

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section IA - Property: Fire and Defined Events

This section of the policy covers physical loss of or damage to your property from insured events including but not limited to events such as fire, lightning and explosion. We do not cover the theft of your property under this section. Along with any other sections of cover you have chosen, this document makes up Part 3 of your Product Disclosure Statement. Your Product Disclosure Statement is made up of parts 1, 2 and 3.

You can claim for **loss** of or **damage** to your **property** as described under “What we cover” if:

- ✓ “Fire and Defined Events” is shown under “What’s Covered” in the **schedule**;
- ✓ the insured events occur during the **period of insurance**;
- ✓ the **loss** or **damage** is not excluded under the “What we exclude” column of this section; and
- ✓ the **loss** or **damage** is not excluded by any of the General Exclusions listed in the Customer Information Booklet (known as Part 2 of the PDS).

<i>What we cover</i>	<i>What we exclude</i>
Loss of or damage to your property at your premises caused by one or more of the following insured events:	
1. Fire.	Loss of or damage to property caused by its own spontaneous combustion, fermentation or heating, or due to its undergoing any process involving the application of heat.
2. Lightning or thunderbolt.	
3. Explosion.	Loss of or damage to boilers and pressure plant (or their contents) resulting from the explosion.
4. Earthquake including subterranean fire or volcanic eruption or fire resulting from any of these.	We will not pay for 1.5% of the property insured amount , subject to a minimum of \$1,000 and a maximum of \$25,000.
5. Impact caused by: <ul style="list-style-type: none"> (a) any vehicle designed for use on land; (b) any aircraft or anything dropped from them; (c) space debris or debris from a rocket or satellite; (d) any animal; or (e) a falling tree or part of a tree. 	Loss or damage caused by the impact of any animal kept at the premises . Loss or damage caused by you or any person acting with your consent felling or lopping a tree.
6. Riot, civil commotion and labour disturbances.	Loss or damage caused by the stoppage or hindrance of work as a result of any industrial dispute.
7. Wind and/or water (including snow, sleet and hail).	Loss or damage: <ul style="list-style-type: none"> • of or to gates, fences, retaining walls, textiles, awnings, blinds or signs; • of or to property in the open, unless such property comprises part of a permanent structure designed to function without the protection of a wall or roof; • caused by flood; • caused by the action of the sea, high water or tidal wave; • caused by mudslide, erosion, landslide, rockslide or subsidence; • caused by steam or condensation; • caused by water entering the premises as a result of structural defect, faulty design or faulty workmanship; • caused by water seeping or percolating from outside the premises; or • caused by water directly from any sea, ocean, bay, port or tidal water; or • caused by wear and tear; but does not apply in respect of resulting loss or damage caused by wear and tear.
8. Sprinkler leakage caused by water discharge or leaking from any sprinkler installation, including the expense incurred in shutting off the water supply, removing water and any incidental cleaning operations.	
9. Vandalism or malicious persons, including damage to your property caused by burglars.	Loss of or damage to any gaming, amusement or vending machines or their contents where the machines are not located within the premises . Loss or damage caused by tenants. Loss caused by theft. Loss of or damage to glass and signs .

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What we cover	What we exclude
<p>10. Accidental damage.</p>	<p>We will not pay more than the total of the insured amounts at a premises under Fire and Defined Events or \$50,000 for any one claim, whichever is the lesser.</p> <p>Loss or damage which is insurable under any other section of the policy whether effected or not, or loss or damage which is excluded under any other section of the policy.</p> <p>Loss or damage caused by:</p> <ul style="list-style-type: none"> • any of the insured events 1 to 9, or any of the insured events' related exclusions; • mechanical, hydraulic, electrical or electronic breakdown; • wear and tear, gradual deterioration, scratching, marring, developing flaws, normal upkeep or any gradual cause; • vermin or insects; • corrosion, rust, oxidation, mildew, mould, wet or dry rot, contamination or pollution, dampness of atmosphere, variation in temperature, evaporation, disease, shrinkage; • change in colour, flavour, texture or finish; • inherent vice or latent defect; • loss of weight, exposure to light; • creeping, heaving, normal settling, shrinkage, seepage, vibration, expansion in buildings, pavements, roads, car parks and the like; • error or omission in design, plan, or specification, or failure of design, or failure during testing; • faulty materials or workmanship; • unexplained inventory shortage or disappearance resulting from clerical or accounting errors, or shortage in the supply or delivery of materials or goods; • theft; • data processing or media failure or breakdown or malfunction of a processing system including operator error or omission; • loading or unloading; • failure of the supply of water, gas, electricity or fuel; • infidelity, dishonesty, embezzlement, misappropriation, or fraud including forgery, erasure, counterfeiting by you or any employee; or • erosion, subsidence, landslip or mudslide or any other earth movement; • smoke or smut. <p>Loss of or damage to:</p> <ul style="list-style-type: none"> • livestock, animals, birds, fish, plants, landscaping or growing crops; • any electrical device (including wiring) caused by a surge in electrical current; • glass or signs; or • property damaged during the course of its processing or manufacture.
<p>Extra Benefits If we agree to pay a claim under Section IA – Fire and Defined Events we will also pay for:</p>	
<p><i>1. Fire extinguishment costs</i> the following reasonable costs necessarily incurred by you in extinguishing a fire either at your premises, immediately adjacent to your premises, or threatening to involve your property:</p> <ul style="list-style-type: none"> • wages for your employees; • replenishment of your fire fighting appliances; and • loss of or damage to materials unless otherwise specifically insured; 	<p>We will not pay more than:</p> <p>(a) \$25,000; or</p> <p>(b) the amount shown in the schedule whichever is the greater.</p>

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What we cover	What we exclude
<p>2. <i>Rewriting of documents</i> any reasonable labour costs necessarily incurred in reproducing or making good the loss of or damage to documents lost or damaged by the same insured event;</p>	<p>We will not pay more than: (a) \$25,000; or (b) the amount shown in the schedule whichever is the greater.</p>
<p>3. <i>Cost of tracing source of water damage</i> the reasonable costs necessarily incurred in locating the source of water damage if the loss or damage is caused by water bursting or leaking from pipes, water mains, tanks or drains;</p>	<p>We will not pay more than \$5,000 during any one period of insurance. We will not pay for the loss of or damage to the mains, tanks or source unless damaged by an insured event.</p>
<p>4. <i>Architects and surveyors fees</i> any reasonable architects', surveyors', consulting engineers', legal or any other fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred with our written consent, in rebuilding or repairing the building; We will not pay costs, fees or any other expenses for preparing any claim under this policy;</p>	<p>We will not pay more than: (a) \$5,000; (b) the amount shown in the schedule; or (c) the extent that the insured amount on buildings, stock or contents (whichever is applicable) has not been exhausted whichever is the greater.</p>
<p>5. <i>Temporary protection</i> any reasonable costs that are necessarily incurred by you for the temporary protection and safety of your property at your premises;</p>	<p>We will not pay more than: (a) \$25,000; (b) the amount shown in the schedule; or (c) the extent that the insured amount on buildings stock or contents (whichever is applicable) has not been exhausted whichever is the greater.</p>
<p>6. <i>Removal of Debris</i> the reasonable costs necessarily incurred for the removal of debris which means:</p> <ul style="list-style-type: none"> • removal, storage and disposal of debris from the premises; • removal, storage and disposal of debris from premises, roadways, services, railways or waterways owned by any other person or entity where you are liable at law to remove, store or dispose of such debris as a result of the damage together with the cost of cleaning up, provided that we will not pay <ul style="list-style-type: none"> (a) if such liability has arisen as a result of any agreement made by you unless liability would have attached in the absence of such agreement (b) if the debris is itself a contaminant or pollutant • demolition and removal of any of your property which is necessary for the purpose of repair or replacement. 	<p>We will not pay more than: (a) \$10,000; (b) the amount shown in the schedule; or (c) the extent that the insured amount on buildings stock or contents (whichever is applicable) has not been exhausted whichever is the greater.</p>
<p>The cover provided by Section IA – Fire and Defined Events is extended to cover:</p>	
<p>7. <i>Personal effects of directors, officers and employees</i> We will pay for loss or damage covered by insured events 1 to 9 of or to the personal effects of your directors, officers and employees damaged by the same insured event.</p>	<p>We will not pay if the loss or damage is excluded by any of the insured events 1 to 9 exclusions. We will not pay more than: (a) \$5,000 for any one person; and (b) \$10,000 for any one event.</p>
<p>8. <i>Temporary removal of property</i> We will pay for loss or damage covered by insured events 1 to 9 of or to property while temporarily removed from the premises or while in transit to or from the premises by road, railway, inland waterway or air.</p>	<p>We will not pay more than 10% of the stock and contents insured amount for stock and contents temporarily removed. We will not pay more \$20,000 in respect of buildings, landlords plant and machinery normally attached to the buildings but not used for any purpose of trade, and landlords fixtures and fittings attached to the building.</p>

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What we cover	What we exclude
	<p>We will not pay if:</p> <ul style="list-style-type: none"> the loss or damage is excluded by any of the insured events 1 to 9 exclusions; the property is a motor vehicle (except for Fork Lift Trucks and other similar appliances used to lift or convey goods within the confines of the premises); the property is located outside Australia at the time of loss or damage; the property had been removed for a period greater than 90 days at the time of loss or damage; the loss or damage is caused by insured event 5 while the property is in the open or in transit; or the loss or damage is caused by insured event 7, while the property is in the open or in transit.
<p>9. Capital additions If either buildings or contents are insured, we will amend the definition of property to include capital additions.</p>	<p>We will not pay more than 10% of the insured amounts shown by buildings and contents on such premises, or \$300,000, whichever is the lesser.</p>
<p>10. Branded goods If we agree to pay a claim for loss of or damage to branded goods, we will not sell them as salvage without your consent. If you do not agree to us selling the branded goods as salvage, we will only pay you the market value of the goods after brands, labels or names have been removed.</p>	
<p>11. Loss of land value If any requirement of a legal authority does not allow rebuilding of the premises or only allows partial rebuilding of the premises, we will pay the difference between the land value, after rebuilding or after we agree that rebuilding is not possible, and the land value before the loss or damage, less any sum paid by any legal authority by way of compensation.</p>	<p>We will not pay more than 10% of the insured amount shown by buildings or \$100,000 whichever is the lesser.</p>

What we pay for loss of or damage to buildings, contents or other property (excluding stock)

If we agree to pay a claim for **loss** of or **damage** to your **buildings, contents** or **other property** (but excluding **stock**) we will pay, at our option, the costs incurred to rebuild, replace or repair your **buildings, contents** or **other property** (excluding **stock**) so that it is returned as far as possible, to its condition and extent when new.

We will only pay these costs if you:

- start rebuilding, replacing or repairing without unreasonable delay. If unreasonable delays occur we will not pay more than what it would have cost to replace, repair or rebuild as at the date of **loss or damage**; and
- have maintained your **building, contents** or **other property** (excluding **stock**) in a good state of repair. If you have not, we will deduct an amount for depreciation before we pay any costs of rebuilding, replacing or repairing it. Any depreciation we apply is based on the age and condition of your **building, contents** or **other property** (excluding **stock**).

Additional expenses

If we agree to pay a claim for **loss** of or **damage** to **buildings, contents** or **other property** (excluding **stock**) and their respective **insured amount** has not been exhausted then we will also pay the following additional expenses up to the insured amount:

1. Cost of complying with statutory requirements

We will also pay the extra cost of repair of any **buildings** necessarily incurred to comply with the requirements of any statute or regulation of any municipal or statutory authority.

We will not pay for these additional costs if you had been required to comply with any requirements prior to the **loss or damage** occurring.

If the cost of repair of the building is less than 50% of the cost that would be incurred if your building had to be replaced, the amount we will pay for extra costs to comply with a statutory notice will be limited to the costs of complying in respect of the damaged part of the building only.

