured (where used in this cover section) (continued)	<p>(f) every officer, member, Employee or voluntary helper of the Named Insured's canteen, social and/or sporting clubs, first aid, medical, ambulance or fire fighting services, charities, welfare and/or child care facilities, while acting in their respective capacities as such.</p> <p>(g) any director, partner, proprietor, officer or executive of the Named Insured in respect of private work undertaken by the Named Insured's Employees for such person and any Employee whilst actually undertaking such work.</p> <p>(h) the estates, legal representatives, heirs or assigns of:</p> <p>(i) any deceased or insolvent persons; or</p> <p>(ii) persons who are unable to manage their own affairs by reason of mental disorder or incapacity; who would otherwise be indemnified by this Policy, but only in respect of liability incurred by such persons as described in clauses h(i) and h(ii) above.</p> <p>(i) every party including joint venture companies and partnerships to whom the Named Insured is obligated by virtue of any contract or agreement to provide insurance such as is afforded by this Policy; but only to the extent required by such contract or agreement and in any event only for such coverage and limits of liability as are provided by this Policy.</p>
Your Business	<p>the business as described in the Policy Schedule (and, where applicable, as further described in any more specific underwriting information provided to Us at the time when this insurance was negotiated) and shall include:</p> <p>(a) the ownership of premises and/or the tenancy thereof by You.</p> <p>(b) the provision of any sponsorships, charities, galas, first aid, medical, ambulance or fire fighting service by You or on Your behalf.</p> <p>(c) private work undertaken by Your Employees for any of Your directors, partners, proprietors, officers or executives.</p> <p>(d) the provision of any canteen, social and/or sporting clubs or welfare and/or child care facilities by You or on Your behalf, which are primarily for the benefit of Your Employees.</p>

What You are covered for

We agree (subject to the terms, Claims conditions, General Policy conditions, Exclusions, definitions and Limits of Liability incorporated herein) to pay to You or on Your behalf all amounts which You shall become legally liable to pay as Compensation in respect of:

1. Personal Injury; and/or
2. Property Damage; and/or
3. Advertising Injury;

happening during the Period of Cover within the Geographical Limits and caused by or arising out of an Occurrence in connection with Your Business.

Defence costs and supplementary payments

With respect to the indemnity provided by this Policy, We will:

1. defend, in Your name and on Your behalf, any claim or suit against You alleging such Personal Injury, Property Damage or Advertising Injury and seeking damages on account thereof even if any of the allegations of such claim or suit is groundless, false or fraudulent.
2. pay all charges, expenses and legal costs incurred by Us and/or by You with Our written consent:
 - (a) in the investigation, defence or settlement of such claim or suit, including loss of salaries or wages because of Your attendance at hearings or trials at Our request; or
 - (b) in bringing or defending appeals in connection with such claim or suit.
3. pay all charges, expenses and legal costs recoverable from or awarded against You in any such claim or suit and all interest accruing on Our portion of any judgment until We have paid, tendered or deposited in court that part of such judgment which does not exceed the limit of Our liability thereon.
4. pay expenses incurred by You for:
 - (a) rendering first aid and/or surgical or medical relief to others at the time of any Personal Injury (other than any medical expenses, which We are prevented from paying by any law);
 - (b) temporary protection of damaged or undamaged property of any person or party, including temporary repairs, shoring up and/or unpinning thereof;
 - (c) purchasing and/or hiring and/or erection and dismantling of hoarding, barriers, fences and any other form of temporary protection, including such protection which You must provide in compliance with the requirements of any Government, Local Government or other Statutory Authority.
5. pay all legal costs incurred by You with Our consent for representation of You at:
 - (a) any Coronial inquest or Inquiry;
 - (b) any proceedings in any court or tribunal in connection with liability insured against by this Policy.

The amounts of such defence costs and supplementary payments incurred, except payments in settlement of claims and suits, are payable by Us in addition to the applicable Limit of Liability of this Policy.

However, in respect of any claims or suits originating in any court in North America, the applicable Limit of Liability shown in the Policy Schedule shall be inclusive of all defence costs and supplementary payments.

Where We are prevented by law or otherwise from making payments on Your behalf, We will indemnify You for legal liability incurred to the extent that such liability is covered by this Policy.

In jurisdictions where We may not legally be permitted to, or cannot for any other reason, defend any claim or suit against You, We will reimburse You for the expense of such defence incurred with Our written consent.

Limits of Liability and Excess

Subject to:

- (i) the 'Claims preparation expenses' provision under 'General Policy conditions',
- (ii) the 'Defence costs and supplementary payments' clause above;
- (iii) item 4 of Additional Benefit 'Property in Your physical and legal control' below;

for General Liability the Limit of Liability specified in the Policy Schedule represents the maximum amount which We shall be liable to pay in respect of any one claim or series of claims arising out of any one Occurrence.

For Products Liability the Limit of Liability specified in the Policy Schedule represents the maximum amount which We shall be liable to pay in respect of any one claim or series of claims, and in the aggregate during any one Period of Cover.

The applicable Limit of Liability will not be reduced by the amount of any excess payable by You.

What You are not covered for under this cover section

We do not cover any liability:

1. Property owned by You

for Property Damage to property owned by You.

2. Vehicles

for Personal Injury or Property Damage arising out of the ownership, possession or use by You of any Vehicle:

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

but exclusions (a) and (b) shall not apply to:

(c) Personal Injury where:

- (i) that compulsory liability insurance or statutory indemnity does not provide indemnity; and

(ii) the reason or reasons why that compulsory liability or statutory indemnity does not provide indemnity do not involve a breach by You of legislation relating to Vehicles;

- (d) any Vehicle (including any tool or plant forming part of or attached to or used in connection with such Vehicle) whilst being operated or used by You or on Your behalf as a Tool of Trade at Your premises or on any Work Site;
- (e) the delivery or collection of goods to or from any Vehicle;
- (f) the loading or unloading of any Vehicle;
- (g) any Vehicle temporarily in Your custody or control for the purpose of parking.

3. Aircraft, Hovercraft

for Personal Injury and/or Property Damage arising from:

- (a) the ownership, maintenance, operation, or use by You of any Aircraft or Hovercraft;
- (b) any property used for the purpose of an airport or any Aircraft landing strip.

4. Aircraft Products

arising out of any Products which an insured person knew or has reasonable cause to believe would be or is intended for incorporation into any critical part, the structure, machinery or controls of any Aircraft.

5. Damage to Products

for Property Damage to any Products where such damage is directly caused by a fault or defect in such Products; but this exclusion shall be interpreted to apply with respect to damage to the specific part and only that part of such product to which the damage is directly attributable.

6. Faulty workmanship

for the cost of performing, completing, correcting or improving any work undertaken by You.

7. Loss of use

for loss of use of tangible property, which has not been physically lost, destroyed or damaged, directly arising out of:

- (a) a delay in or lack of performance by You or on Your behalf of any contract or agreement; or
- (b) failure of any Products or work performed by You or on Your behalf to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You; but this Exclusion 7(b) shall not apply to Your liability for loss of use of other tangible property resulting from sudden and accidental physical loss, destruction of or damage to any Products or work performed by You or on Your behalf after such Products or work have been put to use by any person or organisation other than You.

8. Product guarantee

for any Products warranty or guarantee given by You or on Your behalf, but this exclusion shall not apply to the requirements of any Federal or State legislation as to product safety and information.

9. Product recall

for damages, costs or expenses arising out of the withdrawal, recall, inspection, repair, reconditioning, modification, reinstallation, replacement or loss of use of any Products where such Products are withdrawn or recalled from the market or from use by any person or organisation because of any known, alleged or suspected defect or deficiency in such Products.

10. Pollutants

- (a) for Personal Injury and/or Property Damage directly or indirectly arising out of the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere or any watercourse or body of water;
- (b) for the cost of testing and monitoring for, removing, nullifying, or cleaning up of Pollutants.

Provided that, with respect to any such liability which may be incurred anywhere other than North America, Exclusions 10(a) and 10(b) shall not apply where such discharge, dispersal, release or escape is caused by a sudden, identifiable, unintended and unexpected event from Your standpoint which takes place in its entirety at a specific time and place.

11. Advertising Injury

for Advertising Injury:

- (a) resulting from statements made at Your direction with knowledge that such statements are false;
- (b) resulting from failure of performance of contract but this exclusion shall not apply to claims for unauthorised appropriation of advertising ideas contrary to an implied contract;
- (c) resulting from any incorrect description of Products or services;
- (d) resulting from any mistake in advertised price of Products or services;
- (e) resulting from failure of the Insured's Products or services to conform with advertised performance, quality, fitness or durability;
- (f) incurred by any Insured whose principal occupation or business is advertising, broadcasting, publishing or telecasting.

12. Breach of professional duty

arising out of any breach of duty owed in a professional capacity by You and/or any person(s) for whose breaches You may be held legally liable, but this exclusion shall not apply to claims for Personal Injury and/or Property Damage:

- (a) arising out of the rendering of or failure to render professional medical advice by Medical Persons employed by You to provide first aid and other medical services on Your premises;
- (b) arising out of advice which is given by You for no fee;

- (c) arising out of advice given in respect of the use or storage of Your Products.

13. Design, Specification and Formula

caused by or arising out of Your making or formulating a design or specification within the domain of architectural, engineering, scientific, chemical, actuarial, statistical, economic, financial or medical profession.

Provided that Exclusion 13 shall not apply in respect of any formulation of a design or specification in regard to any Products, for which You have not charged a fee for that formulation of design or specification.

14. Property in Your physical or legal control

- (a) for damage to property owned by, leased or rented to You,
- (b) for damage to property not belonging to You but in Your physical and legal control other than the property described in 'Additional Benefit – Property in physical and legal control'.

15. Contractual liability

which has been assumed by You under any contract or agreement that requires You to:

- (a) effect insurance over property, either real or personal;
- (b) assume liability for Personal Injury and/or Property Damage and/or Advertising Injury regardless of fault, provided that this exclusion shall not apply with regard to:
 - (i) liabilities which would have been implied by law in the absence of such contract or agreement; or
 - (ii) liabilities assumed under Incidental Contracts; or
 - (iii) terms regarding merchantability, quality, fitness or care of Your product which are implied by law or statute; or
 - (iv) liabilities assumed under the contracts specifically designated in the Policy Schedule or in any endorsement(s) to this Policy.

16. Watercraft

for Personal Injury and/or Property Damage arising from the ownership, maintenance, operation or use by You of any Watercraft exceeding eight (8) metres in length.

Provided that this exclusion 16 shall not apply with regard to claims arising out of:

- (a) Watercraft used in operations carried out by any independent contractor for whose conduct You may be held liable;
- (b) Watercraft owned and operated by others and used by You for business entertainment.

17. Employers liability

- (a) for bodily injury to any worker in respect of which You are or would be entitled to indemnity under any Policy of insurance, fund, scheme or self insurance pursuant to or required by any legislation relating to Workers Compensation or Accident Compensation whether or not such Policy, fund, scheme or self insurance has been effected.

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

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

For the purpose of exclusions 17(a) and 17(b):

- ▼ the term 'worker' means any person deemed to be employed by You pursuant to any Workers Compensation Law. Voluntary workers, secondees and work experience students (if any) shall not be deemed to be Your Employees.
- ▼ the term 'bodily injury' means bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish and/or mental injury, including loss of consortium or services resulting therefrom.

18. Fines, penalties, punitive, exemplary or aggravated damages

for any fines, penalties, punitive, exemplary, aggravated damages and any additional damages resulting from the multiplication of compensatory damages.

19. Information technology hazards, computer data, program and storage media exclusion

- (a) for Personal Injury and/or Property Damage and/or Advertising Injury arising directly or indirectly out of, or in any way involving Your Internet Operations; or
- (b) for Property Damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
- (i) the use of any computer hardware or software;
 - (ii) the provision of computer or telecommunication services by You or on Your behalf;
 - (iii) the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any Computer Virus.

But this exclusion does not apply to:

- (c) Personal Injury and/or Property Damage and/or Advertising Injury arising out of any material which is already in print by the manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its internet site; or
- (d) liability which arises irrespective of the involvement of Your Internet Operations.

Nothing in this exclusion will be construed to extend coverage under this Policy to any liability which would not have been covered in the absence of this exclusion.

20. Libel and slander

for libel and slander:

- (a) resulting from statements made prior to the commencement of the Period of Cover;
- (b) resulting from statements made at Your direction with knowledge that such statements are false;
- (c) incurred by You if Your Business is advertising, broadcasting, publishing or telecasting.

21. Liquidated damages

arising out of liquidated damages clauses, penalty clauses or performance warranties except to the extent that such liability would have attached in the absence of such clauses or warranties.

22. Asbestos

- (a) for Personal Injury arising, directly or indirectly, out of the inhalation of, or fears of the consequences of exposure to, or inhalation of, asbestos fibres or derivatives of asbestos; or
- (b) for Property Damage including the cost or expense of the process of decontamination, treatment, removal or control of asbestos arising in consequence of the inhalation of asbestos fibre or damage to or loss of use of property due to the presence of asbestos, asbestos fibres or any derivatives of asbestos.

For the purpose of paragraph (b) of this exclusion 22:

Property Damage means physical loss, diminution in value of such property, damage or destruction and resultant loss of use, and property means any tangible or intangible property.

Additional Benefit applicable to this cover section

Property in Your physical and legal control

Exclusion 14 will not apply to the following property:

1. premises or part(s) of premises (including their contents) leased or rented to, or temporarily occupied by, You for the purpose of Your Business, but no cover is provided by this Policy if You have assumed the responsibility to insure such premises.
2. (a) premises (and/or their contents) temporarily occupied by You for the purpose of carrying out work in connection with Your Business; or

(b) any other property temporarily in Your possession for the purpose of being worked upon;

but no indemnity is granted for damage to that part of any property upon which You are or have been working if the damage arises solely out of such work.

3. any Vehicle (including its contents, spare parts and accessories while they are in or on such Vehicle) not belonging to or used by You, whilst any such Vehicle is in a car park owned or operated by You provided that You do not operate the car park for reward, as a principal part of Your Business.
4. any property (except property that You own) not mentioned in clauses 1, 2, 3 and 5 of this additional benefit whilst in Your physical or legal care, custody or control where You have accepted or assumed legal liability for such property. Provided that Our liability under this clause 4 shall not exceed \$250,000 or the amount shown in the Policy Schedule in respect of any one claim or series of claims arising out of any one Occurrence.
5. the personal property, tools and effects of any of Your directors, partners, proprietors, officers, executives or Employees, or the clothing and personal effects of any of Your visitors.

Special conditions applicable to this cover section

Claims

1. Notification of Occurrence, claim or suit

You shall give:

- (a) written notice (including facsimile transmission) via Your Steadfast broker, to Us, as soon as reasonably practicable, of any claim made against You or any Occurrence that may give rise to a claim being made against You and which is covered by this Policy.
- (b) all such additional information that We may reasonably require and every demand, writ, summons, proceedings, impending prosecution or inquest and all documents relating to the claim or Occurrence shall be forwarded to Us as soon as practicable after they are received by You.