2. Reduced floor space

If due to any requirement of any law, local government or other statutory authority you are only able to replace your **building** with a reduced floor space then we will pay you the difference between the following on the completion of the rebuilding work:

- the estimated cost of repairing or replacing the **building** if the reduced floor space had not been required

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and

- the actual cost incurred in repairing or replacing the **building**.

We will not pay for these additional costs if we have agreed to only pay the **indemnity value of your building**.

The underinsurance proviso will not apply to these additional expenses.

Limits to what we pay

The most we will pay is the **insured amount** shown in the **schedule** for your **building, contents** or **other property** (excluding **stock**). The most we will pay for any one work of art, antique or curio is \$5,000 and \$20,000 for all such articles, unless a different amount is shown in the **schedule**.

If we agree to pay a claim for the **loss** of or **damage** to your **building**:

- the work of rebuilding, replacing, repairing or restoring, as the case may be, can be carried out upon another site and in a manner suitable to your requirements. However, this is subject to:
 - (a) the total costs of rebuilding, repairing or restoring not exceeding the **insured amount**; and
 - (b) the costs not being greater than what it would have cost us to repair or rebuild at the original site.
- If you decide not to replace, rebuild or repair your **building** and we agree, we will pay you the **indemnity value of the building**. We will not pay you replacement value.

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

If you are making a claim for **loss** or **damage** caused by earthquake, the **excess** shown in the **schedule** is increased to 1.5% of the **property insured amount**, subject to a minimum of \$1,000 and a maximum of \$25,000.

How a claim affects your insured amount

If we agree to pay a claim under this section, and you pay us any additional premium we require, then we shall reinstate the **insured amount** to the same amount as specified in the **schedule** at the time of the **loss** or **damage**, unless you request otherwise.

Underinsurance

In the event of a claim, if the **insured amount** is less than 85% of the value of the insured property we will only pay for a portion of your claim based upon the following formula:

$$\text{Claim amount} \times \frac{\text{insured amount}}{85\% \text{ of value of the category of property at time of loss or damage}}$$

This condition shall not apply if the amount of any **loss** or **damage** is not greater than 5% of the **insured amount** shown in the **schedule** for that category of property.

What we pay for loss of or damage to stock

If we agree to pay a claim for **loss** of or **damage** to your **stock** we will pay the costs necessary to repair or replace the **stock** destroyed or damaged to a condition substantially the same as, but not better or more extensive than, its condition at the time the **damage** occurred, taking into account depreciation, wear, tear, deterioration and whether the **stock** is obsolete.

Limits to what we pay

The most we will pay is the **insured amount** shown in the **schedule** for stock, but during the **seasonal increase period** this is increased by 30% or \$50,000 whichever is the lesser.

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

If you are making a claim for **loss** or **damage** caused by earthquake, the **excess** shown in the **schedule** is increased to \$25,000 or 1.5% of your **property insured amount**, whichever is the lesser.

How a claim affects your insured amount

If we agree to pay a claim under this section, and you pay us any additional premium we require, then we shall reinstate the **insured amount** to the same amount as specified in the **schedule** at the time of the **loss** or **damage**, unless you request otherwise.

Underinsurance

In the event of a claim, if the **insured amount** is less than 85% of the value of the insured property we will only pay for a portion of your claim based upon the following formula:

$$\text{Claim amount} \times \frac{\text{insured amount}}{85\% \text{ of value of the category of property at time of loss or damage}}$$

This condition shall not apply if the amount of any **loss** or **damage** is not greater than 5% of the **insured amount** shown in the **schedule** for **stock**.

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Section IB - Property: Theft

This section of the policy covers the loss of your contents and stock from theft, attempted theft, armed hold up, or an actual/threatened assault.

Along with any other sections of cover you have chosen, this document makes up Part 3 of your Product Disclosure Statement. Your Product Disclosure Statement is made up of parts 1, 2 and 3.

You can claim for **loss** of your **contents** and **stock** as described under “What we cover” if:

- ✓ “Theft” is shown under “What’s Covered” in the **schedule**;
- ✓ the insured events occur during the **period of insurance**;
- ✓ the **loss** or **damage** is not excluded under the “What we exclude” column of this section; and
- ✓ the **loss** or **damage** is not excluded by any of the General Exclusions listed in the Customer Information Booklet (known as Part 2 of the PDS).

<i>What we cover</i>	<i>What we exclude</i>
<p>Loss of your contents and stock at your premises caused by one or more of the following insured events:</p> <ol style="list-style-type: none"> Theft following actual forcible and violent entry to or exit from that part of the building occupied by you at the premises. Theft following assault or violence or threat to you (or your employees) or any other person lawfully at the premises (for example armed hold up). Theft of any contents in an office where there is no forcible and violent entry to or exit from the premises, up to a limit of \$2,500 for any one claim. 	<p>Theft from any yard, garden, verandah, outbuilding (including sheds or garages not attached to the building) or any other property outside the confines of the premises unless specified in the schedule.</p> <p>Theft of money or negotiable instruments.</p> <p>Theft of motor vehicles, trailers, aircraft or watercraft unless shown in the schedule.</p> <p>Theft or any attempted theft by any persons, including employees while lawfully at the premises.</p> <p>Damage to glass and signs.</p> <p>Theft of contents or stock when the premises are left unoccupied unless any burglar alarm system which protects the premises:</p> <ul style="list-style-type: none"> • is made operative; and • is maintained in a good working condition.
<p>Extra Benefits If we agree to pay a claim under this section we will also pay for:</p> <ol style="list-style-type: none"> <i>Security film</i> the cost of developing the film of security cameras following loss; <i>Personal effects of directors, officers and employees</i> we will pay for loss of personal effects of your directors, officers and employees at your premises, covered by insured events 1 and 2 of this section; <i>Temporary protection</i> the cost of temporary protection reasonably and necessarily incurred for the safety and protection of your property at your premises, following loss or damage for example boarding up, temporary night watchmen; <i>Damage to the buildings</i> damage to the buildings caused by theft if you are the tenant of the premises, whether we insure the buildings or not; <i>Theft of parts of buildings</i> loss of the buildings caused by theft if you own the buildings; <i>Rewriting of documents</i> the value of any reasonable labour costs incurred in reproducing or making good the loss of or damage to documents. 	<p>We will not pay if the loss is excluded by any of the insured events exclusions.</p> <p>We will not pay more than:</p> <ol style="list-style-type: none"> \$5,000 for any one person; and \$10,000 for any one event. <p>We will not pay more than \$5,000 during any one period of insurance.</p> <p>Loss or damage which you are not legally responsible for.</p> <p>We will not pay more than \$5,000 during any one period of insurance.</p> <p>We will not pay more than \$5,000 during any one period of insurance.</p> <p>We will not pay more than \$25,000 during any one period of insurance.</p>

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Section IB - Property - Theft cont.

<i>What we cover</i>	<i>What we exclude</i>
The cover provided by Section IB - Theft is extended to cover:	
<i>7. Replacement of locks</i> If the keys to your premises are lost or stolen we will pay the cost of recoding or replacing locks which secure external doors, windows and other openings of the premises , or the cost of re-keying the locks.	We will only pay under one section for any one occurrence . We will not pay for replacement of locks on internal doors, safes or amusement/vending machines. We will not pay more than \$5,000 during any one period of insurance .

What we pay for loss of your contents or loss of or damage to buildings following theft

If we agree to pay a claim for **loss** of or **damage** to your **contents, buildings** or **other property** (but excluding **stock**) we will pay, at our option, the costs incurred to replace or repair your **contents, buildings** or **other property** (excluding **stock**) so that it is returned as far as possible, to its condition and extent when new.

What we pay for loss of stock following theft

If we agree to pay a claim for **loss** of your **stock** we will pay the costs necessary to repair or replace the **stock** lost, to a condition substantially the same as, but not better or more extensive than, its condition at the time the **loss** occurred, taking into account, depreciation, wear, tear, deterioration and whether the stock is obsolete.

Limits to what we pay

The most we will pay for **cigarettes and liquor** is the amount shown for "cigarettes and liquor" in the **schedule**.

The most we will pay for **stock in trade** and **contents** is the amount shown for "stock in trade and contents" in the **schedule**.

We will increase the **insured amounts** shown in the **schedule** during the **seasonal increase periods** by 30% or \$50,000 whichever is the lesser.

How a claim affects your insured amount

Following the first claim which we pay in any one **period of insurance** which we pay under this section, we will automatically reinstate the **insured amount** to the same amount as specified in the **schedule** at the time of the **loss**, provided that you pay any additional premium required.

After this, if:

- (a) you request us to;
- (b) we agree; and
- (c) you pay us any additional premium we require

we shall reinstate the **insured amount** to the same amount as specified in the **schedule** at the time of the **loss**.

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

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Section IC - Property: Glass & Signs

This section of the policy covers loss of or damage to glass windows, signs and counters at your premises. Along with any other sections of cover you have chosen, this document makes up Part 3 of your Product Disclosure Statement. Your Product Disclosure Statement is made up of parts 1, 2 and 3.

You can claim for **loss** of or **damage** to your **glass** or **signs** as described under “What we cover” if:

- ✓ “Glass” is shown under “What’s Covered” in the **schedule**;
- ✓ the **loss** or **damage** occurs during the **period of insurance**;
- ✓ the **loss** or **damage** is not excluded under the “What we exclude” column of this section; and
- ✓ the **loss** or **damage** is not excluded by any of the General Exclusions listed in the Customer Information Booklet (known as Part 2 of the PDS).

<i>What we cover</i>	<i>What we exclude</i>
1. Loss of or damage to glass or signs at your premises provided it has a fracture extending through the entire thickness of the glass .	Loss or damage as a result of: <ul style="list-style-type: none"> • disfiguration; or • breakage arising directly or indirectly from or resulting from a fire, artificial heat or flood. Loss or damage occurring while in transit or whilst being fitted into position or removed from its fitting. We will not pay more than \$5,000 (excluding any “Extra Benefits”) in respect of loss of or damage to signs in any one period of insurance .
2. Damage to glass or signs at your premises caused by vandals or malicious persons.	We will not pay more than \$5,000 (excluding any “Extra Benefits”) in respect of loss of or damage to signs in any one period of insurance .
Extra Benefits If we agree to pay a claim for loss of or damage to glass or signs , we will also pay for:	We will not pay more than \$3,000 in total for extra benefits during any one period of insurance .
1. <i>Removal of Frames</i> the cost of the removal or replacement of any frames, fixtures, fittings or other obstruction that is necessary in order for reglazing to be undertaken;	
2. <i>Replacing signwriting or burglar alarm tape</i> the cost of replacing any signwriting, ornamentation or burglar alarm tape, wiring, security film or sensors on the glass ;	
3. <i>Boarding Up</i> the cost of temporary shuttering, boarding up or securing your property exposed pending replacement of the glass ;	
4. <i>Window Tinting</i> the cost of replacing any window tinting or window tinting film;	
5. <i>Damage to stock</i> loss of or damage to your stock by broken glass including the cost of cleaning and the removal of any debris;	
6. <i>Damage to Showcases and frames</i> loss of or damage to your show cases, frames and/or fittings;	
7. <i>Damage to Tiled Shopfronts</i> the cost of repairing tiled shopfronts where they are damaged by broken glass;	
8. <i>Window frames</i> the cost of repairing or replacing window frames and/or modifications in compliance with the minimum statutory requirements, following damage .	

What we pay for loss or damage to glass and signs

If we agree to pay a claim for **loss** of or **damage** to **glass** and **signs** we will pay the cost of repairing or replacing the damaged **glass** or **sign**. The value of the **glass** or **signs** will be taken as the purchase price of the **glass** or **signs** with similar manufacture and quality.

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Section IC - Property: Glass & Signs cont.

Additional expenses

If it is necessary to replace the **glass** and/or **signs** with a different type in order to comply with a compulsory requirement from a Statutory Authority we will pay these additional costs in order for you to comply. We will not pay to comply with any requirements that were issued prior to the **loss** or **damage** occurring.

Limit to what we pay

The most we will pay in respect of **loss** of or **damage** to **signs** is \$5,000 (excluding any "Extra Benefits") in any one **period of insurance**.

The most we will pay for all "Extra Benefits" in total is \$3,000 during any one **period of insurance**.

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

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Section ID - Property: Breakdown of Machinery, Boilers and Pressure Plant, Computers and Electronic Equipment

This section of the policy covers the breakdown of machinery (including boilers and pressure plant), computers and electronic equipment at your premises.

Along with any other sections of cover you have chosen, this document makes up Part 3 of your Product Disclosure Statement. Your Product Disclosure Statement is made up of parts 1, 2 and 3.

You can claim for **loss** or **damage** as described under “What we cover” of or to an item described in the **schedule** under one or more of the following categories:

- machinery breakdown;
- computer breakdown; or
- electronic equipment breakdown;

if:

- ✓ the relevant category is shown under “What’s Covered” in the **schedule**;
- ✓ the **loss** or **damage** occurs during the **period of insurance**;
- ✓ the **loss** or **damage** is not excluded under the “What we exclude” column of this section; and
- ✓ the **loss** or **damage** is not excluded by any of the General Exclusions listed in the Customer Information Booklet (known as Part 2 of the PDS).

What we cover

Loss or damage occurring at your **premises** of or to any **machinery, boilers and pressure plant, computer equipment, general electronic equipment and diagnostic equipment** (as chosen by you and as shown in the **schedule**) which requires repair or replacement before it can continue operating normally.

What we exclude

The cost of repair or replacement of **expendable items**.
Damage caused by any crack, fracture, blister, lamination, flaw or grooving which has not penetrated completely through the entire thickness of the material of the machinery.
 The costs incurred in repairing wear and tear or gradual deterioration including:

- wear and tear due to normal operation;
- wearing or wasting away of material caused by normal operation or resulting from atmospheric conditions, rust, erosion, or oxidation;
- **damage** to a safety or protective device caused by its own operation;
- the chipping or scratching of painted or polished surfaces; or
- slowly developing deformation or distortion.

The cost of carrying out of normal maintenance, such as the tightening of loose parts, recalibration or adjustments.
Loss of or damage to machinery, boilers and pressure plant, computer equipment, general electronic equipment and diagnostic equipment which you knew or reasonably should have known to be defective before the **loss** or **damage** occurred.
 Loss of use or consequential loss of any kind.
Loss or damage caused directly or indirectly from fire, smoke or soot, extinguishing of a fire or subsequent demolition, lightning, hail, wind, rain, storm, flood, impact by aircraft or other aerial devices, theft or attempted theft, malicious damage, earthquake, subsidence, landslip, earth movement, subterranean fire, volcanic eruption, impact by land vehicles or watercraft.

Loss or damage caused by explosion, other than:

- the sudden and violent rending of any **boilers and pressure plant** or **pressure pipe systems** by force of internal fluid pressure of ignited flue gases, but excluding other chemical action; or
- the bursting or disruption of turbines, compressors, engine cylinders, hydraulic cylinders, flywheels or other parts subject to centrifugal force, transformers, switches or oil immersed switch gear.

Damage caused during the course of maintenance, inspection, repair, alteration, modification or overhaul.
Damage caused during installation, erection or relocation.
Damage to foundations, brickwork, and refractory materials other than as a result of insured **damage**.
Damage arising out of plant being subjected to tests involving abnormal stresses or arising out of plant being deliberately overloaded.

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section ID - Property: Breakdown of Machinery, Boilers and Pressure Plant, Computers and Electronic Equipment cont.

What we cover	What we exclude
	<p>Damage caused by a deliberate act, neglect or omission on your part.</p> <p>Loss or damage for which the manufacturer or supplier or other parties are responsible under a maintenance or warranty agreement.</p> <p>The cost of alterations, improvements or overhauls unless it is required for the repair or replacement.</p> <p>The costs associated with modifying the machinery so that it operates with a more ozone friendly refrigerant gas as required by the UNEP.</p>
<p>Extra Benefits</p> <p>1. <i>Loss of or damage to property caused by flying fragments</i> If we agree to pay for a claim for loss of or damage to machinery, boilers and pressure plant, computer equipment, general electronic equipment and diagnostic equipment under this section, we will also pay for loss of or damage to other property that results from flying fragments from the damaged machinery, boilers and pressure plant, computer equipment and electronic equipment.</p>	<p>We will not pay for more than the insured amount in total for the loss or damage and “Extra Benefits” 1 and 2.</p>
<p>2. <i>Costs of joints, gaskets, drivebelts</i> If we agree to pay for a claim for loss of or damage to machinery, boilers and pressure plant, computer equipment, general electronic equipment and diagnostic equipment under this section we will also pay for joints, gaskets, seams, drivebelts, filters, chains, brickwork, foundation or refractories, seals, shaft seals, flexible drives or flexible pipes, soft rollers, refrigerant, brine or other transfer media which are necessary for the repair.</p>	<p>We will not pay for more than the insured amount in total for in total for the loss or damage and “Extra Benefits” 1 and 2.</p>
<p>3. <i>Additional repair costs</i> If we agree to pay a claim for loss of or damage to machinery, boilers and pressure plant, computer equipment or general electronic equipment or diagnostic equipment under this section, and we agree to the additional repair costs before they are incurred, we will also cover the cost of:</p> <ul style="list-style-type: none"> • Hiring temporary machinery, boilers and pressure plant, computer equipment and electronic equipment, • Effecting temporary repairs, • Overtime work required for carrying out the repairs, • Express freight services, and • Consultants fees. 	<p>We will not pay more than \$2,000 in total for additional repair costs.</p>
<p>4. <i>Automatic temporary cover for additional plant</i> We will cover additional machinery, boilers and pressure plant, computer equipment or general electronic equipment or diagnostic equipment that is installed during the period of insurance under this section provided the loss or damage occurs within 90 days of the first day of use, or installation, whichever is earlier. This cover only applies if:</p> <ul style="list-style-type: none"> • you have notified us in writing within 90 days of the first day of use or installation, which ever is earlier; • you have paid any additional premium that may be required; • the additional plant is of a like nature to plant already insured under the policy. 	<p>We will not pay unless the additional plant has worked satisfactorily for 8 hours from first installation and has been handed over after commissioning We will not pay if the additional plant has any known defects. We will not pay if the additional plant does not comply with statutory requirements.</p>

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section ID - Property: Breakdown of Machinery, Boilers and Pressure Plant, Computers and Electronic Equipment cont.

What we cover

5. Laptop computers away from premises

We will cover your laptop computer under this section anywhere in Australia if:

- Computer Breakdown is shown under “What’s Covered” in the **schedule**; and
- your laptop computers are specified in the **schedule** under Section 3 Portable and Valuable Items.

What we exclude

What we pay

If we agree to pay a claim for breakdown of **machinery, boilers and pressure plant, computer equipment, general electronic equipment** or **diagnostic equipment** we will at our option repair, rebuild or replace any damaged item or pay for the cost of repairing, rebuilding or replacing.

If you carry out the repairs at the **premises** or at a workshop owned by you, we will pay the actual costs of materials and wages incurred plus a reasonable overhead mark-up, provided that a qualified person carries out the repairs.

If it is necessary to replace parts that are unavailable, we will not pay more than the estimated cost of similar parts currently available. If similar parts are unavailable, we will not pay more than the manufacturers, or suppliers, latest list price.

If the work of repairing, rebuilding or replacing the item is not commenced and carried out within a reasonable time period, we will not be liable to pay more than the cost necessary to repair, rebuild or replace the item at the time the **loss** or **damage** occurred.

Where the **damage** is confined to a part of a machine or structure, we will not pay more than the cost of repairing or replacing that part plus the cost of dismantling and erecting the structure.

Depreciation applied for replacement of computers

If we decide to replace a computer rather than repair it, we will apply depreciation based on the age of the computer.

We will apply depreciation at the rate of 10% per annum for each year from the date of manufacture, subject to a maximum reduction of 80% of the installed current replacement cost.

Limits to what we pay

The most we will pay for **machinery, boilers and pressure plant, computer equipment, general electronic equipment, diagnostic equipment** and “Extra Benefits” 1 and 2 for any one event is the **insured amount** shown in the **schedule**.

If the costs of repair exceed the replacement cost, we will not pay more than:

- what we would be required to pay to replace it; or
- the **insured amount**

whichever is the lesser.

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section IE - Property: Restoration of Computer Data

This section of the policy covers the rewriting of your computer records following a breakdown of the computer which we have agreed to pay a claim for under Section ID - Breakdown.

Along with any other sections of cover you have chosen, this document makes up Part 3 of your Product Disclosure Statement. Your Product Disclosure Statement is made up of parts 1, 2 and 3.

You can claim for the restoration of computer data as described under "What we cover" if:

- ✓ we have agreed to pay a claim under Section ID for repair or replacement of **computer equipment**;
- ✓ the data is lost as a direct result of the event claimed for under Section ID;
- ✓ "Restoration of Computer Data" is shown under Computer Breakdown in the **schedule**;
- ✓ the **loss** or **damage** is not excluded under the "What we exclude" column of this section; and
- ✓ the **loss** or **damage** is not excluded by any of the General Exclusions listed in the Customer Information Booklet (known as Part 2 of the PDS).

What we cover

The costs of restoring the data stored on media lost or distorted as a result of **loss** or **damage** to the computer.

What we exclude

Loss or distortion of data due to defects in the media.
Any consequential loss.
Restoration of data other than that required after the most recent functional back-up.
The cost of restoration of data more than 5 working days before the **loss** or **damage** took place.
Loss or **damage** caused by a **computer virus**.

What we will pay for Restoration of Computer Data

If we agree to pay a claim, we will pay the costs incurred in restoring lost or distorted data.

Limits to what we pay

We will not pay more than:

- the costs for restoring data for the 5 days preceding the date of **loss** or **damage**, or
- the **insured amount** shown in the **schedule**

whichever is the lesser.

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section IF - Property: Computers - Increased Costs of Working

This section of the policy covers the increased costs such as the hiring of alternative computers which you may incur following the breakdown of your computer equipment.
 Along with any other sections of cover you have chosen, this document makes up Part 3 of your Product Disclosure Statement. Your Product Disclosure Statement is made up of parts 1, 2 and 3.

You can claim for increased costs of working as described under "What we cover" if:

- ✓ we have agreed to pay a claim under Section ID for repair or replacement of **computer equipment**;
- ✓ the increased costs of working are a direct result of the event claimed for under Section ID;
- ✓ we agree in advance to pay the increased costs of working;
- ✓ "Increased costs of working" is shown under "Computer Breakdown" in the **schedule**;
- ✓ the **loss** or **damage** is not excluded under the "What we exclude" column of this section;
- ✓ the increased costs are necessary and reasonable to minimise any interruption to the business carried out by you using the insured computers or peripheral equipment; and
- ✓ the **loss** or **damage** is not excluded by any of the General Exclusions listed in the Customer Information Booklet (known as Part 2 of the PDS).

What we cover

The increased costs of operating your business following **loss** of or **damage** to your computers such as:

- Hiring computers
- Transport costs
- Additional personnel
- Working at off-site back up facility

What we exclude

Costs incurred in respect of the first 2 working days following the event that caused the loss of or damage to your computer.
 Fines or damages that have been incurred for breach of contract or for late or incomplete orders; or for any **loss** of bonus or any kind of penalties.
 Any consequential loss.
 Costs incurred after 90 days from the date of **loss** or **damage**.
 Expenses that are incurred in the replacement of the electronic data processing media.
 The cost of reinstating the data contained in the electronic data processing media.