2. Your duties in the event of an Occurrence, claim or suit

- (a) You shall not, without Our written consent, make any admission, offer, promise or payment in connection with any Occurrence or claim.
- (b) You shall use the best endeavours to preserve all property, Products, appliances, plant, and all other things which may assist in the investigation or defence of a claim or suit or in the exercise of rights of subrogation and, so far as may be reasonably practicable, no alteration or repair shall be effected without Our consent until We have had an opportunity of inspection.
- (c) You shall, when so requested, provide Us with details of any other insurances current at the time of any Occurrence, and/or Personal Injury

and/or Property Damage and/or Advertising Injury and covering any of the liability insured by this Policy.

3. Our rights regarding claims

- (a) We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If We do this We will do it in Your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving Us any statements, documents or assistance We require. This may include giving evidence in any legal proceedings.
- (b) We may at any time pay to You, in respect of all claims against You arising directly or indirectly from one source or original cause:
 - (i) the amount of the Limit of Liability or such other amount specified in respect thereof (after deduction of any sum(s) already paid by Us, which sum(s) would reduce the amount of Our unfulfilled liability in respect thereof); or
 - (ii) any lesser sum for which the claim(s) can be settled.
- (c) Upon making such payment, We shall relinquish conduct and control of, and be under no further liability under this Policy in connection with, such claim(s) except for defence costs and supplementary payments:
 - (i) recoverable from You in respect of the period prior to the date of such payment (whether or not pursuant to an order made subsequently); or
 - (ii) incurred by Us, or by You with Our written consent, prior to the date of such payment.

Premium

Adjustment of premium

If the first premium or any renewal premium for this Policy or any part thereof shall have been calculated on estimates provided by You, You shall keep an accurate record containing all particulars relative thereto and shall at all reasonable times allow Us to inspect such record.

You shall, where requested by Us after the expiry of each Period of Cover, provide to Us such particulars and information as We may require as soon as reasonably practicable. The premium for such period shall thereupon be adjusted and any difference paid by or allowed to You, as the case may be, subject to retention by Us of any minimum premium that may have been agreed upon between Us and You at inception or the last renewal date of this Policy.

Cross liabilities

This insurance extends to indemnify:

1. each of the parties comprising the Named Insured;
and
2. each of the Insureds hereunder;

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

In particular, but without limiting the foregoing, this insurance shall indemnify each of the parties described in clauses 1 and 2 of 'Cross liabilities' in respect of claims made by any other of such parties.

Provided always that:

3. each of such parties shall be separately subject to the terms, claims conditions, General Policy conditions, exclusions and definitions of this Policy in the same manner and to a like extent as though separate policies had been issued, and
4. in no case shall the amount payable by Us in respect of any one claim or series of claims arising out of any one Occurrence or in the aggregate, as the case may be, exceed the applicable Limit of Liability as specified in the Policy Schedule.

Inspection and audit

We shall be permitted, but not obligated, to inspect Your premises and operations at any reasonable time. Neither Our right to make inspections, nor Our failure to make inspections, nor the making of any inspections, nor any report of an inspection shall constitute an undertaking, on behalf of or for the benefit of You or others, to determine or warrant that such premises or operations are safe or healthful or are in compliance with any law, rule or regulation.

We may examine and audit Your books and records at any time during the currency of this Policy and within three (3) years after the final termination of this Policy but only with regard to matters which in Our opinion are relevant to this Policy.

Release

Where You are required by contractual agreement to release any Government or Public or Local Authority or other Statutory Authority from liability for loss, destruction or damage or legal liability insured against under this Policy, such release is allowed without prejudice to this insurance.

Notwithstanding general condition 'Subrogation rights' of this Policy, We agree to waive all Our rights of subrogation against any such Authority in the event of any Occurrence for which a claim for indemnity may be made under this Policy.

Glass cover section

Words with special meaning

Some words have special meaning wherever they appear in this cover section. These words and their meanings are listed below:

Word or Term	Meaning
Breakage	(a) for plate or sheet Glass or porcelain, a fracture extending through the entire thickness of the Glass or porcelain (b) for laminated Glass, a fracture extending through the entire thickness of a lamination but not any other damage or disfiguration.
External Glass	glass or plastic material used as glass fixed in external windows, doors, showcases or skylights forming part of the Premises
Glass	'Internal Glass', 'External Glass' and 'Specified Glass'
Internal Glass	(a) glass, or plastic material used as glass in internal partitions, windows and doors, glass in counters, glass forming shelves and/or stock restraints, interior showcases, fixed mirrors and other fixed internal glass including ceramic vitreous china urinals, toilet pans and hand basins; and (b) frames of showcases, display cabinets and counters containing the broken Glass in the Premises.
Premises	the buildings at the Situation.
Sign	Glass or plastic that forms part of a Sign.
Specified Glass	Glass specifically designated in the Policy Schedule under Specified Glass.

What You are covered for

We cover You under the Glass cover section for Breakage at the Situation of the Glass shown on the current Policy Schedule which occurs during the Period of Cover.

How We will pay Your claim

We will at Our option either pay the cost to repair or replace broken Glass with Glass of similar or higher quality to comply with the requirements of The Standards Association of Australia, any statute or regulation.

Additional Benefits applicable to the Glass cover section

If a claim is payable by Us under the Glass cover section We will also pay up to the greater of the limit defined below or the sum insured shown on the current Policy Schedule for the reasonable cost to replace or repair the following additional items:

(a) External Glass

In the event of Breakage of External Glass, We will indemnify You for each of the following:

- (i) replacing sign writing or ornamentation affixed to the broken Glass;
- (ii) replacing burglar tape or wiring affixed to the broken Glass;
- (iii) replacing shatter resistant or reflective film affixed to the broken Glass;
- (iv) temporary shuttering, boarding up or other protection reasonably necessary for the safeguarding of the Premises or contents therein, pending replacement of the broken Glass;
- (v) replacing damaged window frames and tiled shop fronts, but with due allowance for wear and tear.

Our liability under this additional benefit during any one Period of Cover is limited to \$7,500.

(b) Destruction of Stock or contents

We will pay for destruction of, or damage to Your Stock or contents, caused by broken Glass following the Breakage of Glass where such Breakage constitutes an admissible claim under this cover section.

Our liability under this additional benefit during any one Period of Cover is limited to:

- (i) the value at cost, of the Stock or contents destroyed or damaged, less any amount realised from the sale or salvage; or
- (ii) the sum of \$7,500, whichever is the lesser.

(c) Signs

Glass or plastic which forms part of an illuminated Sign and which is damaged during the Period of Cover. This additional benefit is subject to a sub-limit of liability of \$7,500 or any higher sub-limit stated in the current Policy Schedule for 'Signs'. The admissibility of claims for damage to Signs shall not be contingent upon other damage to Glass.

(d) Overtime

We will pay the reasonable costs for after-hours service by repairers, express delivery and overtime charges to repair or replace broken Glass. The maximum We will pay for this benefit is the amount shown on the current Policy Schedule.

(e) Malicious damage

Malicious damage to External Glass. This additional benefit is payable even where there is no Breakage of External Glass.

What You are not covered for under this cover section

Under the Glass cover section We will not pay the cost to repair or replace broken Glass:

1. which is Stock;
2. which is chipped or in poor condition when the Period of Cover commences;
3. which is part of any glasshouse, conservatory, radio, television screen, computer screen, vase, picture, crystal, crockery, china, or Glass item normally carried by hand.

Worked dollar example

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

<p><i>You have cover for a building that is used as both a newsagency and their residence. For this reason it is a Home Building. You have cover on a replacement value basis. The excess is \$250. The window glass in the newsagency is damaged after a rock is thrown through it. We assess the cost of replacing the glass to be \$2000.</i></p>		
How much We pay		Further information
Cost of repairs	\$2,000	We pay the replacement value of the glass.
Sign writing	+\$1,000	The damaged window had signage painted on it. We assess the cost of re-painting the signage to be \$1,000. The limit for this benefit is \$7,500 (unless there is a higher limit specified in the Policy Schedule), so We pay \$1,000.
Less excess	-\$250	We deduct this from the amount We pay. We may require You to pay this amount directly to the glass repairer.
Total claim	\$2,750	We would normally pay the total claim amount directly to the glass repairer.

General Property cover section

Words with special meaning

Some words have special meaning wherever they appear in this cover section. These words and their meanings are listed below.

Word or Term	Meaning
General Property	means the property listed on the current Policy Schedule under the General Property cover section.

What You are covered for

We cover You for physical loss or damage to the General Property items listed on the current Policy Schedule, up to the sums insured, which occurs anywhere in the world and during the Period of Cover other than the exclusions in 'What You are not covered for under this cover section'.

How We will pay Your claim

We will at Our option either:

1. pay You the replacement cost of the General Property at the time of loss or damage; or
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 a new item that has the same features that are nearly the same as (but not less than) the item being replaced.

What You are not covered for under this cover section

1. We will not cover loss of or to damage to General Property under the General Property cover section which is:
 - (a) covered under any other section of this Policy;
 - (b) being constructed, erected, altered, manufactured, cleaned or repaired;
2. We will not cover loss or damage caused by:
 - (a) wear and tear, fading, scratching or marring, rust, corrosion, mildew, mould, contamination or pollution, wet or dry rot, change of colour, flavour, texture or finish, dampness of atmosphere, variations in temperature, evaporation, disease, inherent vice, latent defect, loss of weight, depreciation, gradual deterioration or developing flaws, normal upkeep or making good, smut or smoke from industrial operations (other than sudden or unforeseen damage resulting therefrom);
 - (b) insects or vermin such as rats, mice, rabbits, possums and birds;
 - (c) faulty materials;
 - (d) faulty workmanship;
 - (e) mechanical, electrical or electronic breakdown.

Exclusion 2 to the part first and immediately affected and does not extend to subsequent damage to other parts of the property occasioned by a peril which is not otherwise excluded.

3. We will not cover:
 - (a) General Property not being used by You in accordance with the manufacturer's instructions;
 - (b) any legal liability of whatsoever nature;
 - (c) consequential loss of any kind.
4. We will not cover:
 - (a) a mobile phone, laptop computer or video camera exceeding \$2,500 unless it is specified on the Policy Schedule;
 - (b) when unspecified items are shown on the Policy Schedule, more than \$2,500 for each unspecified item and a maximum total amount as specified on the Policy Schedule.
 - (c) Stock or Money unless specified in the Policy Schedule.

Employee Dishonesty cover section

Words with special meaning

Some words have special meaning wherever they appear in this cover section. These words and their meanings are listed below.

Word or Term	Meaning
Employee	<ul style="list-style-type: none"> ▼ any person engaged in Your Business under a contract of service or apprenticeship, ▼ any person whilst hired or seconded from any other party (including an agency providing personnel).
Employee Dishonesty	<p>the unlawful taking of property or Money by an Employee while working for You in connection with Your Business (whether acting alone or in collusion with others) with the intent to:</p> <ul style="list-style-type: none"> (a) cause loss to You; or (b) benefit any person or organisation other than You.
Money	<ul style="list-style-type: none"> ▼ cash, bank notes, currency notes, negotiable cheques, negotiable securities, travellers' cheques, debit and credit card vouchers, discount house vouchers, Money orders, postal orders, unused postage stamps, revenue stamps, lottery tickets, stored value cards, public transport boarding tickets, authorised gift vouchers, valuable documents (but limited to certificates of stock, bonds, coupons and all other types of securities) and the contents of franking machines; ▼ any superannuation fund or pension fund formed by You and exclusively for the benefit of Employees but does not include any scheme that is administered by a professional funds manager.
You/Your (where used in this cover section)	<ul style="list-style-type: none"> ▼ the person(s), companies or firms named in the current Policy Schedule as the "Insured"; ▼ any welfare, social or sporting club formed with Your knowledge and consent exclusively for the benefit of Employees and their families.

What You are covered for

We will cover You for loss of Business Property or Money as a direct result of Employee Dishonesty by any of Your Employees if:

1. You are able to identify which Employee is responsible;
2. the Employee Dishonesty occurs during the Period of Cover;
3. the Employee Dishonesty is discovered within 12 months of it occurring; and
4. the loss is reported to the police immediately upon discovery and to Us within 21 days.

How We will pay Your claim

We will not pay more than the sum insured shown on the Policy Schedule for the Employee Dishonesty cover section.

If Money is recovered by You from Your Employees after We have paid the claim, We agree that the Money will be first applied to Your Excess and any other uninsured loss You have incurred and then the balance will be paid to Us up to the amount We have paid including any recovery costs paid for by Us.

Special conditions applicable to this cover section

If We agree to pay a claim You must agree to withhold (to the extent You are allowed to by law) and to retain salary, commission, Moneys or assets that are the property of an Employee whose dishonesty has caused a claim under this cover section.

If You do not We may reduce the claim by the amount You did not retain.

Additional Benefits to the Employee Dishonesty cover section

If a claim is payable by Us under the Employee Dishonesty cover section We will also pay:

1. Accountants costs

For fees payable by You to external auditors if they are reasonably and necessarily incurred to substantiate the claim, up to an amount not exceeding \$2,000.

2. Costs of Recovery

If You sustain a loss greater than the sum insured shown in the Policy Schedule for this cover section, We will pay up to an additional 20% of the sum insured shown in the Policy Schedule for costs and expenses that You have reasonably incurred in an attempt to recover the lost Business Property or Money.

Additional Benefits to the Employee Dishonesty cover section

The following additional benefits are covered if You have selected the Employee Dishonesty cover section:

We will also pay:

Unidentifiable Employee

If You suffer a loss but are unable to identify the specific Employee whose conduct has given rise to the loss, We will pay for the loss provided that You can satisfactorily demonstrate that the loss was caused by the dishonest conduct of one or more Employees.

Retroactive cover

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

1. the loss would have been recoverable by You under the previous Policy except for the fact that the time within which to discover any loss had expired,
2. the cover We provide will fall within and not be in addition to the sum insured shown in the Policy Schedule,
3. the loss would have been covered under this cover section if this cover section with its terms, limitations and conditions at the time of the replacement had been in force when the acts or defaults causing the loss were committed,
4. recovery under this cover section for the loss will not exceed the amount that would:
 - (a) be recoverable under this cover section had those acts or defaults been committed immediately before discovery, or
 - (b) have been recoverable under the previous Policy had it continued in force until the discovery of the loss,whichever is the lesser;
5. We will not be liable for any loss arising from any act of dishonesty committed more than 12 months before the inception of this cover section of the Policy.

What You are not covered for under this cover section

1. We will not pay under the Employee Dishonesty cover section for any loss caused by a particular Employee that occurs after:
 - (a) You become aware of an act of Employee Dishonesty by that Employee, or
 - (b) You suspect that Employee has committed an act of Employee Dishonesty.
2. We will not pay under the Employee Dishonesty cover section any act of Employee Dishonesty committed by a person whom You knew to be dishonest.
3. We will not pay under the Employee Dishonesty cover section if the only proof of loss is shortage revealed by accounting records or inventory Stock-take.

Goods in Transit cover section

Words with special meaning

Some words have special meaning wherever they appear in this cover section. These words and their meanings are listed below.