What we will pay for Computers Increased Costs of Working

If we agree to pay a claim, we will pay the increased costs of working as agreed in advance.

Limits to what we pay

We will not pay more than the **insured amount** shown in the **schedule**, less the charges and expenses of the **business** that may cease or be reduced as a result of the **loss** or **damage**.

We will pay for a maximum of three months from the date the **loss** or **damage** occurred.

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section IG - Property: Deterioration of Stock

This section of the policy covers the deterioration of chilled, refrigerated or frozen stock, following the breakdown of the freezer or refrigerated unit that they are kept in.

Along with any other sections of cover you have chosen, this document makes up Part 3 of your Product Disclosure Statement. Your Product Disclosure Statement is made up of parts 1, 2 and 3.

You can claim for **loss** or **damage** as described under “What we cover” for your refrigerated stock if:

- ✓ the **loss** or **damage** is caused directly by one or more of the insured events we describe under the “What we cover” column of this section;
- ✓ “Deterioration of Stock” is shown under “What’s Covered” in the **schedule**;
- ✓ the insured events occur during the **period of insurance**;
- ✓ the **loss** or **damage** is not excluded under the “What we exclude” column of this section; and
- ✓ the **loss** or **damage** is not excluded by any of the General Exclusions listed in the Customer Information Booklet (known as Part 2 of the PDS).

What we cover

Loss of or **damage** to stock at your **premises** caused by one more of the following insured events:

1. A change in temperature as a result of:
 - breakdown of the refrigeration or freezer unit in which the refrigerated stock is kept;
 - malfunctioning or failed thermostats, pressure controls, or limiting / controlling / protection devices;
 - accidental failure of public supply services; or
 - sudden leakage of refrigerant from the **machinery** or **pressure pipe systems**.
2. Contamination of the refrigerated **stock** by leakage of refrigerant.

What we exclude

Any consequential loss.

Damage resulting from a public supply authority intentionally interfering with the public supply service, unless this is done to safeguard life or any part of the public supply.

Damage caused by disease, improper storage, damaged packaging material or inadequate ventilation.

Damage to refrigerated **stock** that is alive or of a bacterial nature.

Loss of or **damage** to refrigerated **stock** stored in mobile **machinery** or **pressure pipe systems**.

Loss of or **damage** to refrigerated **stock** which has exceeded its use by date.

What we will pay

If we agree to pay for a claim for deterioration of refrigerated **stock**, we will pay either the cost of replacing the refrigerated **stock** or we will replace them.

We are not liable to pay more than the purchase price you paid for the goods, together with any handling costs you incurred.

Limit to what we pay

The most we will pay is the **insured amount** shown in the **schedule**.

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 2 - Money

This section of the policy covers the loss of or damage to your business's money from a wide variety of causes such as theft, armed hold up, or fire. The money may be in transit or at your premises.

Along with any other sections of cover you have chosen, this document makes up Part 3 of your Product Disclosure Statement. Your Product Disclosure Statement is made up of parts 1, 2 and 3.

You can claim for **loss** of or **damage** to your **money, safe or strongroom** as described under "What we cover" if:

- ✓ "Money" is shown under "What's Covered" in the schedule;
- ✓ the **loss** or **damage** occurs during the **period of insurance**;
- ✓ the **loss** or **damage** has occurred in Australia or its external territories;
- ✓ the **loss** or **damage** is not excluded under the "What we exclude" column of this section; and
- ✓ the **loss** or **damage** is not excluded by any of the General Exclusions listed in the Customer Information Booklet (known as Part 2 of the PDS).

<i>What we cover</i>	<i>What we exclude</i>
<p>Loss of or damage to:</p> <p>1. Money in transit Money in transit in your custody or in the custody of persons authorised by you while it is:</p> <p>(a) in transit to or from the premises,</p> <p>(b) in a night safe until removed by a bank employee, or</p> <p>(c) withdrawn for wages and salaries, but before it has been paid to employees.</p> <p>2. Money on the premises Money on the premises during business hours. If loss of or damage occurs outside of business hours and the money is not locked in a safe or strongroom the most we will pay is \$1,000.</p> <p>3. Money in a locked safe or strongroom Loss or damage to money while locked in a safe or strongroom outside of business hours.</p> <p>4. Money in private residence Money while it is in your private residence or the private residence of a person authorised by you. We will not pay more than \$2,000 for money in a private residence.</p> <p>5. Safe or strongroom A safe or strongroom on your premises.</p>	<p>Loss or damage to money carried by professional money carriers, professional carriers, or common carriers.</p> <p>Loss from an unattended vehicle.</p> <p>Loss from a bank night safe at the usual closing time of the bank on the day following the deposit.</p> <p>Wages and salaries once they have been paid to employees.</p> <p>Wages and salaries on the day after they have been withdrawn from the bank.</p> <p>Shortages resulting from clerical or accounting errors or loss due to errors in receiving or paying out.</p> <p>Loss not discovered within 7 workings days of the loss occurring.</p> <p>Any act of fraud or dishonesty by you or by anyone in your service.</p> <p>Loss from a safe or strongroom opened by a key or by use of a combination, either of which had been left on the premises outside business hours.</p> <p>Loss of money when the premises are left unoccupied unless any burglar alarm system which protects the premises:</p> <ul style="list-style-type: none"> • is made operative; and • is maintained in a good working condition.
<p><i>Extra Benefits</i></p> <p>The cover provided by Section 2 – Money is extended to cover:</p>	
<p>1. Clothing and personal effects We will pay for loss of or damage to the personal effects of your directors, officers and employees during a theft or attempted theft of money.</p>	<p>We will not pay more than \$500 for any one person's personal effects.</p>
<p>2. Replacement of locks If the keys to your premises are lost or stolen we will pay the cost of recoding or replacing locks which secure external doors, windows and other openings of the premises, or the cost of re-keying the locks.</p>	<p>We will only pay under one section for any one occurrence. We will not pay for replacement of locks on internal doors, safes or amusement/vending machines. We will not pay more than \$5,000 during any one period of insurance.</p>

What we pay

If we agree to pay a claim for **loss** of or **damage** to **money** we will pay the amount of **money** lost or damaged.

Limit to what we pay

The most we will pay is the **insured amount** shown in the **schedule**.

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 2 - Money cont.

Increased insured amounts for seasonal increase periods and any long weekends

We will increase the **insured amount** shown in the **schedule** for “money in transit”, “money on the premises during business hours”, and “money on the premises” while contained in a locked **safe or strongroom** by 30%, during the **seasonal increase periods** and any long weekend which occurs as a result of the government gazetting Monday or Friday as a public holiday in the State where the **premises** are located.

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 3 - Portable and Valuable Items

This section of the policy covers portable or valuable items that you usually carry around with you in the course of your business anywhere in the world. Please remember that if an item is worth more than \$1,000 then it must be specified.

Along with any other sections of cover you have chosen, this document makes up Part 3 of your Product Disclosure Statement. Your Product Disclosure Statement is made up of parts 1, 2 and 3.

You can claim for **loss** or **damage** as described under "What we cover" or to a **specified item** or **unspecified item** if:

- ✓ "Portable and Valuable Items" is shown under "What's Covered" in the **schedule**;
- ✓ the **loss** or **damage** occurs during the **period of insurance**;
- ✓ the **loss** or **damage** is not excluded by any of the exclusions under the "What we exclude" column of this section; and
- ✓ the **loss** or **damage** is not excluded by any of the General Exclusions listed in the Customer Information Booklet (known as Part 2 of the PDS).

What are unspecified items?

Unspecified items are portable or valuable items that you usually carry around with you for use in the course of your business including but not limited to tools of trade, office equipment, **trade samples** and scientific equipment.

Mobile phones, laptop computers and video cameras and any item worth more than \$1,000 must always be specified.

Excluded Items:

Money, jewellery, gold and silver, firearms and weapons

What is a Specified Item?

Specified items are those which are listed in the **schedule**.

What we cover

Loss of or damage to any specified item or unspecified item

What we exclude

Any **loss** or **damage** caused by:

- the sea;
- flood;
- earthquake, subterranean fire or volcanic eruption;
- spontaneous combustion, fermentation or heating;
- persons taking part in riots or civil commotion;
- wear and tear, atmospheric conditions, mildew, corrosion, disease, fading, rusting or other forms of oxidation;
- vermin or insects;
- scratching, denting, chipping or any other aesthetic defects that do not affect the operation or function of the **specified item** or **unspecified item**;
- theft from an unattended vehicle unless all of the doors and windows of the vehicle are closed and locked and any alarm or immobiliser are activated;
- theft from the open air or from an open vehicle;
- mechanical or electrical breakdown or derangement;
- faulty materials, faulty workmanship or latent defect;
- delay, confiscation or detention by customs or other lawful authority;
- theft committed by any person whilst lawfully at your **premises**.

Loss of or damage to a mobile phone, laptop computer or video cameras unless it is a **specified item**.

Loss of or damage to a tool of trade while it is being used.

Loss or damage discovered more than 30 days after the occurrence of such **loss** or **damage**.

What we pay

If we agree to pay a claim we will pay the cost of repair or replacement of the **specified item** or **unspecified item** to a condition substantially the same as, but not better or more extensive than, its condition when new.

Where a **specified item** or **unspecified item** forms part of a set, we will only pay for the replacement or repair of the item that is **lost** or **damaged**. We will not pay to replace the entire set.

Limits to what we pay for unspecified items

The most we will pay for any one **unspecified item** is \$1,000. The most we will pay for all claims for **loss** of or **damage** to **unspecified items** during the **period of insurance** is the **insured amount** shown in the **schedule**.

Section 3 - Portable and Valuable Items

Limit to what we pay for specified items

The most we will pay for a **specified item**, is the **insured amount** shown in the **schedule**.

How claims for specified items affect your insured amount

If we pay for a total **loss** or **damage** of a **specified item** then you have no more cover for it.

You may insure any replacement item with us and pay an additional premium.

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 4 - Employee Dishonesty

This section of the policy covers the theft of your property or money by any of your employees either acting alone or in collusion with any others.

Along with any other sections of cover you have chosen, this document makes up Part 3 of your Product Disclosure Statement. Your Product Disclosure Statement is made up of parts 1, 2 and 3.

You can claim for **loss of property** or **money** following an act of **employee dishonesty** as described under “What we cover” if:

- ✓ “Employee Dishonesty” is shown under “What’s Covered” in the **schedule**;
- ✓ the **loss** occurs within Australia or its external territories;
- ✓ the **loss** is not excluded by any of the exclusions under the “What we exclude” column of this section; and
- ✓ the **loss** is not excluded by any of the General Exclusions listed in the Customer Information Booklet (known as Part 2 of the PDS).

<i>What we cover</i>	<i>What we exclude</i>
<p>Loss of property or money as a direct result of employee dishonesty if:</p> <ul style="list-style-type: none">• you are able to identify which employee is responsible;• the employee dishonesty happens during the period of insurance;• the employee dishonesty is discovered within 12 months of it occurring; and• the loss is reported to the police immediately upon discovery.	<p>Any loss caused by a particular employee that occurs after:</p> <ul style="list-style-type: none">• you become aware of an act of employee dishonesty by that employee; or• you suspect that employee has committed an act of employee dishonesty. <p>Any loss resulting directly or indirectly from trading in securities or derivatives whether in your name and whether in a genuine or fictitious account.</p> <p>Any act of employee dishonesty committed by a person whom you knew to be dishonest.</p>
<p><i>Extra Benefits</i></p> <p>I. Accountants costs</p> <p>If we agree to pay a claim we will reimburse you for fees payable by you to external auditors if they are reasonably and necessarily incurred to substantiate the claim.</p>	<p>We will not pay more than \$2,000.</p>

What we pay

If we agree to pay a claim we will pay:

- the sum of **money** lost, or
- the reasonable cost necessarily incurred with our consent to replace your **property** lost.