Word or Term	Meaning
Conveyance	any ship, vessel, aircraft, postal service (except in the case of Temperature Controlled Goods), rail and road vehicle used to transport the Goods.
Goods	Stock, plant and or machinery that You buy, sell or use in connection with Your Business
Non Temperature Controlled Goods	Goods belonging to You which are not Temperature Controlled Goods.
Stock Transfers	transfer of Goods between Your Business Premises.
Temperature Controlled Goods	means Goods belonging to You that require a controlled temperature environment for Transit.
Trade Samples	means samples of Your Goods carried for the purpose of demonstration.
Transit	<p>the transportation of Goods by a Conveyance within the Commonwealth of Australia.</p> <p>Each insured Transit commences in respect of each item of Goods when the item is first moved for the purpose of loading on to the conveying vehicle for Transit to a destination outside the Business Premises.</p> <p>For Non Temperature Controlled Goods, the Transit terminates when each item of Goods are:</p> <ul style="list-style-type: none"> ▼ delivered to the intended destination either in the receiver’s premises or such other place as the receiver may instruct, or ▼ seventy two hours after unloading from the final conveying vehicle, whichever occurs first. <p>For Temperature Controlled Goods, the Transit terminates when each item of Goods is delivered to the intended destination either in the receiver’s premises or such other place as the receiver may instruct, whichever occurs first.</p>

Word or Term	Meaning
Transit (continued)	<p>Transit includes:</p> <ul style="list-style-type: none"> ▼ any period where the Goods are “shut out” from the Conveyance or intended destination ▼ for Non Temperature Controlled Goods while in any packer’s or unpacker’s premises for a period of up to three months for the purpose of packing or unpacking. <p>Transit does not include any period of storage other than in the ordinary course of Transit.</p>

What You are covered for

We will cover You for loss or damage to Your property shown in the Policy Schedule caused by the insured events listed under ‘Limited Conditions’ and occurs during the Period of Cover.

Limited Conditions

We cover You for loss of or damage to Goods during Transit directly caused by any of the following insured events:

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

What You are not covered for under this cover section – Limited Conditions

1. We will not pay for loss or damage under the Goods in Transit cover section that existed or occurred prior to the commencement of the Transit.
2. We will not pay under the Goods in Transit cover section for loss or damage caused by dismantling, erection, commissioning, testing or storage other than in the ordinary course of Transit.

3. We will not pay under the Goods in Transit cover section for loss or damage to Non Temperature Controlled Goods directly or indirectly as a result of mechanical, electrical or electronic breakdown or malfunction where there is no external evidence of damage in Transit from an insured event.
4. We will not pay under the Goods in Transit cover section for consequential loss or damage including loss of profits and loss of market.
5. We will not pay under the Goods in Transit cover section for loss or damage to livestock.
5. We will not pay under the Goods in Transit cover section for consequential loss or damage including loss of profits and loss of market.
6. We will not pay under the Goods in Transit cover section for loss or damage to livestock.
7. We will not pay than \$20,000 under the Goods in Transit cover section for Goods at any one exhibition or display.

Cover option Accidental Damage (where indicated on the Policy Schedule as applying)

If "Accidental Damage" is shown on the Policy Schedule, We will also cover You for loss of or damage to Goods during Transit directly caused by any of the following insured events:

11. Accidental loss of or damage to the Goods during the Transit.
12. Loss or damage caused by strikers, locked-out workers or persons taking part in labour disturbances, riots or civil commotions.
13. Loss or damage caused by malicious persons, unless caused or directed by You.
14. Loss or damage caused by insufficiency or unsuitability of packing or preparation of the Goods, unless such was caused, directed or agreed by You.
15. Unexpected deterioration of Temperature Controlled Goods.
16. Loss or damage while at any exhibition or display (other than in Your owned or controlled Business Premises), limited to a maximum of fourteen days.
17. If the Transit is interrupted or terminated due to the insolvency or financial default of the carrier, whether or not loss or damage is caused to the Goods, We will pay the extra costs of freight and/or storage to forward the Goods to their intended destination, or to return the Goods to the place from which they were despatched, up to a maximum of 10% of the sum insured of the Goods.

What You are not covered for under Accidental Damage

1. Cigarettes, tobacco, wines, spirits or other alcoholic beverages unless specified in the Policy Schedule.
2. We will not pay for loss or damage under the Goods in Transit cover section that existed or occurred prior to the commencement of the Transit.
3. We will not pay under the Goods in Transit cover section for loss or damage caused by dismantling, erection, commissioning, testing or storage other than in the ordinary course of Transit.
4. We will not pay under the Goods in Transit cover section for loss or damage to Non Temperature Controlled Goods directly or indirectly as a result of mechanical, electrical or electronic breakdown or malfunction where there is no external evidence of damage in Transit from an insured event.

How We will pay Your claim

We will not pay more than:

- (a) the sum insured shown in the Policy Schedule for Goods in any one Conveyance;
- (b) \$10,000 any one claim or series of claims arising from any one occurrence for Trade Samples in Transit whilst in Your or Your Employee's care, custody and control;
- (c) \$20,000 for shipping containers in Your care, custody or control, to the extent that You are legally liable to pay for any loss of or damage to them.

The limit shown in the Policy Schedule and the additional benefit limits for the Goods in Transit cover section apply to any one claim or series of claims arising from any one occurrence.

Non Temperature Controlled Goods

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

At Our option We will pay:

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

whichever is the lesser.

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

At Our option We will pay:

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

whichever is the lesser.

3. For loss of or damage to Non Temperature Controlled Goods other than plant, machinery, computers and the like

At Our option We will pay:

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

whichever is the lesser.

Temperature Controlled Goods

At Our option We will pay:

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

whichever is the lesser.

Brands and labels

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

Additional Benefits to the Goods in Transit cover section

If a claim is payable by Us under the Goods in Transit cover section We will also pay:

1. Air freight of replacement parts

The cost of air freighting replacement parts from suppliers to the original destination, even if the original Transit was not by air freight, up to an amount not exceeding \$10,000.

2. General average and salvage contribution

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

3. Clean up costs

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

The limit of Our liability under this extra benefit is \$25,000 for any one occurrence or series of occurrences.

4. Transport and disposal costs

The reasonable costs and expenses incurred in cleaning up or decontaminating Your Business Premises following the delivery or return of salvaged Goods, plus the cost of transport and disposal costs to remove those Goods.

The limit of Our liability under this extra benefit is \$25,000 for any one occurrence or series of occurrences.

5. Freight and salvage charges

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

6. Minimisation costs

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

7. Buyer and seller protection

If as a buyer or seller You retain a contingent financial interest in the Goods in Transit, to the extent that:

- (a) the Goods are lost or damaged, and the loss or damage would be covered under this Transit cover;
- (b) the other party under the terms of sale is legally liable to pay You for the Goods or for the loss or damage, but fails to do so;
- (c) You have taken all reasonable steps to safeguard the Goods and to recover payment from the other party, and
- (d) You have not disclosed to any party interested in the Goods, the existence of this cover;

We will insure the Goods for loss or damage covered by the insured events detailed herein.

Tax Probe® cover section

Words with special meaning

Some words have special meaning wherever they appear in this cover section. These words and their meanings are listed below.

Word or Term	Meaning
Audit	the audit of a Return submitted by You or on Your behalf by the Australian Tax Office (ATO), or any Australian Commonwealth State or Territory department, body or agency, or authority which is duly authorised to conduct such an Audit, or a Record Keeping Audit but excluding: <ul style="list-style-type: none"> ▼ any audit of a superannuation fund for the purposes of determining any matter relating to the superannuation funds', or its trustees' compliance with any of the provisions of the Superannuation Industry Supervision Act 1993 (SIS) unless the Superannuation Optional Cover is selected and an additional premium paid.
Auditor	an officer who is authorised under Commonwealth, State or Territory legislation to carry out an Audit of Your taxation or financial affairs or Return.
Concluded Decision	written notification of the Auditor's concluded views in connection with a return and includes any written statement which is intended by the Auditor to be its findings in connection with a Return or the basis upon which it proposes to act in connection with a Return.
Investigation	any official inquiry, Investigation, examination or review in respect of a return (including a Client Risk Review) by any Federal, State or Territory government or statutory authority duly authorised to conduct this form of activity.
Professional Adviser	<ul style="list-style-type: none"> ▼ an accountant who is a member of a nationally recognised accounting body, a registered tax agent or a tax consultant, and ▼ any other professional person or consultant engaged by or at the recommendation of the person referred to in paragraph 1, but does not mean You or any person working for You under a contract of employment.

Word or Term	Meaning
Professional Fees	reasonable and necessary fees, costs and disbursements incurred in connection with an Audit that would be payable by You to Your Professional Adviser for work undertaken in connection with an Audit, but does not mean or include fees, costs and disbursements which: <ul style="list-style-type: none"> (a) form part of an annual or fixed fee or cost arrangement; or (b) relate to any subsequent objection or appeal or request for review in respect of the Audit, or any assessment, amended assessment or Concluded Decision of the Auditor; or (c) relate to or are associated with the preparation of any accounts, financial statements and/or documents or to any attendance or service which would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return and/or document was required to be lodged.
Record Keeping Audit	any enquiry or Investigation by the Australian Taxation Office which is aimed at determining the extent of Your compliance with the record keeping requirements of relevant taxation legislation.
Return(s)	any Return legally required to be, and actually lodged with, an Australian Commonwealth, Federal or State government or government authority or agency by You or on Your behalf.
Reviewable Decision	Has the same meaning as that in Section 10 of the Superannuation Industry Supervision Act 1993 (SIS).
Self-Managed Superannuation Funds	Any self-managed superannuation fund which meets the definition contained in the Superannuation Industry (Supervision) Act 1993 (SIS) namely: <ul style="list-style-type: none"> (a) fewer than 5 members; (b) each individual trustee (or director if a corporate trustee) is a member; (c) each member is a trustee (or director if a corporate trustee); (d) no member is an employee of another member (unless they are relatives); (e) trustees do not receive remuneration for their services.

Word or Term	Meaning
You/Your	For the purpose of this cover section only, 'You/Your ' is extended to include any company, firm, partnership or trust in which You hold a 50% or more ownership, interest or shareholding and provided that You have included such an interest in the turnover provided.

What You are covered for

Following the completion of an Audit We will pay for the Professional Fees reasonably and necessarily incurred by You in connection with an Audit which commenced and was notified to Us during the Period of Cover;

provided that You:

- (1) lodge taxation and other Returns and pay all taxes within three months of the time limits prescribed by statute or, if an extension is granted by the Auditor, within the further period granted;
- (2) respond to letters, requests and enquiries from the Auditor within a reasonable time;
- (3) make full and complete declarations of all relevant liabilities, income and capital gains derived by You and of all Commonwealth, State or Territory taxation liabilities due to be paid or remitted by You during each year of income covered by this Policy, and all deductions including capital losses or other amounts claimed by You in respect of the same period.

For the purpose of this cover section, the Audit commences at the time You or Your Professional Adviser first receive notice that the Auditor proposed to conduct an Audit and is completed when:

- (a) the Auditor has given written notice to that effect;
- (b) the Auditor notifies You that it has made a Concluded Decision about Your Returns;
- (c) when the Auditor has issued an assessment or amended assessment of Your Returns; or
- (d) in the absence of (a), (b) or (c) where Your Professional Adviser declares in writing that such an Audit has been concluded.

How We will pay Your claim

Limits to what We pay for all claims during the Period of Cover

We will not pay more than the sum insured shown in the Policy Schedule as 'any one Period of Cover' for all claims during the Period of Cover.

Limits to what We pay for the Audit cover

We will not pay more than the sum insured shown on the Policy Schedule for a claim during the Period of Cover relating to an Audit or an Investigation.

Limits to what We pay for the Optional Superannuation cover

We will not pay more than the sum insured shown on the Policy Schedule for a claim during the Period of Cover relating to an Audit (including the Professional Fees in connection with an appeal to reconsider a Reviewable Decision) of any or all the Self-Managed Superannuation funds named in the Policy Schedule.

Additional Benefit to the Tax Probe® cover section

1. Additional Expenses

If a claim is payable by Us under the Tax Probe® cover section We will also reimburse You for additional expenses for travel and accommodation expenses incurred by You or Your Employees, if they are reasonably and necessarily incurred to substantiate the claim.

Optional Benefit

The following covers are optional and are available if You choose them and pay an additional premium.

1. Director Tax Probe®

If 'Director – Tax Probe®' is shown on the Policy Schedule then We will extend the definition of You for this cover section to include all directors named under 'Interested Parties'.

2. Investigation Cover

Where 'Optional Benefit – Investigation' is shown in the Policy Schedule, the term Audit is amended to include any Investigation.

What is not covered under Investigation Cover

We will not pay for claims under 'Investigation Cover' for:

1. any form of activity involving a periodic review relevant to You maintaining industry status, licence, compliance, membership, any form of occupational health and safety compliance, similar requirements; or
2. any form of activity involving a review of how the professional firm assisting You undertakes its professional duty; or
3. any form of practice or procedural audit of any of Your files; or
4. any activity involving a statutory authority or agency gathering information or data that is not part of a formal Audit or Investigation; or
5. any activity involved in the familiarisation, education, training, application, implementation, process or operation of any amendments or changes to existing or the introduction of new statutory or industry regulation.

3. Superannuation Cover

Where 'Optional benefit – Superannuation' is shown in the Policy Schedule, the term Audit is amended to include any Audit of a Self-Managed Superannuation Fund named in the Policy Schedule for the purpose of determining any matter relating to such Self-Managed Superannuation Fund, or its trustees' compliance with any of the provisions of the Superannuation Industry Supervision Act 1993.

We will also pay the Professional Fees in connection with an appeal to reconsider a Reviewable Decision to an administrative tribunal constituted to hear appeals provided that You supply Us with:

- (a) written evidence that the appeal has a reasonable prospect of success; and
- (b) any other documents and information We reasonably require in relation to the Audit of the Self-Managed Superannuation Fund and/or the appeal.

What is not covered under Superannuation Cover

We will not pay for claims under 'Superannuation Cover' for Professional Fees in connection with:

1. any Audits conducted by the Australian Prudential Regulatory Authority;
2. an appeal to a court of law;
3. a Reviewable Decision to which Our written consent was not obtained before those fees were incurred.

What You are not covered for under this cover section

We will not pay:

1. in respect of any Audit where a return has been lodged:
 - (a) more than three months after the lodgement date prescribed; or
 - (b) after the date prescribed by an authorised extension;
2. if the Audit is conducted by the Australian Prudential Regulation Authority;
3. in respect of any Audit where a return has been prepared lodged or submitted dishonestly or fraudulently, and where the supporting documents have been falsely created or collected;
4. in respect of any Audit where the Australian Taxation Office imposes final-culpability penalties at greater than 40%, or where another Auditor assesses Your behaviour as being a case of deliberate evasion or recklessness;
5. in respect of any routine enquiries, or enquiries from the Auditor which are not identified as being either preliminary to, or relating to an Audit of a Return;
6. for Professional Fees that are:
 - (a) associated with any criminal prosecution;
 - (b) associated with any return lodged outside the Commonwealth of Australia;
 - (c) in respect of any person or organisation ordinarily resident outside the Commonwealth of Australia;

(d) incurred for, or are ordinarily associated with the preparation of Your accounts, Returns, taxation and financial records or advice which should have been incurred or ordinarily would have been incurred for work done prior to or as part of the preparation of Your accounts, Returns, taxation and financial records prior to the lodgement of Your taxation Returns, financial records, or any document required by the relevant legislation in connection with Your Returns;

7. for any:
 - (a) amounts sought by any amended notice of assessment;
 - (b) additional tax, duty government impost or the like;
 - (c) fine or penalty imposed;
 - (d) costs in legally pursuing or defending any legal actions against You or initiated by You (unless it is at Our discretion);
8. in respect of:
 - (a) a fraudulent claim;
 - (b) a claim arising from any circumstances known to You, or any person acting on Your behalf, taking out this Policy;
 - (c) verbal or written notice of an impending Audit given to You or any person acting on Your behalf, prior to You taking out this Policy;
 - (d) an Audit with a notification date prior to You taking out this Policy;
9. in respect of any Audit that includes a refund or claim for tax or duty relief arising out of an arrangement, facility, financial structure or the like adopted for the principal purpose of obtaining that refund or relief, unless the arrangement has received prior written approval from the relevant government or government authority or agency before being offered to You or the general public;
10. in respect of any form of managed investment.