Limits to what we pay

The most we will pay for any act or series of related acts of **employee dishonesty** is the **insured amount** shown in the **schedule** at the time the act was first committed.

The most we will pay for all claims for **employee dishonesty** during the **period of insurance** is the **insured amount** shown in the **schedule**.

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 5 - Business Interruption

This section of the policy covers a reduction in your business income as a result of damage to your property. Depending on the type of your business you can choose either gross income, weekly income or additional increased costs of working. You must have insured your property to take out this section. Along with any other sections of cover you have chosen, this document makes up Part 3 of your Product Disclosure Statement. Your Product Disclosure Statement is made up of parts 1, 2 and 3.

You can claim for a reduction in your **gross income** or **weekly income** or the additional increased costs of working (as chosen by you and shown in the **schedule**) if the **business** is interrupted directly by **loss** or **damage** as described under “What we cover” if:

- ✓ “Business Interruption” is shown under “What’s Covered” on the **schedule**;
- ✓ the **loss** or **damage** occurs during the **period of insurance**;
- ✓ the claim is not excluded under the “What we exclude” column of this section; and
- ✓ the **loss** or **damage** is not excluded by any of the General Exclusions listed in the Customer Information Booklet (known as Part 2 of the PDS).

What we cover

A reduction in your **gross income** or **weekly income** or the additional increased costs of working caused by one of the following insured events:

1. *Loss of or damage to your buildings, stock or contents*
loss of or **damage** to your **property** at your **premises**, due to an insured event covered under the Fire and Defined Events, Theft or Glass sections of this policy, or any other policy insuring the same events, and for which the insurers have admitted liability.
2. *Boiler explosion*
the explosion of any boiler or economiser on the **premises**.
3. *Damage to the premises at an electricity, gas, water supplier or land based telecommunication installation*
damage caused by an insured event which would be covered under the Fire and Defined Events section of this policy, but which is insured under another policy and for which the insurers have admitted liability, to:
 - a) an electricity power station or sub-station;
 - b) a gas works;
 - c) a water or sewerage works; or
 - d) a land based telecommunications installation situated in Australia or its external territories which supplies your business.
4. *Prevention of access*
damage to property which would be covered under the Fire and Defined Events section of this policy but which is insured under another policy and for which the insurers have admitted liability if:
 - the property is in the vicinity of your **premises**; and
 - the damage prevents or hinders access to your **premises**.
5. *Damage to the premises of suppliers or customers*
damage to property caused by an insured event which would be covered under the Fire and Defined Events section of this policy but which is insured under another policy and for which the insurers have admitted liability:
 - at the Australian premises of any customer of yours; or
 - at the Australian premises of any supplier of yours which supplies you directly with manufactured goods or materials.

What we exclude

Any claim for a reduction in **gross income** or **weekly income** where there is no insurance in place which has paid or will pay for the **loss** of or **damage** to your **property** at your **premises**.
Any claim for **weekly income** unless the period of interruption or interference has been in excess of 3 continuous days.

We will not pay for the first 48 hours of any such interference or interruption which occurs after the **loss** or **damage** to the property of the electricity, gas, water or telecommunications supplier.

We will not pay more than 20% of the **insured amount** shown against **gross income** or **weekly benefit** in the **schedule**.

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 5 - Business Interruption cont.

What we cover	What we exclude
<p>6. <i>Damage within a retail complex</i> damage caused by an insured event which would be covered under the Fire and Defined Events section of this policy but which is insured under another policy and for which the insurers have admitted liability, to property in a multi-tenanted retail complex in which your premises are located.</p>	
<p>7. <i>Roads, Bridges and Railway Lines</i> damage to roads, bridges and railway lines over which stock, components and materials are conveyed to and from the premises caused by an insured event which would be covered under the Fire & Defined Events section of this policy.</p>	<p>We will not pay more than 20% of the insured amount shown against gross income or weekly benefit in the schedule.</p>
<p>8. <i>Infectious Disease, Vermin or Pests or Defective Sanitary Arrangements, Food or Drink Poisoning, Murder or Suicide</i> The evacuation or closure of all or part of your premises by any legal authority as a result of:</p> <ul style="list-style-type: none"> • the outbreak of a human infectious or contagious disease at the premises; • vermin or pests or defects in the drains or other sanitary arrangements at the premises; • poisoning of customers directly caused by the consumption of food or drink provided on the premises; • murder or suicide occurring in or at the premises. 	<p>We will not pay more than 20% of the insured amount shown against gross income or weekly benefit in the schedule. We will not pay for the first 48 hours of any such interference or interruption. We will not pay at all if the interference or interruption arises from the evacuation or closure of multiple premises (whether owned or operated by you or not) by order of any legal authority as a result of an outbreak of Human Contagious Disease. Human Contagious Disease means any disease that causes infection in humans and has the capacity to spread by direct human-to-human transmission.</p>
<p>9. <i>Computer installation</i> damage caused by an insured event which would be covered under the Fire and Defined Events section of this policy but which is insured under another policy and for which the insurers have admitted liability to a computer installation, including any ancillary equipment and data processing media, utilised by you.</p>	
<p>10. <i>Documents temporarily removed</i> damage caused by an insured event which would be covered under the Fire and Defined Events section of this policy but which is insured under another policy and for which the insurers have admitted liability to any of your documents or documents held in trust by you while;</p> <ul style="list-style-type: none"> • temporarily at premises in Australia, not occupied by you; or • in transit to any place in Australia. 	<p>We will not pay more than 20% of the insured amount shown against gross income or weekly benefit in the schedule.</p>
<p>Extra Benefits If we agree to pay a claim under this section we will also:</p>	
<p>1. <i>Accountants fees</i> pay the reasonable professional fees including those of an auditor or accountant incurred with our consent to produce or certify a claim under this section;</p>	<p>We will not pay more than \$10,000 for any one event.</p>
<p>2. <i>Departmental provision</i> apply the cover provided by this section to each department of your business, if your business is departments, and each department has trading results which are ascertainable.</p>	<p>We will not pay more than the insured amount shown in the schedule, for all losses resulting from conducted in the same event.</p>

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 5 - Business Interruption cont.

<i>What we cover</i>	<i>What we exclude</i>
<p>Optional Cover The following cover is optional and is available if you choose it and pay an additional premium.</p>	
<p>I. Outstanding Accounts Receivable We will pay the amounts which you cannot recover from your debtors following damage to your debt records if:</p> <ul style="list-style-type: none">• The damage is caused by an insured event covered under the Fire and Defined Events, Theft or Glass and Signs sections of this policy, and for which we have admitted liability, and• As soon as possible at the end of each month, you record and store at your accountant or auditor, or alternative premises, the total of the outstanding accounts receivable and keep these figures for a period of 12 months.	<p>We will not pay more than the insured amount shown in the schedule.</p>

What we pay for a reduction in gross income

We will pay the amount by which, as a consequence of the damage, the **gross income** earned during the **indemnity period** falls short of the **standard income**.

In deciding the amount your **gross income** has been reduced we will take into account:

Savings to the business

We will reduce the amount paid by the amount saved during the **indemnity period** for expenses of the **business** which cease or are reduced as a consequence of the **loss** or **damage**.

Other events and trends

We will take into account any events or trends which your **business** is affected by, whether before or after, the interruption took place and adjust the **standard income** accordingly to reflect the likely **gross income** of the **business** during the **indemnity period**.

Alternative trading

We will take into account, any other trading that you carry out or which is carried out on your behalf, or for your benefit at any other premises.

Accumulated stocks

We will take into account any run down of accumulated stock which is carried out to postpone any reduction of **gross income**.

New business

If the **loss** or **damage** occurs before the end of the first financial year of your **business**, we will use the results of your **business** to the date of the **loss** or **damage** as the basis to settle your claim.

Limits to what we pay

The most we will pay is the **insured amount** for "**Gross Income**" in the **schedule**. We will pay for a maximum of the **indemnity period**.

The most we will pay for Accountants Fees is \$10,000 for any one event.

If your insured amount is too low

If, when the **loss** or **damage** happens, the **insured amount** shown in the **schedule** is less than 85% of the **annual income**, (or its proportional amount where the **indemnity period** is less than or greater than 12 months), then we will only pay for the pro-rata proportion of your loss of **gross income** claim.

How a claim affects your insured amount

If we agree to pay a claim under this section, and you pay us any additional premium we require, then we shall reinstate the **insured amount** to the same amount as specified in the **schedule** at the time of the **loss** or **damage**, unless you request otherwise.

What we will pay for increased costs

If with our prior consent you incur increased costs to avoid a reduction in **gross income**, for example renting new premises to continue trading, we will pay for these, provided the costs are less than, or equal to, the amount we would have paid under a reduction in **gross income** less any applicable savings.

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 5 - Business Interruption cont.

What we pay for a reduction in weekly income

We will pay the same percentage of the **weekly benefit** shown in the **schedule**, as the reduction in your **weekly income** bears to the **average weekly income**. For example if your **weekly income** is reduced by 25% when compared to your **average weekly income**, we will pay 25% of the **weekly benefit** shown in the **schedule**.

In deciding the amount your **weekly income** has been reduced we will take into account:

Savings to the business

We will reduce the amount paid by the amount saved during the **indemnity period** for expenses of the **business** which cease or are reduced as a consequence of the **loss** or **damage**.

Other events and trends

We will take into account any events or trends which your **business** is affected by, whether before or after, the interruption took place and adjust the **average weekly income** of the **business** to reflect the likely **weekly income** of the **business** during the **indemnity period**.

Alternative trading

We will take into account, any other trading that you carry out or which is carried out on your behalf, or for your benefit at any other premises when settling your claim.

Accumulated stocks

We will take into account any run down of accumulated stock which is carried out to postpone any shortage in **weekly income**.

New business

If the **loss** or **damage** occurs before the end of the first financial year of your **business**, we will use the results of your **business** to the date of the **loss** or **damage** as the basis to settle your claim.

Limits to what we pay

The most we will pay per week is the **insured amount** for "**Weekly Benefit**" shown in the **schedule**. We will pay for a maximum of the number of weeks shown by the **indemnity period**, for all claims made during the **period of insurance**.

The most we will pay for Accountants Fees is \$10,000 for any one event.

Seasonal increase

We will increase the **insured amount** shown in the **schedule** by **weekly benefit** by 30 % for the **seasonal increase periods**.

What we pay for outstanding accounts receivable

We will pay the difference between:

- the **outstanding accounts receivable**

and

- the total of the amount received or traced in respect of the **outstanding accounts receivable**.

We will also pay the additional expenditure incurred with our consent in tracing and establishing **outstanding accounts receivable**, after the **loss** or **damage** has occurred.

Limits to what we pay

The most we will pay is the **insured amount** for "**Outstanding accounts receivable**" shown in the **schedule**.

If your insured amount is too low

If, when the **loss** or **damage** happens, the **insured amount** shown for "**Outstanding accounts receivable**" in the **schedule** is less than the **outstanding accounts receivable**, then we will only pay for a pro-rata proportion of your outstanding accounts receivable claim.

What we pay for additional increased costs of working

We will pay the additional expenditure that you necessarily and reasonably incur to minimise the effect of the interruption of the business, during the **indemnity period**.

Limits to what we pay

The most we will pay is the **insured amount** for "**Additional Increased Cost of Working**" shown in the **schedule**.

We will pay for a maximum of the period shown by "**Indemnity Period**" in the **schedule**.

The most we will pay for Accountants Fees is \$10,000 for any one event.