LegalPower® cover section

Words with special meaning

Some words have special meaning wherever they appear in this cover section. These words and their meanings are listed below.

Word or Term	Meaning
ADR	Any form of alternative dispute resolution (not including any form of dispute resolution provided or ordered by courts, tribunals or other statutory bodies) which is agreed between Us and You as appropriate for a particular Commercial Dispute.
ADR Clause	A clause embodied in Your written contracts in the following terms or in substantially those terms as approved By Us: "If any dispute arises in relation to this contract, the parties must, before instituting any legal proceedings, use their best endeavours to resolve the dispute and must participate in good faith in alternative dispute resolution presided over by a Mediator agreed to by both parties."
Appointed Solicitor	The solicitor appointed to act for You, with Our approval.
Attendance expenses	The salary or wages of an Insured Employee for the period he or she is absent from work to attend either as a witness on Your behalf or on behalf of another insured employee and at the request of the appointed solicitor, or as a defendant at a court, tribunal or arbitration hearing as the case may be or as a jury member for each half or whole day of such attendance to the extent that they are not recoverable from the court, tribunal or arbitration hearing or from the other side in the case or action; they must be calculated on the basis that: (a) the period of absence from work includes the time taken to travel to and from the hearing and shall be calculated to the nearest half day taking an eight hour day to be a whole day for this purpose and as the maximum period for which a claim can be made in respect of one day; (b) for full time Employees one whole day's salary or wages equals 1/250th of the Insured Employee's annual salary or wages at the time of such attendance; (c) for part time Employees the salary or wages for the period of absence from work shall bear the same proportion to their weekly salary or wages as the period of absence from work to their normal working week for You.

Word or Term	Meaning
Buildings	Buildings and structural appurtenances at the Situation. Buildings includes: <ol style="list-style-type: none"> 1. verandahs, carports, shelters, awnings, gangways, staircases and all outbuildings; 2. fixtures and fittings owned by the owner of the building; 3. underground and above ground services including aprons, supply mains and meters; 4. walls, gates, fences, flagpoles, floodlights and signs; 5. permanently fixed water and fuel tanks. Buildings does not include: <ol style="list-style-type: none"> 1. plant and machinery; 2. Stock; 3. Contents; 4. land, dams, bridges, canals, roadways, tunnels, railway tracks (not at the Situation), wharves, docks and piers.
Commercial dispute	A dispute between You and any other party arising out of or in connection with Your Business.
Employee(s)	Any person engaged in Your Business under a contract of service or apprenticeship.
Insured Employee(s)	All of Your Employees, including directors, business partners and managers. We will treat any statement, claim, act or omission by any one of the insured persons as a statement, claim, act or omission by all of them.
Legal costs and expenses	Costs and disbursements reasonably and properly charged or incurred by the Appointed Solicitor or by any Mediator appointed by any ADR body at rates approved by Us in writing.
Mediator	An independent third party who assists in the resolution of a Commercial Dispute.
Opponents civil costs	The costs incurred by other parties in civil cases to the extent that You or the Insured Employee are held liable in court proceedings to pay those costs or otherwise become liable to pay them as the result of filing a notice of discontinuance of the proceedings or under settlement made with the other party with Our prior approval.

Word or Term	Meaning
Property	any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste material. 'Waste material' includes materials that are intended to be recycled, reconditioned or reclaimed.

What You are covered for

We will cover You for Legal Costs and Expenses, Attendance Expenses and where applicable Opponents Civil Costs, if there are reasonable grounds for pursuing or defending the legal proceedings and it is reasonable for Legal Costs and Expenses to be provided in the particular case and You have used Your best endeavours to include an ADR Clause in all contracts relating to Your Business for disputes listed under "Disputes covered" in this cover section and occurs during the Period of Cover.

Provided that:

- the dispute occurs within the Commonwealth of Australia;
- the legal proceedings take place within the Commonwealth of Australia;
- the legal proceedings apply only Australian law; and
- You have complied with the Legal Power Claims Conditions which are set out on pages 63 and 64.

Disputes covered

1. Employment

(a) Contract Disputes

A dispute arising from a contract or alleged contract of employment with an Employee, ex-employee or a prospective employee.

(b) Acts or Omissions of Employees

A dispute arising from any act or omission or alleged act or omission of You or an Insured Employee arising out of or in the course of their normal employment in Your Business which leads to:

- their prosecution in a court of criminal jurisdiction;
- civil proceedings being taken against them under any anti-discrimination legislation;
- civil proceedings being taken against them as trustee of any superannuation fund.

2. Employers Prosecution Defence

Any act or omission which leads to Your prosecution in a court of criminal jurisdiction but does not mean a prosecution for the defence of which cover is provided under "Disputes covered" 1 or 5.

3. Contract Disputes

A dispute concerning a contract for the buying, renting, or supply of goods or services in relation to the Your Business.

4. Property

A dispute arising from:

- loss of or damage to land and/or Buildings owned by You or for which You are responsible for the purpose of Your Business; or
- loss of or damage to goods owned by You or for which You are responsible whilst contained in or on that land and/or Buildings, but not:
 - any dispute arising under a contract;
 - any dispute arising from goods lent, leased or hired to third parties;
 - any dispute arising from goods at premises not occupied by You unless they are there for the purposes of installation or use in work to be carried out by You.

5. Trade Practices Act

A dispute arising from:

- the operation of the Trade Practices Act 1974;
- any act or omission arising out of the Trade Practices Act 1974 which leads to the prosecution in a court of criminal jurisdiction of:
 - You;
 - an Insured Employee.

How We will pay Your claim

We will not pay more than the sum insured shown on the current Policy Schedule.

Employment

Contract Disputes

We will pay for 90% of the Legal Costs and Expenses, Attendance Expenses and where applicable Opponents Civil Costs incurred in:

- the pursuit of Your legal rights to obtain remedy or to recover damages and costs from other parties;
- the defence by You of any claim or counter claim;
- the defence of a prosecution against You;
- the defence or defence of an appeal against judgment provided We are given 6 clear business days notice before the time for making the appeal or application for appeal has expired and We consider there to be a reasonable chance of success;

subject to the sum insured shown on the Policy Schedule.

Acts or Omission of Employees

We will pay 90% of the Legal Costs and Expenses, Attendance Expenses and where applicable Opponents Civil Costs for the defence of any claim, counter claim or prosecution;

subject to the sum insured shown on the Policy Schedule.

Employers Prosecution Defence

We will pay for 90% of the Legal Costs and Expenses, Attendance Expenses and where applicable Opponents Civil Costs occurred in:

- (a) the prosecution against You;
- (b) the defence or defence of an appeal against judgment provided We are given 6 clear business days notice before the time for making the appeal or application for appeal has expired and We consider there to be a reasonable chance of success;

subject to the sum insured shown on the Policy Schedule.

Contract Disputes

We will pay for 90% of the Legal Costs and Expenses, Attendance Expenses and where applicable Opponents Civil Costs occurred in:

- (a) the pursuit of Your legal rights to obtain remedy or to recover damages and costs from other parties;
- (b) the defence by You of any claim or counter claim;
- (c) the defence or defence of an appeal against judgment provided We are given 6 clear business days notice before the time for making the appeal or application for appeal has expired and We consider there to be a reasonable chance of success;

subject to the sum insured shown on the Policy Schedule.

Property

We will pay for 90% of the Legal Costs and Expenses, Attendance Expenses and where applicable Opponents Civil Costs occurred in:

- (a) the pursuit of Your legal rights to obtain remedy or to recover damages and costs from other parties;
- (b) the defence by You of any claim or counter claim;
- (c) the defence or defence of an appeal against judgment provided We are given 6 clear business days notice before the time for making the appeal or application for appeal has expired and We consider there to be a reasonable chance of success;

subject to the sum insured shown on the Policy Schedule.

Trade Practices Act

We will pay for 90% of the Legal Costs and Expenses, Attendance Expenses and where applicable Opponents Civil Costs occurred in:

- (a) the pursuit of Your legal rights to obtain remedy or to recover damages and costs from other parties;
- (b) the defence by You of any claim or counter claim;
- (c) the defence of a prosecution against You;
- (d) the defence of any claim, counter claim or prosecution against an Insured Employee;
- (e) the defence or defence of an appeal against judgment provided We are given 6 clear business days notice before the time for making the appeal or application for appeal has expired and We consider there to be a reasonable chance of success;

subject to the sum insured shown on the Policy Schedule.

Recovery of Legal Costs and Expenses

If We have paid a claim to You, and You recover an amount for costs as part of the award or settlement You must repay 90% of this amount to Us.

Excess

You must pay the first 10% of all Legal Costs and Expenses, Attendance Expenses and where applicable Opponents Civil Costs.

What You are not covered for under this cover section

We will not pay for any claim in respect of or arising from or relating to:

1. civil proceedings where the amount in dispute is less than \$5,000;
2. any act, omission or dispute which occurred prior to the commencement of the Period of Cover and which You knew or ought reasonably to have known was likely to give rise to a claim or legal proceedings by or against You;
3. Legal Costs and Expenses, Attendance Expenses and Opponents Civil Costs incurred prior to the written acceptance of a claim by us;
4. an act, omission or dispute between any two or more parties who are named as the "Insured" in the Policy Schedule;
5. the molestation of, the interference with, the mental abuse of or the physical abuse of any persons by:
 - (a) You; or
 - (b) a past or present Insured Employee; or
 - (c) any person performing any voluntary work or service for You or on Your behalf.Also, We shall have no duty to defend any action, suit or proceedings brought against You either directly or indirectly seeking damages in respect of such molestation, interference, mental abuse or physical abuse;
6. defamation, slander or libel;
7. a dispute with Us arising from any claim made under this Policy;
8. the use, ownership or possession by You or an Insured Employee of any motor vehicle, boat, vessel, craft or aircraft;
9. patents, copyrights, trade marks, merchandise marks, registered designs, intellectual property and secrecy and confidentiality agreements;
10. disputes concerning undefended debts or concerning debts owed by or to private individuals for non-business purposes;
11. a contract of insurance where the dispute arises only in respect of the sum of money or other compensation payable under that contract;
12. monies owed to You, where the claim is made six months or more after those monies became due and payable;

13. mining subsidence or land subsidence;
14. the mining, processing, transport or storage of fibreglass;
15. the installation, removal or treatment of fibreglass materials;
16. the use of fibreglass or fibreglass products or products containing fibreglass;
17. the manufacture and/or processing of fibreglass or raw materials containing fibreglass;
18. injury including personal injury arising, directly or indirectly, out of the inhalation of, or fears of the consequences of exposure to, or inhalation of, asbestos, asbestos fibres or derivatives of asbestos;
19. that part of any loss, cost or expense for the cost of cleaning up, or removal of, or damage to, or loss of use of, property arising out of any asbestos, asbestos fibres or any derivatives of asbestos.

For the purpose of the paragraph above:

- (a) damage means physical loss, damage or destruction and resultant loss of use; and
 - (b) property means any tangible or intangible property and includes Property;
20. a matter where You or an Insured Employee:
 - (a) pursue or defend a claim or legal proceedings without Our consent or contrary to or in a different manner from that advised by the Appointed Solicitor;
 - (b) fail to give proper instructions in due time to the Appointed Solicitor or counsel appointed by them; or
 - (c) are responsible for delay which is prejudicial to the successful outcome of the claim or legal proceedings;
 21. when You are bankrupt or have committed an act of bankruptcy or have made an arrangement with Your creditors or have entered into a deed of arrangement or are in liquidation or part or all of Your affairs or property are in the care or control of a receiver;
 22. the breach or alleged breach of any professional duty, including advice or treatment advice, by You or an Insured Employee;
 23. damages for death, bodily injury, disease or illness of or to any person;
 24. damage to any property;
 25. the transit of any goods or property by air or by sea;
 26. bodily injury or loss of or damage to property or financial loss resulting from contamination or pollution caused by any trade waste, smoke, soot, fumes, liquids, gases or other substances discharged, dispersed, released or which have escaped into or upon land, the atmosphere or any watercourse or body of water unless that discharge, dispersal, release or escape is instantaneously caused by a sudden, unexpected and unintended happening;

27. the compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on or damage to any property;
28. the actual, planned or proposed construction, closure, modification or repair of roads or bridges or the actual, planned or proposed construction or demolition of buildings or other works by or under the order of any intergovernmental, governmental, public or local authority except insofar as the claim relates to accidental damage arising from such activities;
29. payment of fines or other penalties which You or an Insured Employee may be ordered to pay;
30. costs which You or an Insured Employee may be ordered to pay by a criminal jurisdiction;
31. relating to any criminal act committed deliberately or with wilful intent by You or an Insured Employee; or
32. any liability which would be covered under the Public and Products Liability cover section of this Policy.

Specific conditions applicable to Legal Power® Claims

You must obtain and forward to Us upon Our request and at Your expense a written opinion from Your solicitor, and where necessary counsel, on the merits of the claim or legal proceedings. If the claim is subsequently admitted by Us Your costs in obtaining these opinions will be covered under this cover section.

If We either refuse to accept or discontinue a claim We will tell You Our reasons. Whatever You decide, if You commence or continue the claim or legal proceedings and are successful We will pay Legal Costs and Expenses as if We had given Our consent in the first instance.

Representation

1. Upon making a claim You may either ask Us to nominate a solicitor to act for You or nominate a solicitor of Your choice.
2. If You ask, We will recommend the appointment of a solicitor and You will instruct that solicitor accordingly.
3. We reserve the right to refuse Your nomination of a solicitor without giving any reason and prior to Our acceptance of Your nomination of a solicitor We may make any enquires We deem appropriate with respect to that solicitor.
4. We reserve the right to instruct You to terminate the services of the Appointed Solicitor if it is in Your interests to do so. You must terminate the services of the solicitor and a new solicitor shall be appointed to act for You either nominated by You or appointed by Us as referred to above.
5. We reserve the right through Our employees, agents or solicitors to take over and conduct in Your name the pursuit, defence or settlement of any claim or legal proceedings including any appeal.

6. Before We accept Your nomination of a solicitor or if You fail to nominate a solicitor We shall be entitled but not bound to instruct a solicitor on Your behalf if We consider this necessary to safeguard Your immediate interests.

Control of Claim

1. We must have direct access to the Appointed Solicitor at all times. You must co-operate fully with Us in all respects and keep Us fully and continually informed of all material developments in the legal representation or proceedings. If We ask, You must instruct the Appointed Solicitor to produce to Us immediately any documents, information or advice in their possession and You must give them any instructions in relation to the conduct of the claim We may require.
2. We are not liable for the costs or fees of counsel, accountants or any expert witness unless We have given Our prior approval to the appointment of that person and agreed the proposed fee.
3. Any agreement, undertaking or promise made or given by You to the Appointed Solicitor or by either to any witness expert or agent will not in any way affect the Legal Costs and Expenses and Attendance Expenses payable.
4. The Appointed Solicitor or You must inform Us immediately in writing of any offer or payment into court made with a view to settling the claim and
 - (a) no agreement to settle which may result in a claim for indemnity under this cover section must be made without Our prior approval.
 - (b) If You do not accept any offer or payment into court but that amount is equal to or in excess of the total damages eventually recovered by You We shall have no liability in respect of any Legal Costs and Expenses or Opponents Civil Costs incurred after that offer or payment unless, upon being notified of the offer or payment into court, We agree to the continuation of the legal proceedings.
5. If in any legal proceedings You are not successful in Your claim or defence, no appeal or other proceedings will be covered unless We are notified in writing of the intention to appeal no later than six clear days before the time for making an appeal expires and We consider that there are reasonable prospects of such appeal succeeding.
6. If We ask, You must require the Appointed Solicitor to have the Legal Costs and Expenses or Opponents Civil Costs taxed, assessed or audited by the relevant authority.
7. If for any reason the Appointed Solicitor refuses to continue acting for You or if You withdraw Your instructions from the Appointed Solicitor then Our liability will cease forthwith unless in Our absolute discretion We agree to the appointment of another solicitor to continue with the claim.

8. If You withdraw from the claim without Our prior agreement then the Legal Costs and Expenses, Attendance Expenses and Opponents Civil Costs will become Your responsibility and We will be entitled to be reimbursed by You for any costs paid or incurred during the course of the claim including any Legal Costs and Expenses and Attendance Expenses We consider We are obliged to pay on Your withdrawal from the claim.
9. Where You are awarded costs, You must take steps to recover Legal Costs and Expenses and Attendance Expenses which would be the subject of payment under the Policy. The Legal Costs and Expenses and Attendance Expenses actually recovered will be taken into account by Us when calculating Our liability under this cover section.

Dispute Resolution

1. You must, at Our direction, use any Alternative Dispute Resolution (ADR) process available before taking legal action in respect of an insured dispute.
2. You must use Your best endeavours to have any Commercial Dispute resolved through ADR.
3. If You are a party to legal action in connection with a Commercial Dispute commenced by another party, You must suggest resolution of that Commercial Dispute by ADR as an alternative to continuing the legal action.

Subrogation

1. We are entitled to prosecute to the extent of the law for Our own benefit and in Your name any claim for indemnity or damages.
2. You must co-operate with Us fully in any proceedings which We may take and We shall have full discretion in the conduct of these proceedings and in the settlement of any claim.

Commercial Motor cover section

Words with special meaning

Some words have special meaning wherever they appear in this cover section. These words and their meanings are listed below.

Word or Term	Meaning
Agreed Value	The amount that We agree to insure Your Vehicle for including its standard accessories tools and spare parts that the manufacturer of the Vehicle supplies as standard equipment with the Vehicle, and any Specified Accessory shown in the current Policy Schedule.
Authorised Driver	A person controlling, driving or using Your Vehicle with Your consent
Contaminants or Pollutants	Includes smoke, vapours, soot, fumes acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants and other contaminants or pollutants.
Damage or Damaged	Sudden and unforeseen physical damage or destruction.
Dangerous Goods	<ul style="list-style-type: none"> ▼ substances which are shown in the Australian Code for the Transport of Dangerous Goods by Road or Rail; or ▼ liquid fuels, liquefied or compressed gasses, toxic chemicals, acids, organic peroxides, or corrosives; or ▼ infectious, explosive radioactive, or oxidising substances; or. ▼ substances with a flashpoint of below twenty two point seven degrees celsius (22.7°C).
Dangerous Goods Code	The most recent edition of the Australian Code for the Transportation of Dangerous Goods by Road and Rail that has been published by the federal Government of Australia. This is also known as the Australian Dangerous Goods Code or the ADG Code.
Emergency Repairs	Minor repairs which are essential for You to be able to drive Your Vehicle safely from an accident.

Word or Term	Meaning
Employee(s)	Any person: <ul style="list-style-type: none"> ▼ engaged in Your Business under a contract of service or apprenticeship; or ▼ Supplied to You pursuant to a contract of labour hire
Event or Events	One incident or all incidents of a series consequent on, or attributable to, one source or original cause.
Inexperienced Driver	A person who is 25 years or over and has not held a drivers licence for the class of vehicle being driven at the time of the Event for the past 2 consecutive years.
Loss or Losses	Sudden and unforeseen physical loss.
Market Value	The Value of Your Vehicle just before the Loss or Damage occurs, based on the age, condition and kilometres travelled of the Vehicle. To determine the market value of the Vehicle We may refer to an accepted motor Vehicle valuation guide used by the motor industry.
Personal Injury	<ul style="list-style-type: none"> (a) bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish and mental injury, including loss of consortium or services resulting therefrom; (b) false arrest, false imprisonment, wrongful detention, malicious prosecution or humiliation; (c) libel, slander or defamation of character; (d) wrongful entry or wrongful eviction or other invasion of privacy; (e) assault and battery not committed by You or at Your direction unless committed for the purpose of preventing or eliminating danger to persons or property.
Partial Loss	When We decide at Our option, to repair Your Vehicle, replace any part of it or reimburse You for any Loss of Damage to it. In this case We will not treat Your Vehicle as a Total Loss.
Penalty Claim	We consider an Accident to be Your fault unless: <ul style="list-style-type: none"> ▼ We agree that it was not Your fault; ▼ You prove that another person was completely responsible; and ▼ You tell Us that person's name, current address and the registration number of their vehicle.

Word or Term	Meaning
Personal Effects	<p>Personal items owned by You which are designed to be worn or carried but not:</p> <ul style="list-style-type: none"> ▼ cheques, credit cards, money or negotiable instruments; ▼ firearms; ▼ tools or items used in connection with Your Business.
Property Damage	<ul style="list-style-type: none"> ▼ destruction of tangible property including resultant loss of use; or ▼ loss of use of tangible property which has not been physically damaged or destroyed provided such loss
Reasonable Repair Costs	<p>If You choose Your own repairer, We will pay the amount We consider to be reasonable repair costs taking into account:</p> <ul style="list-style-type: none"> ▼ Your repairer's quote with any adjustment or reduction recommended by an experienced motor vehicle assessor We appoint, and ▼ a quote We may choose to obtain from one of Our Recommended Repairers
Recommended Repairer	<p>A repairer who has been appointed by Us as a recommended repairer because We have assessed the repairer as capable of meeting Our strict standards of quality workmanship, timeliness, efficiency and cost effectiveness.</p>
Replacement Vehicle	<p>A vehicle which You have bought to replace Your Vehicle which You have sold.</p>
Specified Accessory or Specified Accessories	<p>Accessories and equipment (including auxiliary equipment attached to earthmoving, lifting or maintenance vehicles) that</p> <ul style="list-style-type: none"> ▼ are not supplied by the manufacturer as original equipment; ▼ You tell Us about; ▼ are listed in the current Policy Schedule; ▼ are on or in a vehicle listed in the current Policy Schedule.
Substitute Vehicle	<p>A vehicle which does not belong to You and which You, Your spouse, de facto partner or an Employee are using while Your Vehicle is not in use because Your Vehicle is unroadworthy or undergoing repair.</p>

Word or Term	Meaning
Total Loss	<ul style="list-style-type: none"> ▼ when Your Vehicle is stolen and not recovered, or ▼ is Damaged so badly that it would cost more to repair than the Value of Your Vehicle, less the salvage of the wreck.
Value of Your Vehicle	<p>The Market Value or Agreed Value, whichever is shown on the Policy Schedule.</p>
Vehicle(s) (for the purpose of this cover section only)	<p>The vehicle(s) described on Your schedule. The following accessories will also be insured if they are attached to or in or on Your vehicle: baby capsule/car seats – bicycle carriers – binders – bonnet protector – built in refrigerators – built in televisions – bull bar – caravan annexe - cargo barrier – CB and/or 2 way radio – chains – cruise control – dash mats – decorative wheel trims – driving lights – fire extinguishers – fixed GPS units – floor mats – gates – headlamp guards – motor cycle helmets, gloves, or associated riding clothes up to a total of \$500 (if We pay a claim covering Your motorcycle) – mud flaps – paint protection – panel/rust protection – pinstriping/decals – protective mouldings – rear louver sunshade – registration plate covers – ring feeder – seat covers – side steps for a 4WD – sleeping box – sound systems (fitted as standard by manufacturer) – spare wheel cover – steering locks – tarpaulins – tools supplied as standard by the vehicle manufacturer or similar replacements – tow bars – vehicle signwriting costs for – weather shield – winch.</p> <p>It also includes other vehicle accessories or modifications if We have agreed to insure them as part of Your vehicle and they are shown on Your Policy Schedule.</p>

What types of Cover You can choose

You may choose which cover applies for each Vehicle that You insure. Each cover option is detailed below. The option You have chosen is shown on Your Policy Schedule.

Cover Options	Description of cover provided
Comprehensive	Part 1, Insured Events 1 to 5 (Inclusive) apply Part 2 applies
Legal Liability, Fire and Theft	Part 1, Insured Events 1 to 4 (Inclusive) only apply Part 2 applies
Legal Liability Only	Part 1 does not apply Part 2 applies.

You can ask Us at any time to change the cover option for any Vehicle and if We agree, there may be an additional premium or a refund of premium.

Cover for additional vehicles

We automatically provide cover for any additional vehicle You get during the Period of Cover. You must tell Us about the additional vehicle within 30 days of getting it and pay any extra premium We ask for.

If We are unable to continue covering the additional vehicle, We will tell You and give You 5 working days from the date We tell You so You can organise to insure the vehicle elsewhere. Cover on the additional vehicle will then end at 4pm 5 days after We have told You We are unable to continue covering the additional vehicle.

If You have only one type of cover option for Your Vehicle/s, We will automatically provide that cover option for an additional vehicle You get during the Period of Cover (unless You tell Us You want another cover option).

If You have Vehicles insured with Us for more than one type of cover option, We will automatically provide the cover option with the better cover for an additional vehicle You get during the Period of Cover (unless You tell Us You want another cover option).

Unless a higher amount is shown on Your Policy Schedule for additional vehicles or We have agreed to insure an additional vehicle that is similar for a higher amount, the most We will pay for a claim involving an additional vehicle is:

- ▼ \$10,000 if Your Vehicle is a motorcycle, caravan or trailer not exceeding 2 tonne carrying capacity.
- ▼ \$100,000 if Your Vehicle is a car, 4WD, utility or van of not more than 2 tonne carrying capacity.
- ▼ \$300,000 for any other vehicle type.

Part 1 – Loss or Damage to Your Vehicle

What You are covered for under Part 1 Loss or Damage to Your Vehicle

We will pay for Loss or Damage to Your Vehicle caused by any of the following Insured Events:

1. Fire;
2. Explosion;
3. Lightning;
4. Theft or attempted theft;
5. Any other cause;

Provided it happens during the Period of Cover and occurs within the Commonwealth of Australia.

How We will pay Your claim under Part 1 Loss or Damage to Your Vehicle

If We agree to pay a claim, We will either pay You for a Partial Loss or a Total Loss. This is determined by the extent of the Loss or Damage, the cost of repair or replacement and the value of Your Vehicle.

If We agree to pay a claim for legal liability under any additional or optional cover in this part, the "Limits to what We pay" in part 2 of this cover section will apply.

Total Loss

If We accept a claim and decide Your Vehicle is a Total Loss, We will settle Your claim one of the following ways:

a) Market Value

If the Vehicle is shown on the Policy Schedule as having a Market Value, and the sum insured on Your Policy Schedule does not show a figure in dollars, We will pay You the Market Value of Your Vehicle.

If the Vehicle is shown on the Policy Schedule as having a Market Value, and the sum insured on Your Policy Schedule does show a figure in dollars, We will pay You the lesser of the Market Value or the sum insured

The Market Value of Your Vehicle includes accessories defined as Your vehicle plus any agreed accessory specified on Your Policy Schedule. We will deduct any Excess that is payable from the Market Value.

If We pay the Market Value or sum insured as a result of a Total Loss then Your cover for the Vehicle comes to an end. There will be no refund of the premium

b) Agreed Value

If the Vehicle is shown on the Policy Schedule as having Agreed Value, We will pay You the sum insured shown on the Policy Schedule for Your Vehicle.

The Agreed Value of Your Vehicle includes accessories defined as Your vehicle plus any agreed accessory specified on Your Policy Schedule. We will deduct any Excess that is payable from the Agreed Value.

If We pay the Agreed Value as a result of a Total Loss then Your cover for the Vehicle comes to an end. There will be no refund of the premium.

c) Legal Liability Fire and Theft

If the Vehicle is shown on the Policy Schedule as having Legal Liability Fire and Theft cover, We will pay You the Market Value or sum insured shown on Your Policy Schedule for Your Vehicle, whichever is less. The Market Value of Your Vehicle includes accessories defined as Your Vehicle plus any agreed accessory specified on Your schedule. We will deduct any Excess that is payable.

If We pay the Agreed Value as a result of a Total Loss then Your cover for the Vehicle comes to an end. There will be no refund of the premium.

Your Vehicle, including any unexpired premium, registration and Compulsory Third Party insurance, becomes Our property when We pay You for the Total Loss.

If another party (eg. a bank) is shown as having an interest on Your Policy Schedule and Your Vehicle is a Total Loss, We pay them (instead of You) what You owe them up to the amount You are entitled to under this Policy. If this amount is less than the full amount payable under the Policy, We pay You the balance.

If You make a claim and another party is entitled to the salvage of Your Vehicle, We will pay You or them the sum insured shown on the Policy Schedule, less Our estimate of the salvage value, less any Excess and unpaid premium.

For an example of how We settle a total loss claim, see page 80 of this PDS.

Partial Loss

If We agree to pay a claim and decide Your Vehicle is a Partial Loss, We can arrange the repairs with a Recommended Repairer if one is available, or alternatively You can choose Your own repairer and arrange repairs with them.

Where We are able to provide You with access to one of Our Recommended Repairers, We will offer You a choice if there is more than one in Your area. However, We may only be able to nominate one Recommended Repairer if there are no others available.

Where We are unable to provide You with access to one of Our Recommended Repairers, We will require You to choose Your own repairer.

If We authorise repairs with a Recommended Repairer or Your own repairer We will:

- ▼ authorise the repair of Your Vehicle to its condition immediately before the Event;
- ▼ authorise only the use of new parts or genuine parts which are consistent with the age or condition of Your Vehicle;

- ▼ authorise only the use of manufacturer's approved parts if Your Vehicle is under warranty, but not when the Vehicle has an extended warranty or for windscreen replacement;
- ▼ only pay the Market Value of damaged parts We consider to be obsolete;
- ▼ replace damaged windscreen or window glass with glass which may not be produced by the original manufacturer but will meet Australian Design Rules;
- ▼ guarantee the quality of materials and workmanship in respect of the repairs for the life of the Vehicle.

Any repairer We authorise to repair Your Vehicle may subcontract some of the repairs to a person of their choice. This will usually occur when the repairer is unable to perform the repairs itself.