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 6 - Goods in Transit

This section of the policy covers loss of or damage caused to the goods you sell, buy or use in your business when they are in transit. The cover you have depends on whether you select accidental damage or limited conditions, and whether you select temperature controlled goods when you take out this insurance.

Along with any other sections of cover you have chosen, this document makes up Part 3 of your Product Disclosure Statement. Your Product Disclosure Statement is made up of parts 1, 2 and 3.

What is 'transit'?

"**transit**" means the transportation of **goods** by a **conveyance** within Australia.

"**conveyance**" means any ship, vessel, aircraft, postal service (except in the case of **temperature controlled goods**), rail and road vehicle used to transport the **goods**.

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 **premises**.

For **Non Temperature Controlled Goods**, the transit terminates when each item of **goods** are:

- 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.

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.

Transit includes:

- any period where the **goods** are "shut out" from the conveyance or intended destination
- for **Non Temperature Controlled Goods** while in any packer's premises for a period of up to one month for the purpose of packing.

Transit does not include any period of storage other than in the ordinary course of transit.

You can claim for **loss** or **damage** as described under "What we cover" of or to:

- **non temperature controlled goods** if shown on the **schedule**
- **temperature controlled goods** if shown on the **schedule**
- **trade samples**
- **return goods**
- **stock transfers**
- retail and sales packaging
- 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;

if

- ✓ "**Goods in Transit**" is shown under "What's Covered" on the **schedule**;
- ✓ the **loss** or **damage** happens during the **period of insurance**;
- ✓ the **loss** or **damage** is not excluded by the "What we exclude" column of this section; and
- ✓ the **loss** or **damage** is not excluded by any of the General Exclusions listed in the Customer Information Booklet (known as Part 2 of the PDS).

What we cover

Limited Conditions

Loss of or **damage** to the **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 we exclude

We will not pay for:

loss or **damage** that existed or occurred prior to the commencement of the **transit**;
loss or **damage** caused by dismantling, erection, commissioning, testing or storage other than in the ordinary course of **transit**;
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; consequential loss or damage including loss of profits and loss of market; or
loss or **damage** to livestock.

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 6 - Goods in Transit cont.

What we cover	What we exclude
<p>Optional Cover – Accidental Damage If “Accidental Damage” is shown under “Selected Cover” on the schedule then we also cover loss or damage to the goods during transit directly caused by any of the following insured events:</p> <ol style="list-style-type: none"> 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 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 dispatched, up to a maximum of 10% of the insured amount of the goods. 	<p>We will not pay for:</p> <p>loss or damage that existed or occurred prior to the commencement of the transit;</p> <p>loss or damage caused by dismantling, erection, commissioning, testing or storage other than in the ordinary course of transit;</p> <p>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; consequential loss or damage including loss of profits and loss of market; or loss or damage to livestock.</p> <p>We will not pay more than \$20,000 for goods at any one exhibition or display.</p>
<p>Extra Benefits If we agree to pay a claim for loss or damage for goods in transit we will also pay:</p>	
<p>1. <i>Air freight of replacement parts</i> the cost of air freighting replacement parts from suppliers to the original destination, even if the original transit was not by air freight;</p>	<p>We will not pay more than \$10,000.</p>
<p>2. <i>General average and salvage contribution</i> 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;</p>	
<p>3. <i>Clean up costs</i> the clean up and disposal costs at any accident site, where you are legally or contractually obliged to pay those costs;</p>	<p>We will not pay more than \$25,000 arising from any one insured event or series of events.</p>
<p>4. <i>Transport and disposal costs</i> the reasonable costs and expenses incurred in cleaning up or decontaminating your premises following the delivery or return of salvaged goods, plus the cost of transport and disposal costs to remove those goods;</p>	<p>We will not pay more than \$25,000 arising from any one insured event or series of events.</p>

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 6 - Goods in Transit cont.

What we cover	What we exclude
<p>5. <i>Freight and salvage charges</i> 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 dispatched;</p>	
<p>6. <i>Minimisation costs</i> the reasonable costs incurred to avoid or minimise any further loss of or damage to the goods.</p>	
<p>7. <i>Buyer and seller protection</i> If as a buyer or seller you retain a contingent financial interest in the goods in transit, to the extent that:</p> <ul style="list-style-type: none">• the goods are lost or damaged, and the loss or damage would be covered under this transit cover;• 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;• you have taken all reasonable steps to safeguard the goods and to recover payment from the other party; and• 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.	

What we pay for loss of or damage to non temperature controlled goods

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

At our option we will pay:

- 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
- 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.

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

At our option we will pay:

- 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
- 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.

For loss of or damage to non temperature controlled goods other than plant, machinery, computers and the like

At our option we will pay:

- 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
- 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.

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.

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 6 - Goods in Transit cont.

Limits to what we pay

The most we will pay for:

- insured **goods** in any one **conveyance** is the **insured amount** shown in the **schedule**.
- **trade samples** in **transit** in your or your employee's care, custody and control, is \$10,000 any one claim or series of claims arising from any one event.
- 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 is \$20,000.

The limit shown in the **schedule** and the extra benefit limits referred to herein apply to any one claim or series of claims arising from any one event.

How a claim affects your insured amount

If we agree to pay a claim under this section then we shall reinstate the **insured amount** to the same amount as specified in the **schedule** at the time of the **loss** or **damage**, unless you request otherwise.

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

What we pay for loss of or damage to temperature controlled goods

At our option we will pay:

- the cost to re-condition the **goods** (including the reasonable costs of any necessary overtime), or
- 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.

Limits to what we pay

The most we will pay for:

- insured **goods** in any one **conveyance** is the **insured amount** shown in the **schedule**. This includes any amount which we pay for **loss** or **damage** or any extra benefit.
- **trade samples** in **transit** in your or your employee's care, custody and control, is \$10,000 any one claim or series of claims arising from any one event.
- 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 is \$20,000.

The limit shown in the **schedule** and the extra benefit limits referred to herein apply to any one claim or series of claims arising from any one event.

How a claim affects your insured amount

If we agree to pay a claim under this section then we shall reinstate the **insured amount** to the same amount as specified in the **schedule** at the time of the **loss** or **damage**, unless you request otherwise.

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make.

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 7 - Legal Liability

This section of the policy covers you for your legal liability for personal injury to another person (other than employees) or damage to property owned or controlled by someone else, which happens during the period of insurance and which is caused by an occurrence in connection with the business.

You have a choice in this section. You must take public liability, and you can then choose products liability which will cover you for your legal liability for personal injury or damage to property caused by your products.

If you take products liability cover it will be shown in the schedule.

Along with any other sections of cover you have chosen, this document makes up Part 3 of your Product Disclosure Statement. Your Product Disclosure Statement is made up of parts 1, 2 and 3.

What is legal liability?

Legal liability means that a court finds, or we accept, that you are legally responsible to pay damages and **additional costs** for:

- **damage to property** owned or controlled by someone else; or
- **personal injury** to another person.

which

- happens during the **period of insurance**;
- results from an **occurrence** in connection with the **business**;
- occurs within the **territorial limits**; and
- was not intended or expected by you.

You can claim for your **legal liability**, if:

- ✓ “Public Liability” is shown under “What’s Covered” in the **schedule**;
- ✓ it is not excluded under the “What we exclude” column of this section; and
- ✓ it is not excluded by any of the General Exclusions listed in the Customer Information Booklet (known as Part 2 of the PDS).

What we cover

We will pay a claim for **legal liability**

What we exclude

We will not pay if the **legal liability**:

Defective work
is for the cost of performing, completing, correcting or improving any work done by you;

Products
is directly or indirectly due to **products** if Products Liability is shown in the **schedule** under “What’s Not Covered”;

Professional Duty
is directly or indirectly due to a breach of a duty owed in a professional capacity (for example the provision of professional advice or services) including any treatment prescribed or administered by you;

Weakening of support to property
is for **damage to property** (including land) which arises because of vibration to, or the removal or weakening of support to, any land or buildings;

Asbestos
is for

- (a) 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; or
- (b) 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 or asbestos.

For the purpose of paragraph (b):
damage means physical loss, damage or destruction and resultant loss of use, and property means any tangible or intangible property and includes **property**.
For the avoidance of doubt this exclusion prevails over Extra Benefit 3- Pollution.

Loss of use
is in respect of the loss of use of tangible property which has not been physically damaged or destroyed, and which results from:

- (a) a delay in or lack of performance by you or on your behalf of any contract or agreement, or

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 7 - Legal Liability cont.

<i>What we cover</i>	<i>What we exclude</i>
	<p>(b) the failure of products or work performed by you or on your behalf to meet the level of performance, quality, fitness or durability warranted or represented by you;</p> <p><i>Libel and Slander</i> is directly or indirectly due to the publication or statement of a libel or slander or defamation of character which is: (a) made prior to the commencement of the period of insurance, or (b) made at your direction in the knowledge that it was false, or (c) related to advertising, broadcasting or telecasting activities, or publication of newspapers, journals, books or periodicals, conducted by or on your behalf;</p> <p><i>Personal injury to Employee</i> (a) is for personal injury to any employee arising out of or in the course of his or her employment; (b) is imposed by the provisions of any:<ul style="list-style-type: none">workers' compensation legislation;accident compensation legislation;industrial award, agreement or determination;</p> <p><i>Work outside Australia</i> arises directly or indirectly out of work carried out outside Australia and its external territories;</p> <p><i>Punitive damages and fines</i> is for any amount by way of aggravated exemplary punitive or multiple damages, or is for fines, penalties, liquidated damages or is incurred under a penalty clause;</p> <p><i>Infringement of copyright or patent</i> is for infringement of copyright or patent;</p> <p><i>Guarantees and contracts</i> arises because of an undertaking, guarantee or contract entered into by you, except where (a) you would have had the same legal liability without the contract, or (b) we have specifically allowed for it in this policy or by written endorsement; (c) the legal liability is assumed by you under a lease or tenancy agreement for premises which you occupy in connection with the business but not for damage to property where such property consists of the buildings which are the subject matter of that lease or tenancy agreement;</p> <p><i>Watercraft, aircraft and vehicles</i> is caused by or is in connection with the operation, ownership, possession or use by you or on your behalf of any watercraft or vessel exceeding 8 metres in length; is caused by or is in connection with the operation, ownership, possession or use by you or on your behalf of any vehicle which is registered or required to be insured under any Commonwealth, State, or Territory legislation (except as covered in the "Extra Benefits" below); Vehicle means any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual power and any trailer made or intended to be drawn by any such machine while attached to it;</p> <p><i>Care, custody and control</i> is directly or indirectly due to damage to property belonging to you or in your care, custody or control (except as covered in the "Extra Benefits" in this section);</p> <p><i>Child Molestation</i> or additional costs are caused by or arises from the molestation of, the interference with, the mental abuse of or the physical abuse</p>

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 7 - Legal Liability cont.