If You choose Your own repairer and We do not authorise repairs, we:

- ▼ will pay an amount equal to the Reasonable Repair Costs; and
- ▼ will not provide any guarantee for the quality of materials and workmanship in respect of the repairs.

We are not responsible for the costs which occur because of delays in delivery of parts. If a part is not available in Australia, We will pay the cost of surface freight from the nearest reasonable source of supply.

You are responsible for the cost of any air-conditioning refit, re-gas or modification required by law.

You may have to contribute to the cost of replacing or repairing tyres, engines, accessories, paintwork, bodywork, radiators, batteries, interior trims, or caravan annexes affected by wear and tear or rust and corrosion. How much You are required to pay will depend on how worn We consider these items were when the damage happened.

We will subtract any Excess that may apply.

For an example of how We settle a partial loss claim see page 81 of this PDS

Lifetime guarantee for repairs

If We authorise repairs for Your Vehicle, We will guarantee the repairs against any defect due to workmanship or faulty material for the life of Your Vehicle.

If You choose Your own repairer and We pay Reasonable Repair Costs instead of authorising repairs, We will not provide a lifetime guarantee for the repairs.

Underinsurance Condition

If at the time of the Event, Your Vehicle was insured for less than 80% of its Market Value and We decide Your Vehicle is:

- ▼ A Total Loss; We will pay the sum insured of the Vehicle specified in the Policy Schedule.
- ▼ A Partial Loss, We will pay the same proportion of the loss as the sum insured specified in the Policy Schedule bears to 80% of the Market Value of the insured Vehicle.

In assessing the amount We pay, prime movers and attached trailers and dollies are regarded as separate and distinct insured vehicles.

The Underinsurance Condition does not apply if the insured vehicle is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity.

Additional Benefits to Part 1 – Loss or Damage to Your Vehicle

If We agree to pay a claim for an Insured Event under this Part 1, We will also pay:

1. New Vehicle after a Total Loss

Applicable if the Vehicle is a motorcycle, car, 4WD, utility, van, prime mover, trailer over 2 tonne carrying capacity or rigid body truck insured for Comprehensive cover only.

If You are the first registered owner of Your Vehicle You can choose to accept a new Replacement Vehicle of the same make, model and series if:

- ▼ the Insured Event occurred within 2 years of the date of Your Vehicle's original registration;
- ▼ the Replacement Vehicle is available in Australia; and
- ▼ anyone who provided finance for Your Vehicle agrees in writing.

We will also pay all on-road costs and Your insurance Policy will continue to its expiry date if We agree to continue to insure You, and You pay any additional premium that We require.

The new vehicle benefit does not apply if Your Vehicle:

- ▼ has a stock, tanker or vacuum application;
- ▼ is a concrete agitator vehicle;
- ▼ is a garbage compactor;
- ▼ is a concrete pumping truck; or
- ▼ is any other specialised rigid vehicle body type.

2. Personal Effects

Applicable if the Vehicle is insured for Comprehensive cover only.

We will pay the reasonable costs if Your or the Authorised Driver's Personal Effects are damaged or lost as a result of Your Vehicle being:

- ▼ Damaged in the Insured Event; or
- ▼ stolen as a result of forcible entry.

We will not pay:

- ▼ more than \$1,000 for any one Event; or
- ▼ if such Personal Effects are insured under another Policy

3. Funeral expenses

Applicable if the Vehicle is insured for Comprehensive cover only.

We will pay for the associated burial or cremation costs if the driver of Your Vehicle sustains a fatal injury during an Event (whether or not death occurs at the time of the Loss), and travel costs within the Commonwealth of Australia, for the deceased driver or any member of the deceased driver's immediate family.

This benefit will not be reduced by any accident compensation.

We will not pay more than \$5,000 in any one Period of Cover.

We will not pay if the death happens:

- ▼ more than 12 months from the date of the Insured Event or
- ▼ because the driver committed suicide.

We will not pay if We have paid an amount for the Personal Accident benefit.

4. Personal Accident

Applicable if the Vehicle is insured for Comprehensive cover only.

We will pay \$5,000 if Your Vehicle was being driven by You or any Authorised Driver and, as a direct and sole result of the Insured Event, the driver:

- ▼ permanently and totally loses sight in one or both eyes; or
- ▼ permanently and totally loses the efficient use of one or both hands or feet.

We will only pay one claim of \$5,000 for any one Event. We pay the driver.

We will not pay if the Loss happens:

- ▼ more than 12 months from the date of the Insured Event; or
- ▼ because the driver attempted to committed suicide.

5. Emergency Repairs

Applicable if the vehicle is insured for Comprehensive cover only.

We will pay reasonable costs if You need Emergency Repairs so You can get Your Vehicle to Your destination or a repairer after an Insured Event.

If You need Emergency Repairs We give You the authority to arrange these matters on Our behalf. You must produce tax invoices and receipts for all costs if We ask for them.

For any one Insured Event, We will not pay more than:

- ▼ \$500 for a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity; or
- ▼ \$3,000 for all vehicle types other than a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity

6. Emergency Travel

Applicable if the Vehicle is insured for Comprehensive cover only.

We will pay reasonable costs of emergency travel for You or the Authorised Driver and any Vehicle occupants if Your Vehicle was unroadworthy or unsafe to drive. If You need emergency travel We give You the authority to arrange these matters on Our behalf. You must produce tax invoices and receipts for all costs if We ask for them.

We will not pay more than \$1,250 for any one Insured Event.

7. Emergency Accommodation

Applicable if the Vehicle is insured for Comprehensive cover only.

We will pay reasonable costs for temporary accommodation:

- ▼ for You or the Authorised Driver's emergency accommodation if the Insured Event was more than 100km from Your home or the Authorised Driver's home and Your Vehicle was unroadworthy or unsafe to drive.
- ▼ If Your Vehicle is an unregistered on-site caravan and it is damaged by an Insured Event, provided that the unregistered on-site caravan is Your only home and You can't live in it as a result of the Insured Event.

If You need overnight accommodation We give You the authority to arrange these matters on Our behalf. You must produce tax invoices and receipts for all costs if We ask for them.

We will not pay more than \$1,250 for any one Insured Event.

8. Removal of debris

Applicable if the Vehicle is insured for Comprehensive cover only.

If You are liable to pay the cost of cleaning up or removing goods that have fallen off Your Vehicle because it was in a collision or it overturned, We will pay those reasonable costs. You must provide invoices or other proof of payment of costs if We ask for them.

We will not pay more than \$25,000 in any one Event.

9. Vehicle modifications

Applicable if the Vehicle is insured for Comprehensive cover only.

We will pay the reasonable costs of modifying the vehicle for any driver of Your Vehicle who is permanently disabled following an Insured Event.

We will not pay more than \$3,000 in any one Period of Cover.

10. Towing and storage

Applicable if the Vehicle is insured for Comprehensive cover, Legal Liability Fire and Theft cover only.

We will pay the reasonable and necessary costs of towing Your Vehicle when Your Vehicle cannot be driven to;

- ▼ Our nearest Assessing Centre;
- ▼ a Recommended Repairer that We nominate; or
- ▼ a repairer We agree to; and

We will also pay the reasonable costs of storing Your Vehicle.

We do not cover:

- ▼ storage costs for any period after Your claim is settled; or
- ▼ the costs of towing or storage of Your Vehicle if it is insured for Legal Liability Fire and Theft cover only and the Event was not fire or theft.

11. Hire vehicle after theft

Applicable if the Vehicle is insured for Comprehensive cover, Own Damage, Legal Liability Fire and Theft cover only.

We will pay for a hire vehicle of a similar make and model to Your Vehicle for up to 30 days if Your Vehicle is stolen and either not found or is found but is not driveable. This benefit stops if:

- ▼ Your Vehicle is returned undamaged;
- ▼ We repair Your Vehicle and return it to You; or
- ▼ We have settled Your claim.

You are responsible for all running costs and extras of the hire vehicle, including paying a deposit to the hire vehicle company. If You withdraw Your claim or We refuse to accept it, You might have to refund to Us any payments for the hire vehicle We have already made.

We will not pay more than \$3,000 for any one Event.

12. Lease Payout – motorcycle, car, 4WD, utility or van not exceeding 2 tonne carrying capacity

Applicable if the Vehicle is insured for Comprehensive cover only.

We will pay the difference when the amount owing by You under a lease or a hire purchase agreement is greater than the Market Value or Agreed Value of Your Vehicle if it was a Total Loss.

We will deduct:

- ▼ any amounts or interest in arrears at the time of the Loss or Damage; and
- ▼ discounts in respect of finance charges or interest for the unexpired term of the financial agreement.

We will not pay:

- ▼ more than 20% of the Market Value or Agreed Value of Your Vehicle.

We will not pay the lease payout:

- ▼ when the loss or damage to Your Vehicle was caused by fire or theft; or
- ▼ if Your Vehicle was purchased via a personal loan or line of credit.

13. Lease Payout – vehicles other those referred to in Additional Benefit 12

Applicable if the vehicle is insured for Comprehensive cover only.

We will pay the difference when the amount owing by You under a lease or a hire purchase agreement is greater than the Market Value of Your Vehicle if it was a Total Loss.

We will deduct:

- ▼ any amounts or interest in arrears at the time of the Loss or Damage; and

discounts in respect of finance charges or interest for the unexpired term of the financial agreement.

We will not pay:

- ▼ more than 12.5% of the sum insured of Vehicle shown in the Policy Schedule.

We will not pay the lease payout:

- ▼ when the loss or damage to Your Vehicle was caused by fire or theft, or
- ▼ if Your vehicle was purchased via a personal loan or line of credit.

Additional Cover to Part 1- Loss or Damage to Your Vehicle

If You have Comprehensive cover, Your cover is extended to cover the following Additional Cover provided that We will not pay if the Loss or Damage or liability is excluded by any of the exclusions in Commercial Motor cover section (to avoid doubt including the exclusions in Part 2 of the Commercial Motor cover section) or the General Policy exclusions:

1. Two-wheel or box trailer

When Your two-wheel trailer or box trailer is attached to or being towed by Your Vehicle, We will cover Loss or Damage to Your trailer.

We will not pay more than \$1,000 for any one Event. If We agree, You can insure Your trailer for more if You insure it as a separate insured Vehicle under Your Policy.

2. Locks and Keys

We will pay the cost of replacing the keys or re-coding Your Vehicle's locks, less any Excess, if the keys to Your Vehicle:

- ▼ have been stolen even if Your Vehicle was not;
- ▼ have been damaged or lost after an Insured Event; or
- ▼ may have been duplicated and there are reasonable grounds to believe so,

in the Period of Cover.

We will not pay more than \$3,000 for any one Event.

3. Hired vehicle

If You hire a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity:

(a) but do not insure it with the hiring company, We will pay for:

- ▼ theft, Loss of or Damage to that vehicle in the Period of Cover; and
- ▼ Your legal liability for another person's Personal Injury or Damage to another person's property in the Period of Cover which You cause while You are driving or in control of the hired vehicle.

(b) and You did insure the hired vehicle with the hiring company for the theft, Loss or Damage or liability, We will pay any Excess You are required to pay to the hiring company under that insurance during the Period of Cover.

We will not pay more than \$40,000 for the Loss or Damage to the hired or the hired vehicle excess for any one Event.

You must pay to Us an Excess of \$500 for any claim accepted by Us under this additional cover.

4. Recovery costs – no damage

We will pay the reasonable cost of removing Your Vehicle to a place of safety following it becoming immobilised, bogged or stranded in the Period of Cover even if there is no damage to Your Vehicle.

You must pay:

- ▼ for the recovery costs; and
- ▼ provide tax invoices and receipts for all costs if We ask for them.

This additional cover does not apply if Your Vehicle is immobilised, bogged or stranded solely as a result of Vehicle failure or breakdown.

We will not pay more than \$5,000 for any claim under this additional cover.

You must pay the Excess applicable to Your Vehicle for any claim under this additional cover.

5. Theft of certain vehicle accessories

If any of the following accessories that would normally be attached to or in or on Your Vehicle are stolen in the Period of Cover We will pay the reasonable cost to replace them, even if the theft occurs while they are not attached to Your Vehicle or if they are not shown on Your Policy Schedule:

- ▼ Buckets;
- ▼ Chain trencher;
- ▼ Hammer;
- ▼ Laser;
- ▼ Pallet forks;
- ▼ Post hole borer;
- ▼ Ramps;
- ▼ Ripper;
- ▼ Rock breaker;
- ▼ Sweeper.

We will not cover these accessories if:

- ▼ You do not give Us evidence to satisfy Us that the sum insured in the Policy Schedule reflects the value of Your Vehicle plus the accessories; and
- ▼ You cannot prove You owned the accessories.

6. Vehicles being test driven by You

If a vehicle is being demonstrated to You or test driven by You or Your Authorised Driver, We will cover Your legal liability for:

- ▼ theft of, Loss or Damage to that vehicle; or
- ▼ another person's Personal Injury or Property Damage in connection with these of that vehicle,

in the in the Period of Cover

We will not pay more than \$100,000 for the theft of, Loss or Damage to the demonstration or test driven vehicle or Your legal liability.

You must pay to Us an Excess of \$1,000 in addition to any other Excess that may be applicable for any claim accepted by Us under this additional cover.

Optional benefits under Part 1 -Loss or Damage to Your Vehicle

The following optional benefits can be chosen by You. The optional benefits are subject to the type of vehicle and are available for Comprehensive cover only. The optional benefits You have chosen will be set out in the Policy Schedule.

We will not pay if the Loss, Damage or liability is excluded by any of the exclusions in the Commercial Motor cover section, (to avoid, doubt, including the exclusions in Part 2 of the Commercial Motor cover section), or the General Policy exclusions.

Optional benefit 1 – Windscreen excess waiver

You will not have to pay the basic Excess for the first windscreen or window glass claim for that Vehicle in any Period of Cover. If You have any additional windscreen or window glass claims during the same Period of Cover for that Vehicle, the basic Excess will apply.

This option will only apply if Your Vehicle is a car, utility, 4WD or van of not more than 2 tonne carrying capacity.

Optional benefit 2 – Rental vehicle following accident

If the Vehicle cannot be driven or is in need of repair following Loss or Damage as a result of an Insured Event, We will reimburse You for the cost of hiring a replacement vehicle:

- ▼ of a similar type to the Vehicle; and
- ▼ from the date the Vehicle is left at the repairers.

Please see additional cover 'Hired Vehicle' (page 71) for cover applicable to and caused by the rental vehicle.

We will not pay:

- ▼ if Your Vehicle is anything other than a car, utility, 4WD or van of not more than 2 tonne carrying capacity;
- ▼ if Your Vehicle is stolen;
- ▼ to hire a vehicle for any longer than the day after repairs to Your Vehicle have been completed;
- ▼ after Your claim has been paid if Your Vehicle is a Total Loss;
- ▼ the running costs of the rental vehicle;

- ▼ for any other non-rental costs which You may be liable to pay for under a hire agreement; and
- ▼ more than a total of \$1,500.

Optional benefit 3 – Protected No Claims Bonus

Where a Penalty Claim would affect Your no claims bonus, it will not be affected for that Vehicle provided that You have not made a previous Penalty Claim for an Insured Event occurring in the Period of Cover for that Vehicle.

This optional cover does not apply if Your Vehicle is anything other than a car, utility, 4WD or van of not more than 2 tonne carrying capacity.

This optional cover does not apply unless You are entitled to a maximum no claims bonus for a Vehicle,

Optional benefit 4 – Non-owned trailer in Control

Available if Your Vehicle is a prime mover or rigid truck exceeding 5 tonne carrying capacity.

We will pay for Loss of or Damage to a trailer You do not own lease or hire when:

- ▼ the trailer is in Your legal possession or control at the time of the Insured Event; and
- ▼ You or an Authorised Driver are using it in conjunction with the Vehicle identified on Your Policy Schedule as the 'Controlling Vehicle'.

We will not cover Loss of or Damage:

- ▼ to any trailer type that is not included on Your Policy Schedule;
- ▼ for more than sum insured shown on Your Policy Schedule ; or
- ▼ to goods or property being carried in the non-owned trailer.

Optional benefit 5 – Damage to towed vehicles

We will pay under all amounts You become legally liable to pay as damages :

- ▼ for Property Damage or Personal Injury arising out of any vehicle being towed, retrieved or carried by Your Vehicle; or
- ▼ for Damage to any motor vehicle being towed, retrieved or carried by Your Vehicle;

occurring in the Period of Cover.

We will not pay:

- ▼ more than \$150,000 for Loss of or Damage to the vehicle being towed, retrieved or carried; or
- ▼ if Your Vehicle and the vehicle being towed, retrieved or carried are not being operated within the provisions of any law relating to the use of a tow truck.

Optional benefit 6 – Conversion (larceny) of vehicles by trickery

We will pay the Loss of or Damage to a Vehicle arising out of larceny by trickery or false pretence provided that:

- ▼ A current drivers licence is first obtained by You from the person using the Vehicle and retained until the Vehicle is returned to You; and

- ▼ You or an Employee accompany any person who has been granted control for the purpose of demonstration or evaluation.

The exclusion for 'Conversion (larceny) by trickery' does not apply to this optional cover.

We will not pay more than the sum insured shown on the Policy Schedule for Conversion (Larceny), for any one Event.

What You are not covered for under Part 1 - Loss or Damage to Your Vehicle

We will not pay a claim for:

1. Loss or Damage to tyres

Loss or Damage to tyres caused by punctures, bursts, road cuts or the application of brakes.

2. Vehicle deterioration

Loss or Damage due to wear and tear, corrosion, rusting or depreciation.

3. Accessories

Any Vehicle accessories other than those:

- ▼ supplied by the manufacturer of Your Vehicle as original equipment; or
- ▼ Specified Accessories.

4. Failure or Breakdown

Structural, mechanical, electrical, or electronic failure or breakdown.

5. Safeguarding Your Vehicle

Loss or Damage caused by You failing to take reasonable steps to protect, prevent or diminish further Loss or Damage to Your Vehicle after:

- ▼ it breaks down;
- ▼ it is Damaged in an accident; or
- ▼ You have been notified that Your stolen Vehicle has been found.

6. Engine gearbox and transmission

Damage to Your Vehicle's engine, gearbox or transmission because it was driven in a Damaged condition after an Event unless We agree that You could not reasonably have known that the Damage was occurring.

7. Conversion, larceny or trickery

Loss or Damage to Your Vehicle caused by conversion (larceny) or trickery.

8. Lawful seizure

Loss or Damage caused by or arising from any person or organisation who lawfully takes possession of Your Vehicle.

9. Accidental damage

Loss or Damage caused by Insured Event 5 if Your Vehicle is insured for Legal Liability, Fire and Theft only.

How You earn a no claim bonus

A no claims bonus recognises Your good driving and claims history record where You are insured for comprehensive cover.

Your Policy Schedule will show the type of no claims bonus You are entitled to (if any), and Your premium will be charged accordingly.

If You are not entitled to a maximum no claims bonus, You will earn an entitlement to a bonus for the next Period of Cover if there has been no Loss or Damage that falls within the definition of a Penalty Claim.

The following no claims bonus will apply if You qualify for a no claims bonus:

For sedans, station wagons, 4 wheel drives or goods carrying vehicles with a carrying capacity of less than 2 tonnes:

Year	Existing Bonus	Renewal Bonus
1st Year	0%	25%
2nd year	25%	45%
3rd Year	45%	55%
4th Year	55%	65%
Subsequent Years	65%	65%

For all other vehicles:

Year	Existing Bonus	Renewal Bonus
1st Year	0%	20%
2nd year	20%	30%
3rd Year	30%	40%
4th Year	40%	50%
Subsequent Years	50%	50%

Protected no claims bonus

If You are entitled to a maximum no claims bonus of 65% for sedans, station wagons, 4 wheel drives, or goods carrying vehicle with a carrying capacity of 2 tonnes or less, You also have the option when You first take out the Policy, or upon renewal, to protect Your no claim bonus for that Vehicle. An additional premium is payable to extend the Policy to include this option.

How making a claim could affect Your no claim bonus

If an Event is not Your fault

If You did not lodge a Penalty Claim during the Period of Cover, then Your no claims bonus will not be detrimentally affected at renewal of Your Policy.

Windscreen claims

When You renew Your Policy, Your no claims bonus will not be affected for any windscreen or window glass claim You make.

Other claims

When You renew Your Policy, We reduce Your no claim bonus for each Penalty Claim You have made during the Period of Cover unless You have selected the Protected No Claims Bonus optional benefit.

If You have selected the Protected No Claim Bonus optional benefit for the Vehicle involved in a claim, We will not count that first Penalty Claim on that Vehicle during the Period of Cover.

The amount We reduce Your no claim bonus to, is set out below:

For sedans, station wagons, 4 wheel drives or goods carrying vehicles with a carrying capacity of less than 2 tonnes:

Your current No Claims Bonus	Following 1 Penalty Claim	Following more than 1 Penalty Claim
65%	45%	Nil
55%	25%	Nil
45%	Nil	Nil
25%	Nil	Nil
Nil	Nil	Nil

For all other vehicles:

Your current No Claims Bonus	Following 1 Penalty Claim
50%	30%
40%	20%
30%	Nil
20%	Nil
Nil	Nil

Part 2 – Legal Liability

Words with Special Meaning

Some words have special meaning wherever they appear in Part 2 of this cover section. These words and their meanings are listed below.

What is Legal Liability?

Legal Liability means that an Australian court or a court of an Australian external territory finds, or We accept, that:

- ▼ You;
 - ▼ an Authorised Driver;
 - ▼ a passenger in Your Vehicle is; or
 - ▼ Your employer, principal or business partner;
- are legally responsible to pay compensation for:
- ▼ Property Damage to property owned or controlled by someone else; or
 - ▼ the death of, or bodily injury to, another person (but only where the Legal Liability is not covered or capable of being covered by any compulsory third party insurance or public liability insurance).

For the purpose of Part 2 Vehicle also includes:

- ▼ a trailer;
 - ▼ a caravan; or
 - ▼ another vehicle which has broken down;
- that is being towed by Your Vehicle or a Substitute Vehicle:
- ▼ legally;
 - ▼ not for reward; and
 - ▼ only one at any one time.

When another person makes a claim for Legal Liability, that other person has the same obligation to observe the conditions of this Policy as You do.

What You are covered for under Part 2 - Legal Liability

We will pay a claim for Legal Liability if the Event that gives rise to the Legal Liability is one that is caused by:

1. You or another Authorised Driver driving, using or being in charge of Your Vehicle;
2. Your driving, using or being in charge of any other vehicle being used as a Substitute Vehicle;
3. goods being carried by or falling from Your Vehicle or a Substitute Vehicle;
4. loading or unloading Your Vehicle or a Substitute Vehicle on to a street or thoroughfare; or
5. a passenger in Your Vehicle with Your permission while travelling or getting in or getting out of Your Vehicle;

and happens during the Period of Cover and occurs within the Commonwealth of Australia and was not expected or intended to give rise to Legal Liability.

How We will pay Your claim under Part 2 – Legal Liability

If We agree to pay a claim for Legal Liability, We will pay:

- ▼ the compensation;
- ▼ legal costs and expenses if We have given Our prior written consent to Your incurring these costs; and
- ▼ costs and charges reasonably and necessarily incurred by You in removing or cleaning up debris unless stated in this cover section;

We will also pay for legal costs in representing You or any other person covered by this cover section at any inquest or other inquiry relating to an Event which may give rise to Your being liable, if We have given Our prior written consent to You incurring these costs.

You must pay any Excess that may apply.

Limits to what We pay

If We agree to pay a claim for Legal Liability, the most We will pay for all claims arising directly or indirectly from one Event is \$30 million but restricted to:

- ▼ \$1,000,000 where the Vehicle is being used for the transportation of Dangerous Goods or is attached to, or is towing, a Vehicle used for the transportation of Dangerous Goods; and
- ▼ \$500,000 during the Period of Cover in respect of all claims under "Additional Benefit 1 - Pollution" under Part 2 in this cover section.

These amounts include all legal costs and expenses.

These limits also apply to any cover for Your Legal Liability provided under any Additional Benefit, Additional Cover or Optional Cover of this cover section (both parts 1 and 2) unless a lower limit is specified in the benefit or cover. These limits are the most We will pay even if there are several claims against You relating to the one Event.

Additional Benefits to Part 2 – Legal Liability

If We agree to pay a claim under this Part 2, We will also pay the following:

1. Pollution

Your Legal Liability arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of Contaminants or Pollutants into or upon any property, land, the atmosphere, water course or body of water (including ground water) where such discharge, dispersal, release or escape:

- ▼ is caused by or in connection with the operation ownership possession or use by You or on Your behalf of any Vehicle;
- ▼ is caused by a sudden identifiable unintended and unexpected Event ;
- ▼ takes place in its entirety at a specific point in time during the Period of Cover; and
- ▼ does not relate to any property, land, air, water course or body of water which You own, occupy or have in Your custody or control.

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

The exclusion under 'What You are not covered for under Part 2 – Legal Liability – 13. Pollution' does not apply to this Additional Benefit.

We will not pay:

- ▼ more than \$500,000 during the Period of Cover; or
- ▼ if the Contaminants or Pollutants are Dangerous Goods.

2. Legal Liability for unregistered on-site caravans

If Your Vehicle is an unregistered on-site caravan, You are covered for Your Legal Liability, caused by Your use or occupation of the unregistered on-site caravan.

We do not pay for:

- ▼ amounts You must pay which are covered, or should be, by Medicare, workers compensation or another government scheme or arrangement, or private medical insurance; or
- ▼ Loss or Damage to the unregistered on-site caravan.

Additional Cover to Part 2 – Legal Liability

The cover provided by Part 2 Legal Liability is extended to cover the following Additional Cover provided that, in addition to all of the other Legal Liability exclusions in this Part 2, We will not pay if the Loss, Damage or Legal Liability is excluded by any of the exclusions in Part 1 of this cover section or the General Policy exclusions:

1. Damage by uninsured driver

Applicable if the Vehicle is insured for Legal Liability, Fire and Theft or Legal Liability Only.

Loss of or Damage to Your Vehicle in the Period of Cover as a result of a collision with another vehicle driven by an uninsured driver.

A driver is uninsured if neither the driver nor the owner of the other vehicle had an insurance Policy that would cover them for the Loss or Damage to Your Vehicle.

We only pay if:

- ▼ You show the Event was the fault of the uninsured driver and We agree; and
- ▼ You can identify the other vehicle and its driver (name, residential address, phone number and registration details).

We will not pay more than \$5,000 for Loss of or Damage to Your Vehicle during any one Period of Cover.

We will deduct:

- ▼ any Excess that may apply to Your Vehicle; and
- ▼ the residual value of the Vehicle if it is not repairable (You keep the damaged vehicle).

2. Indemnity to principal

Your Legal Liability as set out in Part 2, in respect of any vehicle not owned or supplied by You while that vehicle is being used or driven by You or an Authorised Driver in connection with Your Business.

3. Legal Liability for caravans and trailers

You are covered for Your Legal Liability as a result of:

- ▼ the actions of a caravan or trailer while it is being towed by Your Vehicle;
- ▼ a caravan or trailer running out of control after separating from Your Vehicle while Your Vehicle is moving; or
- ▼ another vehicle colliding or acting to avoid a collision with;
- ▼ property falling off a caravan or trailer while it is being towed by Your Vehicle; or
- ▼ property being loaded or unloaded from a caravan or trailer attached to Your Vehicle.

We do not cover loss or damage to:

- ▼ a caravan or trailer that is a Vehicle; or
- ▼ the property which is loaded or unloaded from or which falls from the caravan or the trailer.

We do not cover the cost to remove its trailer's or caravan's debris.

What You are not covered for under Part 2 – Legal Liability

We will not pay a claim for Legal Liability:

1. Dangerous Goods

which is a direct or indirect result of discharge or escape of Contaminants, Pollutants or other Dangerous Goods from Your Vehicle unless they are substances You are legally allowed to carry;

2. Property in Your custody or control

for Property Damage to property which You own, control or are responsible for, or which belongs to someone who normally lives with You;

3. Employers liability

for Personal Injury to anyone who was Your Employee at the time of the Event;

4. Statutory liability

for Personal Injury if You were or anyone else was required by law to have insurance for compensation, damages or similar insurance for injury (eg. compulsory third party insurance or workers compensation insurance required by law);

5. Northern Territory

in respect of death or bodily injury caused by or in connection with Your Vehicle, if Your Vehicle is registered in the Northern Territory of Australia;

6. Persons residing with You

where You cause Your own Personal Injury, or if You injure or cause the death of someone who normally lives with You;

7. Contractual liability

occurring because You, an Authorised Driver, a passenger in Your Vehicle, or Your employer, principal or business partner agreed to accept liability;

8. Unregistered Vehicle

resulting from the use of Your Vehicle if it was unregistered at the time of the Event, unless Your Vehicle is an unregistered on-site caravan;

9. Fuel Contamination

in respect of fuel contamination caused by You delivering:

- ▼ the incorrect type of fuel; or
- ▼ the fuel to the incorrect place;

10. Digging, excavating, boring or drilling

for Property Damage resulting from an Event arising out of the use of Your Vehicle while it is digging, excavating, boring or drilling.

However, We will pay if Your Vehicle is being used for the sole purpose of travelling to or from any work site or transporting or carting goods at the time of the Event and is not being used at the time of the Event for any other purpose including any specific activity for which the Vehicle was designed;

11. Fines and exemplary damages

to pay fines or punitive, exemplary or aggravated damages;

12. Asbestos

arising directly or indirectly from:

- ▼ the transportation, distribution, and or storage of asbestos, asbestos fibres or derivatives of asbestos;
- ▼ any material containing asbestos or any process of decontamination, treatment or control of asbestos.

This will only apply to death or bodily injury arising in consequence of inhalation of asbestos fibre or derivatives of asbestos, and Property Damage due to the presence of asbestos;

13. Pollution

except to the extent expressly provided in Additional Benefit – 1 Pollution, for Personal injury or Property Damage (including without limitation any associated clean-up or removal costs) arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of Contaminants or Pollutants into or upon any property, land, the atmosphere, water course or body of water (including ground water), where such discharge, dispersal, release or escape.

Application of Excess

An Excess is the amount You might have to pay if You claim. Excesses apply to all claims, unless stated otherwise on Your Policy Schedule or an Endorsement.