What we cover	What we exclude
	<p>of minors or any mentally disabled person by:</p> <ul style="list-style-type: none"> (a) you; or (b) any employee; or (c) any person performing any voluntary work or service for you or on your behalf. <p>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;</p> <p><i>Pollution</i></p> <p>is caused by or arises 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 or any watercourse, or body of water (including groundwater); or</p> <p>is in respect of costs or expenses incurred in preventing removing or cleaning up such contaminants or pollutants (except as covered in the "Extra Benefits" in this section).</p>
	<p><i>Products liability exclusions</i></p> <p>In addition to all of the previous legal liability exclusions, if Products Liability is shown under "What's Covered" in the schedule, we will also not pay for:</p> <p><i>Aircraft products</i></p> <p>legal liability for personal injury or damage to property caused by or arising out of products intended specifically for and installed in or on any aircraft or other aerial device, or which you knew would be so installed, where such products are essential to the operation or navigation of an aircraft or other aerial device;</p> <p><i>Product recall or repair</i></p> <p>the cost of recalling, withdrawing, replacing or repairing products or of making any refund on the price paid for products;</p> <p><i>Design, formula or specification</i></p> <p>legal liability for personal injury or damage to property caused by the defective design, formula or specification by you of any products; or</p> <p><i>Liability by contract</i></p> <p>legal liability that arises because of an undertaking, guarantee or contract entered into by you except where such legal liability is assumed by you under a warranty of fitness or quality, or is implied by law, in respect of products.</p> <p><i>Public Liability</i></p> <p>any claim covered under Public Liability;</p> <p><i>Exports not originating from Australia</i></p> <p>any claim in respect of products not supplied from or originating in Australia or its external territories.</p>
<p>Extra Benefits</p> <p>We will also pay for a claim for your legal liability:</p>	<p>In addition to all of the previous legal liability exclusions, we will not pay any claims for legal liability for:</p>
<p>1. <i>Care custody or control</i></p> <p>for damage to property in your care, custody or control where that property consists of:</p> <ul style="list-style-type: none"> (a) <i>Personal belongings</i> the personal possessions of directors, business partners, employees and visitors; (b) <i>Premises temporarily occupied</i> premises and their contents that are not owned by you but 	<p>damage to any other property belonging to you or under your care custody or control;</p>

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 7 - Legal Liability cont.

What we cover	What we exclude
<p>which are temporarily occupied by you for the purpose of carrying out work in connection with the business;</p> <p>(c) <i>Leased premises</i> premises (including their fixtures and fittings) which you occupy under a lease or tenancy agreement;</p> <p>(d) <i>Vehicles in a car park</i> vehicles not owned by you nor used in connection with the business while in a free car park provided by you for the use of customers, visitors or employees; or</p> <p>(e) <i>Customers' property</i> Customers' property, being all forms of tangible property other than land or buildings, that has been left in your care, custody or control for repair, maintenance, storage or exhibition at your premises;</p>	<p>maintenance to those premises required under your lease or tenancy agreement;</p>
<p>2. <i>Non-Manual Work Worldwide Cover</i> which results from non-manual work carried out by you anywhere in the world provided that at the time of the work being carried out, the person carrying out that work was normally resident in Australia or its external territories;</p>	
<p>3. <i>Pollution</i> 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), and where such discharge, dispersal, release or escape:</p> <ul style="list-style-type: none"> • is caused by a sudden identifiable unintended and unexpected incident; and • takes place in its entirety at a specific point in time during the period of insurance; and • does not occur in North America or states or territories incorporated in or administered by any court in North America; 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. <p>We will also only pay for clean up or removal costs if they are caused by such an incident;</p>	
<p>4. <i>Vehicles</i> arising directly or indirectly out of:</p> <p>(a) the delivery or collection of goods to or from any vehicle where the personal injury or damage to property occurs beyond the limits of any carriageway or thoroughfare;</p> <p>(b) the loading or unloading of, or the delivery or collection of goods to or from any vehicle used in work undertaken by or on behalf of you, or anyone covered under this section, but which is not in your, or their physical or legal control;</p> <p>(c) the use of any vehicle as a tool of trade.</p>	<p>which you are required by law to arrange insurance in relation to a vehicle;</p> <p>which is covered by a motor insurance policy;</p>
<p>5. <i>Representation costs</i> We will pay the costs of representing you at an inquest or in any court of summary jurisdiction relating to an occurrence which may give rise to your being liable, if you have notified us in advance and we have given our prior written consent to your incurring these costs.</p>	
<p>6. <i>Cover for other people</i> The term "you" shall be extended to include:</p> <ul style="list-style-type: none"> • your personal representatives in the event of your death, or • any director, business partner, executive officer, shareholder or employee of yours, or 	

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 7 - Legal Liability cont.

What we cover

- any official, committee or member of your own canteen, sports, social, free child care facilities or welfare organisations, and any member of your own fire, first aid, medical or ambulance services, or
- any director, business partner, or senior executive of yours in respect of private work undertaken by any **employee** for such director, business partner or senior executive, and any such **employee** whilst actually undertaking such private work, or
- any principal of yours, in respect of the vicarious liability of such principal for your acts or omissions, arising out of the performance by you of any contract or agreement for the carrying out of work or services in connection with the **business**, but only to the extent required by such contract.

7. Cover for other activities

The term **business** shall be extended to include:

- private work undertaken by an **employee** for any of your directors, business partners or senior executives;
- the provision of your own sports, social, free child care facilities, and welfare organisations;
- the provision of your own fire, first aid, medical and ambulance services;
- the carrying out of repairs, maintenance, alterations or additions or demolition up to a cost of \$50,000 to or of **buildings** owned or occupied by you and shown in the **schedule**;
- the provision of food or beverages to **employees** or visitors for consumption on the **premises**, and
- the deeming of you to be a manufacturer of **products** by operation of a law of Australia or its external territories.

8. Joint insureds – claims

Where you comprises more than one party we will deal with any claim as though a separate policy had been issued to each of those parties, provided that nothing in this clause shall operate to require us to pay more than the **insured amount** in the **schedule**.

What we exclude

personal injury or **damage to property** caused by any qualified medical practitioner;

personal injury or **damage to property** caused by any qualified medical practitioner.

What we pay

If we agree to pay for a claim for **legal liability**, we will pay the relevant damages and **additional costs**.

Limits to what we pay

The limits set out below (for each **occurrence** or series of **occurrences**, and the total limits for the **period of insurance**) are subject to the following proviso.

Subject always to the limit set out below in Pollution (Extra Benefit 3) if any one **occurrence** or series of **occurrences** results wholly or partially in pollution of any kind or magnitude, we will only pay up to the **insured amount** shown in the **schedule** by Public Liability for all claims for **legal liability** under this section in respect of that **occurrence** or series of **occurrences**.

Public liability

We will pay up to the **insured amount** in the **schedule** for damages for any one **occurrence** or series of **occurrences** due to, or arising out of, any one source or original cause. We will also pay **additional costs**.

Products liability

For claims arising out of **products**, we will pay up to the **insured amount** in the **schedule** for damages in respect of any one **occurrence** or series of **occurrences** due to, or arising out of, one source or original cause, and limited in total in any one **period of insurance** to that **insured amount**. We will also pay **additional costs**.

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 7 - Legal Liability cont.

Pollution (Extra Benefit 3)

For all claims arising wholly or partially out of pollution we will pay up to the **insured amount** shown in the **schedule** for damages and clean up costs or removal costs during any one **period of insurance**. We will also pay **additional costs**.

Property in care, custody or control

For claims in respect of **damage to property** described in Extra Benefit 1 (a) to (d), we will pay up to the **insured amount** shown by "Public Liability" in the **schedule** for any one **occurrence** or series of **occurrences** due to, or arising out of, any one source or original cause.

For claims in respect of **damage to property** described in Extra Benefit 1 (e), we will pay up to the **insured amount** shown by "Care custody or control" in the **schedule** for any one **occurrence** or series of **occurrences** due to, or arising out of, any one source or original cause.

North America (Extra Benefit 2)

We will pay up to the **insured amount** shown in the **schedule** in total for all damages and **additional costs** for any one **occurrence** which results in a **legal liability** in North America or states or territories incorporated in or administered by any court in North America.

Our right to pay the full limit at any time

In respect of any claim we may pay to you the **insured amount** shown in the **schedule** (less any sums already paid or incurred) or any lesser amount for which the claim can be settled. We will then relinquish control of any such claim and be under no further liability for the claim except for costs and expenses for which we are liable prior to the date of such payment.

Contribution to costs

If we have not exercised our right under "Our right to pay the full limit at any time", our liability to pay **additional costs** where any sum or sums exceeding the relevant **insured amount** have to be paid shall be limited to such proportion of the said **additional costs** as such **insured amount** bears to the amount paid to resolve the claim.

Excess

You must pay the amount of any **excess** shown in the **schedule** for each claim you make for **legal liability** for **damage to property**.

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 8 - Tax Probe®

This section of the policy covers the professional fees such as Accountant's fees incurred by you in connection with an audit of your business's financial or tax affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory Department, Body or Agency.

Along with any other sections of cover you have chosen, this document makes up Part 3 of your Product Disclosure Statement. Your Product Disclosure Statement is made up of parts 1, 2 and 3.

What is an **audit**?

the investigation of your tax or financial affairs by either:

- the Australian Taxation Office (ATO) following lodgement of your tax returns for a **designated liability** but does not include:
 - 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"); and
 - any audit of superannuation funds' contributions arising from or relating to a superannuation funds' compliance with any of the provisions of the Superannuation Industry Supervision Act 1993 ("SIS"); or
- the responsible Commonwealth, State or Territory Department, Body or Agency following lodgement of your returns and the making of an assessment (including self assessed liability) or relevant document for a **designated liability** but does not include any audit of a superannuation fund, superannuation contribution or superannuation compliance related matter.

For the purpose of this section, the **audit** commences at the time you 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 a **designated liability**; or
- (c) when the **auditor** has issued an assessment or amended assessment of a **designated liability**.

You can claim for the **professional fees** reasonably and necessarily incurred by you in connection with an **audit** which commenced during the **period of insurance** as described under "What we cover" if:

- ✓ "Tax Probe®" is shown under "What's Covered" in the **schedule**;
- ✓ a Commonwealth, State or Territory Department, Body or Agency or the ATO conducts an **audit** of your **business**;
- ✓ the claim is not excluded under the "What we exclude" column; and
- ✓ the claim is not excluded under the General Exclusions listed in the Customer Information Booklet (known as Part 2 of the PDS).

What we cover

Audits

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 insurance**, provided that **you**

- lodge taxation and other returns within the time limits prescribed by statute or, if an extension is granted by the **auditor**, within the further period granted;
- pay all taxes by their respective due dates or if an extension is granted by the **auditor**, within the further period granted;
- respond to letters, requests and enquiries from the **auditor** within a reasonable time;
- 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.

What we exclude

Audits by a Commonwealth, State or Territory Department, Body or Agency or the ATO

We will not pay:

- if a return or document which is required to be lodged in relation to which the **audit** is proposed to be conducted has not been lodged either at all or properly, or by the due date;
- if the **audit** relates to an **audit** conducted by or on behalf of the Australian Prudential Regulation Authority;
- in relation to routine enquires or enquires from the **auditor** which are not identified as being either preliminary to or relating to an **audit** being conducted by the **auditor**;
- in relation to an **audit** if, prior to the commencement of the **period of insurance**, you or any person acting on your behalf:
 - (a) received or have received notice from the **auditor** of the proposed **audit**; or
 - (b) had information that the **audit** was likely to take place;
- professional fees** of persons or organisations ordinarily resident outside Australia; where there has been:
 - (i) a deliberate act or a fraudulent omission in relation to a return or document or in communications with the **auditor** by you or any person acting on your behalf;
 - (ii) a statement whether orally or in writing by you or any person acting on your behalf which was false or misleading in a material particular and/or which was made knowingly, recklessly or negligently to an **auditor**. In order to avoid doubt, it is declared that this exclusion does not apply if the false or misleading statement was made relying on representations made by the **auditor**, or if you did not and could not reasonably have known that the statement was false or misleading, or if the statement was made on the basis of an honest and reasonable mistake as to what the law was;

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 8 - Tax Probe[®] cont.

What we cover

What we exclude

if at the commencement of the **audit** you are bankrupt within the meaning of the Bankruptcy Act 1966, or insolvent or under external administration within the meaning of the Corporation Law;

professional fees:

- (a) incurred after the **audit** has been completed (including in relation to any objection lodged with the **auditor** in respect of the **audit** or any assessment or amended assessment issued after the **audit** is completed);
- (b) incurred more than twelve months after the commencement of the **audit**, unless you can show that completion of the **audit** has been delayed as a result of the conduct of the **auditor**;
- (c) which are 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 be incurred for work done prior to or as part of the preparation of your accounts, returns, taxation and financial records prior to the lodgment of your taxation returns, financial records, or any document required by the relevant legislation in connection with a **designated liability**.