The basic Excess or vehicle Excess is shown on Your Policy Schedule. The amounts for any other Excesses are detailed below. You might have to pay more than one type of Excess when You claim. You must pay the Excesses in full.

We will decide if You pay the Excess to Us (when We ask for it) or to the repairer when You pick up Your Vehicle after it has been repaired. We can also choose to deduct the Excess from the amount We pay You.

You don't pay any Excess when Your Vehicle is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity if:

- ▼ Another vehicle is involved, We agree the driver of Your Vehicle was not at fault, and You can identify the other vehicle and the other driver responsible (name, residential address, phone number and vehicle registration details); or
- ▼ No other vehicle is involved, We agree the driver of Your vehicle was not at fault, and You can identify another person at fault (name, residential address and phone number) and prove that they were at fault.

Types of Excesses

Basic Excess

Basic Excess is the amount shown on Your Policy Schedule.

Age or Inexperienced Drivers Excess

An age or Inexperienced Driver Excess applies if a driver under 25 or an Inexperienced Driver was in charge of Your Vehicle at the time of an Event. This Excess will not apply to glass, damage while parked, fire, malicious damage, theft or storm claims.

If We accept a claim where the driver was less than 25 years of age or was an Inexperienced Driver, the following age or Inexperienced Driver excesses will apply to the claim when:

- ▼ the vehicle is a car, 4WD, utility or van not exceeding 2 tonne carrying:
 - ▼ for drivers under 21 years of age \$500;
 - ▼ for drivers 21 years of age or older \$300;
 - ▼ for Inexperienced Drivers \$250.
- ▼ the Vehicle is a prime mover and:
 - ▼ the sum insured for the prime mover is less than \$100,000 or it is insured for Legal Liability only – the age or Inexperienced Driver Excess is \$2,500 or \$3,500 if the prime mover was towing more than one trailer at the time of the Event.
 - ▼ the sum insured for the prime mover is \$100,000 or more, but not more than \$200,000 – the age or Inexperienced Driver Excess is \$10,000 or \$15,000 if the prime mover was towing more than one trailer at the time of the Event.

- ▼ the sum insured for the prime mover is more than \$200,000 – the age or Inexperienced Driver Excess is \$25,000 or \$37,500 if the prime mover was towing more than one trailer at the time of the Event.

- ▼ the Vehicle is not a car, 4WD, utility, van not exceeding 2 tonne carrying capacity or prime mover the age or Inexperience Excess is \$750.

You must pay the age or Inexperienced Driver Excess in addition to any other Excess for Your Vehicle that may be payable. For the purposes of the application of the age or Inexperienced Driver Excess, a dolly is considered a trailer.

Tipping Excess

A tipping Excess applies if Your Vehicle is a trailer or rigid body truck and it is damaged while the tipping hoist is partly or fully extended. The tipping Excess is \$1,000 and You pay this in addition to any other Excess payable for Your Vehicle.

Non-Owned Trailer in Control Excess

A Non-owned trailer in control liability Excess applies if We accept a claim for Loss of or Damage to a non-owned trailer or trailers that are in Your legal possession or control at the time of the Event. The non-owned trailer excess is \$2,500 payable per trailer. If there is also a claim for Loss or Damage to Your Vehicle, You pay the Excess shown on Your Policy Schedule for Your Vehicle in addition to the Excess payable for the Loss or Damage to any non-owned trailer.

Hired Vehicle Excess

A hired vehicle Excess of \$500 applies to this additional cover.

You pay this in addition to any other Excess for Your Vehicle that may be applicable.

Vehicles Being Test Driven by You.

An Excess of \$1,000 applies to this additional cover.

You pay this in addition to any other Excess for Your Vehicle that may be applicable.

Theft Excess

A theft Excess of \$2,500 applies to the each claim for theft or damage occasioned by theft of:

- ▼ Your skid steer loader, excavator, loader, backhoe or bobcat, or
- ▼ any of their accessories, whether these accessories are attached to Your Vehicle at the time of the theft or damage or not.

You pay this in addition to any other Excess for Your Vehicle that may be applicable.

Endorsement Excess

An Endorsement Excess may apply if You have Endorsements to Your Policy. Any Endorsement Excess applicable to Your Policy will be shown in the Endorsement wording.

You pay the Endorsement Excess shown in the Endorsement wording in addition to any other Excess for Your Vehicle that may be payable.

Non-Owned Vehicle Excess

A non-owned vehicle Excess of \$500 applies for any claim accepted by Us in relation to a vehicle, or Your use of a vehicle, which is not a Vehicle.

You pay this in addition to any other Excess for Your Vehicle that may be applicable.

Radius Excess

A radius Excess applies if:

- ▼ We accept a claim for Loss or Damage to Your Vehicle or Legal Liability caused by it, and at the time of the Event, Your Vehicle is on a journey to or from a destination beyond the maximum radius of operation shown on Your Policy Schedule measured from Your vehicles garaged postcode shown on Your Policy Schedule.

The radius Excess is:

- ▼ \$500 if Your Vehicle is a truck or bus;
- ▼ \$2,500 if Your Vehicle is a trailer which at the time of the Event was being towed by a prime mover or \$500 if being towed by a truck; or
- ▼ \$7,500 if Your Vehicle is a prime mover.

You pay the radius Excess in addition to any other Excess for Your Vehicle that may be payable.

Application of Excess involving trailer and towing vehicle.

If a trailer being towed by a Vehicle damages the property of another person and:

- ▼ only the trailer was damaged, the Excess for the towing Vehicle will apply; or
- ▼ there is no damage to either the trailer or towing Vehicle, the Excess for the towing Vehicle will apply.

When We will not pay a claim under this cover section Part 1 - Loss or Damage to Your Vehicle & Part 2 – Legal Liability

1. You are not covered for an Event occurring when Your Vehicle is being driven by, or is in the charge of, someone who:
 - ▼ was under the influence of, or had their judgement affected by, any alcohol or drug;
 - ▼ had more than the legal limit of alcohol in their breath or blood, as shown by analysis;
 - ▼ refused to take a legal test for alcohol or drugs; or
 - ▼ was not licensed, not correctly licensed or not complying with the conditions of their licence.

We will cover You if You were not the driver or person in charge of Your Vehicle at the time of the Event and You can satisfy Us that You did not know, and could not have reasonably known, of any of the above circumstances. If We pay a claim We can recover those costs from the person who was driving or in charge of Your Vehicle, unless the law prohibits recover by us.

2. You are not covered under this Cover Section:
 - ▼ if You or an Authorised Driver does something or neglects to do something that is not in accordance with this Policy or does not give Us the information or assistance that We ask for;
 - ▼ for loss, damage or Legal Liability arising while Your vehicle is being driven or used at, in or on any Aircraft hangar or any part of an airport or airfield used by Aircraft for loading, unloading, taxiing, takeoffs or landings;
 - ▼ for theft of or malicious Damage to Your Vehicle when anyone insured under this Policy has not taken reasonable care to prevent this Loss or Damage;
 - ▼ for financial loss:
 - ▼ Occurring because You cannot use Your Vehicle;
 - ▼ Because Your Vehicle's value was less after being repaired; or
 - ▼ Because Your Vehicle's working life has been reduced;
 - ▼ for Loss of or Damage to a drill rod or bit attached to Your vehicle while the drill rod or bit is being used for its designed purpose. For the purposes of this exclusion, a drill rod or bit includes any part attaching to or forming part of the drill rod or bit including but not limited to pipes, guides, filters, gaskets, plugs, caps, beacon housings, tool heads, nozzles and/or any other electronic mechanism;
 - ▼ for the cost to repair or replace burnt out electric motors or wiring of appliances in Your caravan;
 - ▼ for Damage to Your caravan, caravan annexe, trailer or personal effects caused by biting, chewing or scratching by an animal or bird;
 - ▼ for Damage to Your caravan, caravan annexe or Personal Effects caused by any tenant;
 - ▼ if Your unregistered on-site caravan is unoccupied for 60 consecutive day. (If You want cover over 60 days, You need to ask Us for an extension of time and We must agree in writing. We might charge an extra premium or impose special terms.);
 - ▼ for action by the sea or high water;
 - ▼ for Loss or Damage caused by any biological, bacterial, viral, germ, chemical or poisonous pollutant or contaminant or any looting or rioting following these occurrences;
 - ▼ for theft by anyone who has hired or leased Your Vehicle or who has taken it as security for a debt;
3. You are not covered if, at the time of an event, Your Vehicle was:
 - ▼ damaged, unsafe or unroadworthy;
 - ▼ being used in a race, contest, trial, test, hill climb or any similar activity;

- ▼ being used on a competition race track, circuit, course or arena;
- ▼ being used by You for illegal purposes;
- ▼ carrying passengers for payment or reward unless it was a car pool, child car arrangement or fare paying passenger bus;
- ▼ carrying a greater number of passengers than it was designed for or is allowable according to law;
- ▼ conveying, towing, lifting or carrying a load not secured according to law;
- ▼ conveying, towing, lifting or carrying a load in excess of that which is was designed for or is allowable according to law;
- ▼ being used to move Dangerous Goods or substances that pollute or contaminate unless this was done legally;
- ▼ travelling on railway lines; or
- ▼ being used for subterranean mining (but We will cover You if Your vehicle was being used for open cut mining).

Claim payment examples

The following worked dollar examples are designed to assist in the understanding of some of the important benefits in this Commercial Motor cover section and how claims are calculated. The examples do not cover all scenarios or all benefits and do not form part of Your Policy terms and conditions. The following should be used as a general guide only. You should consider all examples as each example covers different benefits and scenarios.

Total Loss, Market Value

A car that has a carrying capacity of not more than 2 tonnes is comprehensively insured for market value. The basic excess is \$500. The vehicle is damaged in an accident and We assess the cost of repair to be \$20,000. We decide it is a total loss.

The market value is determined as follows:

The vehicle is an 8 year old sedan in poor condition. A motor vehicle guide records the value is \$20,000 for good condition. We assess the market value to be \$15,000 (GST inclusive).

How much We pay		Further information
Market value sum insured	\$15,000	The vehicle is a total loss with a market value of \$15,000. We normally decide the vehicle is a total loss if the complete repair cost, less the salvage value of the vehicle is equal to or higher than the Sum Insured.
Less ITC	- \$1,364	If You are registered for GST and entitled to an Input Tax Credit (ITC) We will deduct this entitlement. In this example You are entitled to a full Input Tax Credit (100%). We will not deduct this entitlement if Your vehicle is insured for Agreed Value.
Less outstanding premium	-\$300	If You paid Your insurance by pay by the month instalments, We will deduct the remaining instalments for the period of insurance. In this example, there are three \$100 per month instalments remaining when total loss occurs.
Less excess	-\$500	Only the basic excess applies in this example. We deduct this from the amount We pay to you.
Total claim	\$12,836	We would normally pay the Total claim amount directly to You in a total loss situation.
Plus Lease Payout	\$2,200	If, instead of owning Your vehicle outright, Your vehicle was purchased under a finance lease and the amount owing was \$17,200 (excluding any payments in arrears and resulting interest), We will pay the difference between the amount owing under the finance arrangement and the market value (\$17,200 - \$15,000). This benefit has a limit of 20% of the market value (\$3,000).
Less ITC	-\$200	In this example You are entitled to a full Input Tax Credit (100%).
Total claim	\$14,836	We would normally pay the claim directly to Your financier and not to You in circumstances of a lease payout. You pay Your financier any amounts left owing.

If the vehicle in the above example was less than 2 years old at the time of the accident, instead of paying the claim above We can replace the vehicle with a new vehicle including similar accessories and parts plus on-road costs e.g. registration, compulsory third party, pre-delivery. You must pay the excess to the dealership who has provided the replacement vehicle or Us.

If the vehicle salvage is valued at \$1000, the salvage becomes Our property and We are entitled to keep the \$1000 proceeds of its sale plus any registration and compulsory third party insurance refund. This does not affect the calculations above unless You obtain these refunds directly in which case We will deduct these costs from the total claim above.

Example: Repair, Agreed Value

A vehicle is comprehensively insured for an agreed value of \$20,000. The basic excess is \$500. The vehicle is stolen and subsequently recovered, damaged, 25 days later. We assess the cost of repairs to be \$5,500.

How much We pay		Further information
Damage to vehicle	\$5,000	We normally decide the vehicle is repairable if the cost of repairs is significantly less than the sum insured (in this example the sum insured is the agreed value of \$20,000).
Less Excess	- \$500	Only the basic excess applies in this example. We normally require You to pay the excess directly to the repairer.
Total claim	\$5,000	We normally pay this amount directly to the repairer.
<i>If personal effects to the value of \$350 are also stolen during the theft:</i>		
Plus Personal Effects	-\$350	Personal effects cover is limited to \$1,000 per event. This extra benefit's sub-limit is in addition to the \$20,000 agreed value limit for vehicle.
Total claim	\$5,350	We normally pay the \$350 for personal effects to You (and the remaining \$5,000 directly to the repairer).
<i>If a replacement vehicle of a similar type for a cost of \$100 per day is arranged by Us:</i>		
Plus vehicle hire cost	+\$2,500	The cost per day times the number of days from the date of theft until the date of recovery is 25 x \$100. This benefit has a limit of up to 30 days and We will not pay more than \$3,000. Note: This benefit would not apply if the vehicle was damaged in an accident instead of stolen, unless the Policyholder also selected optional cover 2 'Rental vehicle following accident'.
Total claim	\$7,850	We normally pay the \$2,500 for vehicle hire directly to the hire company (the \$350 to You and the \$5,000 to the repairer).

Example: Legal Liability

A vehicle is insured for Legal Liability cover. The vehicle is involved in an accident and the other driver claims that the driver of Your vehicle has a legal liability for the accident. The damage to the other vehicle would be assessed by a court at \$12,500. There is a basic excess of \$500 on Your Policy. The legal costs to defend Your legal liability are \$3000.

How much We pay		Further information
Damage to other vehicle	\$12,500	We normally pay the cost of repairs directly to the third-party claimant.
Less Excess	- \$500	Only the basic excess applies in this example. We normally require You to pay this amount to Us before We act on Your behalf.
Plus Our legal costs	+ \$3,000	We incur and do not charge You for these costs providing You have paid Your excess prior to legal costs being incurred.
Total claim	\$15,000	

If the driver of Your vehicle was not at fault and the driver of the other vehicle was at fault but was not insured, and You provide Us with the details of the other driver. The basic excess is \$500. For the purposes of this example it is assumed that You do not have comprehensive insurance:

Uninsured vehicles additional cover	\$4,500	Your vehicle is not covered for own damage because Legal Liability cover was purchased. However, the 'uninsured vehicle additional cover' provides limited cover in these circumstances for up to \$5,000. For the purposes of this example, We assess that the damage to Your car will cost more than its market value of \$4,500. We decide it is not repairable.
Less ITC	- \$409.09	If the Policyholder is registered for GST and is entitled to receive an ITC in relation to the claim We will deduct \$409.09 from the Total claim above.
Less Excess	- \$500	Only the basic excess applies in this example. We deduct this from the amount We pay you.
Less residual value of wreck	- \$500	The remaining value of Your damaged vehicle. We deduct this from the amount We pay you.
Total claim	\$3,091.01	We normally pay this directly to you. You will keep the damaged vehicle.

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