Audit by the ATO

In addition we will not pay for any claim relating to an **audit** by the ATO:

if you fail to comply with any requirement or obligation imposed upon you by any relevant legislation;

if a return in relation to which the **audit** is proposed to be conducted:

- (a) has not been lodged either at all or properly, or by the due date; or
- (b) was not prepared or reviewed by an Accountant prior to dispatch;

if, in relation to taxation matters, you:

- (a) have not properly or at all maintained records which:
 - you are either required to keep or should or would keep in the ordinary course of business; or
 - would be kept ordinarily in relation to a **designated liability**; or
- (b) are notified by the **auditor** that you have not satisfied record keeping requirements or that the standard of records (including accounting and/or taxation records kept by you) are unsatisfactory.

if the **audit** is conducted specifically for the purposes of determining if any fine, penalty or prosecution action should be imposed in connection with any act, failure or omission by you in relation to a **designated liability**, or in connection with any failure, act or omission arising from, or in connection with, your statutory obligations for any **designated liability**;

if you without lawful justification refused to or failed to comply with a request made by or on behalf of the **auditor** for the production of documents or the supply of information;

if a return in relation to which the **audit** is proposed to be conducted:

- (a) has not been lodged either at all or properly by the due date;
- (b) was not prepared or reviewed by an accountant prior to dispatch.

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 8 - Tax Probe[®] cont.

<i>What we cover</i>	<i>What we exclude</i>
	<p>This exclusion does not apply in respect of</p> <p>(a) a prescribed goods and services tax return, Business Activity Statement (BAS); or</p> <p>(b) a return in respect of income derived from:</p> <ul style="list-style-type: none">• a contract of employment or service between you and a third party (but not where the income is paid by a company in which you are a director or have a controlling interest);• superannuation, pension or other retirement benefits received by you;or• income derived from personal investments upon which you are not wholly or mainly dependent for support.
<p><i>Optional cover</i></p> <p><i>Director Tax Probe[®]</i></p> <p>If “Director – Tax Probe[®]” is shown on the schedule under “Interested Parties” then we will extend the definition of you for this section to include all directors named under “Interested Parties” and identified by Director – Tax Probe[®].</p>	

What we pay for a Tax Probe[®] claim

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 insurance**.

Limits to what we pay for an audit by the Australian Taxation Office

The most we will pay for all claims during the **period of insurance** relating to **prescribed goods and services tax returns**, and **record keeping audits** is the amount shown on the **schedule** for these matters.

The most we will pay for any other audit by the ATO is:

- for any one claim, the amount shown on the **schedule** as “any one audit” and
- for all claims during the **period of insurance**, the amount shown on the **schedule** as “any one period of insurance”.

Limits to what we pay for an audit by Commonwealth, State or Territory Department, Body or Agency

The most we will pay for all claims during the **period of insurance** for an **audit** by a Commonwealth, State or Territory Department, Body or Agency is the amount shown on the **schedule** for this.

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 9 - LegalPower®

This section of the policy covers the legal expenses you may incur when pursuing or defending your legal rights in respect of disputes including but not limited to Employment, Contracts and Property. Along with any other sections of cover you have chosen, this document makes up Part 3 of your Product Disclosure Statement. Your Product Disclosure Statement is made up of parts 1, 2 and 3.

You can claim for **legal costs and expenses** if:

- ✓ “Legal Power®” is shown under “What’s Covered” in the **schedule**;
- ✓ there are reasonable grounds for pursuing or defending the legal proceedings;
- ✓ it is reasonable for **legal costs and expenses** to be provided in the particular case;
- ✓ if you have used your best endeavours to include an **ADR clause** in all contracts relating to your **business**;
- ✓ the dispute is specified under the “What we cover” column of this section;
- ✓ the dispute occurs within the **period of insurance**;
- ✓ the dispute occurs within Australia;
- ✓ the legal proceedings take place in Australia;
- ✓ the legal proceedings apply only Australian law;
- ✓ the dispute is not excluded in the “What we exclude” column of this section;
- ✓ the dispute is not excluded by any of the General Exclusions listed in the Customer Information Booklet (known as Part 2 of the PDS), and
- ✓ you have complied with the Legal Power Claims Conditions which are set out later in this section.

What we cover

A Employment

I. Contract Disputes

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

II. 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 the **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.

B 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 in paragraphs A or E.

C Contract Disputes

A dispute concerning a contract for the buying, renting, or supply of goods or services in relation to the **business**.

D Property

A dispute arising from:

- (a) loss of or damage to land and/or buildings owned by you or for which you are responsible for the purpose of the business, or
- (b) 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**.

E Trade Practices Act

A dispute arising from:

What we exclude

We are not liable for any claim in respect of or arising from or relating to:

- civil proceedings where the amount in dispute is less than \$5,000;
- any act, omission or dispute which occurred prior to the commencement of the **period of insurance** 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;
- **legal costs and expenses, attendance expenses and opponents civil costs** incurred prior to the written acceptance of a claim by us;
- an act, omission or dispute between any two or more parties who are named as “Policyholder” in the **schedule**;
- the molestation of, the interference with, the mental abuse of or the physical abuse of any persons by:
 - (a) you; or
 - (b) an **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;

- defamation, slander or libel;
- a dispute with us arising from any claim made under this policy;
- the use, ownership or possession by you or an **insured employee** of any motor vehicle, boat, vessel, craft or aircraft;
- patents, copyrights, trade marks, merchandise marks, registered designs, intellectual property and secrecy and confidentiality agreements;
- disputes concerning undefended debts or concerning debts owed by or to private individuals for non-business purposes;
- a contract of insurance where the dispute arises only in respect of the sum of money or other compensation payable under that contract;
- monies owed to you, where the claim is made 6 months or more after those monies became due and payable;
- mining subsidence or land subsidence;
- the mining, processing, transport or storage of fibreglass
- the installation, removal or treatment of fibreglass
- the use of fibreglass or fibreglass products or products

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 9 - LegalPower® cont.

What we cover

- (a) the operation of the Trade Practices Act 1974
- (b) 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**.

What we exclude

- containing fibreglass;
 - the manufacture and/or processing of fibreglass or raw materials containing fibreglass;
 - 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; or
 - 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 purposes of the paragraph above:
- damage means physical loss, damage or destruction and resultant loss of use, and
 - Property means any tangible or intangible property and includes **property**.
 - a matter where **you** or an **insured employee**:
 - 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**;
 - fail to give proper instructions in due time to the **appointed solicitor** or counsel appointed by them; or
 - are responsible for delay which is prejudicial to the successful outcome of the claim or legal proceedings;
 - 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;
 - the breach or alleged breach of any professional duty, including advice or treatment advice, by you or an **insured employee**;
 - damages (including associated **legal costs and expenses**) for death, bodily injury, disease or illness of or to any person;
 - **damage** (including associated **legal costs and expenses**) to any property;
 - the transit of any goods or property by air or by sea;
 - 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;
 - the compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on or damage to any property;
 - 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 inter-governmental, governmental, public or local authority except insofar as the claim relates to accidental damage arising from such activities;
 - payment of fines or other penalties which you or an **insured employee** may be ordered to pay;
 - costs which you or an **insured employee** may be ordered to pay by a criminal jurisdiction;
 - relating to any criminal act committed deliberately or with wilful intent by you or an **insured employee**.

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 9 - LegalPower® cont.

LegalPower® Claims Conditions

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 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

- Upon making a claim you may either ask us to nominate a solicitor to act for you or nominate a solicitor of your choice.
- If you ask, we will recommend the appointment of a solicitor and you will instruct that solicitor accordingly.
- 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.
- 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.
- 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.
- 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

- 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.
- 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.
- 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.
- 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 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 **opponent's 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.
- 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.
- If we ask, you must require the **appointed solicitor** to have the **legal costs and expenses** or **opponent's civil costs** taxed, assessed or audited by the relevant authority.
- 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.
- If you withdraw from the claim without our prior agreement then the **legal costs and expenses, attendance expenses** and **opponent's 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.
- 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 section.

Dispute Resolution

- You must, at our direction, use any Alternative Dispute Resolution (**ADR**) process available before taking legal action in respect of an insured dispute.
- You must use your best endeavours to have any **commercial dispute** resolved through **ADR**.
- 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

- 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.
- 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.

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 9 - LegalPower® cont.

What we pay for a claim for legal costs and expenses

A: Employment Contract Disputes

We will pay for 90% of the **legal costs and expenses, attendance expenses** and where applicable **opponents civil costs** incurred 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 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 **insured amount** shown on the **schedule**.

A2: 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 **insured amount** shown on the **schedule**.

B: 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 **insured amount** shown on the **schedule**.

C: 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 **insured amount** shown on the **schedule**.

D: 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 **insured amount** shown on the **schedule**.

E: 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 **insured amount** shown on the **schedule**.

Limits to what we pay

The most we will pay is shown next to **insured amount** in the **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**.

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 10 - Commercial Motor

This section of the policy covers your business's vehicles. You can choose between three different types of cover for each vehicle you insure.

- **Comprehensive Cover** – which covers the accidental damage to your vehicle, and the cover offered by the other two options
- **Third Party, Fire and Theft Cover** – which covers the theft of your vehicle and the cover offered by Third Party Cover
- **Third Party Cover** – which covers supplementary bodily injury and damage to third party property

The cover you have selected will be displayed next to each vehicle in the schedule.

Along with any other sections of cover you have chosen, this document makes up Part 3 of your Product Disclosure Statement. Your Product Disclosure Statement is made up of parts 1, 2 and 3.

What is your vehicle?

Your **vehicle** means:

- a mechanically propelled motor vehicle or trailer that is designed for use on land only, including any of its accessories, emergency and servicing equipment and spare parts installed by the manufacturer as standard equipment (but not gates, chains, ropes, tarpaulins or other articles or materials used to cover or secure loads), and

- **specified accessories**

which are your property and specified in the **schedule**.

When to specify accessories and optional extras

If you want to insure an accessory or an optional extra that was not supplied by the manufacturer of your **vehicle** as standard equipment, you must specify it. If it is not specified, it is not covered. For example, if you buy a second hand **vehicle** and replace the old radio/cassette with a CD player, we will not cover the CD player unless you specify it.

Purchase of a replacement vehicle

If you sell your **vehicle** and buy another **vehicle** and the purchase price is less than \$100,000, we will insure the **replacement vehicle** under this section for 14 days from the date you bought the **replacement vehicle**.

We will only continue to insure your **replacement vehicle** after 14 days if:

- you give us details about the **vehicle**,
- we agree to insure it, and
- you pay any extra premium that we ask you to.

Not at fault accidents

We will consider an accident not to be your fault if:

- we agree that it is not your fault, or
- 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.

Vehicle Cover

The cover you have chosen for each **vehicle** is shown on the **schedule**. The table below shows which parts of this section apply to your **vehicle**.

Cover	Applicable Parts.
Comprehensive	Parts 1 and 2 apply.
Third Party, Fire & Theft	Part 1 insured events 1, 2, 3 and 4 and "Extra Benefits" 1 and 4, and Part 2 apply.
Third Party only	Part 1 does not apply. Part 2 applies.
Own Damage only	Part 1 applies. Part 2 does not apply.
Fire and Theft only	Part 1 insured events 1, 2, 3 and 4 and "Extra Benefits" 1 and 4 apply. Part 2 does not apply.

Application of Excess

There are 3 types of **excess** that may apply to your claim:

1. basic **excess**
2. age **excess**
3. inexperienced driver **excess**.

If any of these **excesses** apply to you or other drivers of your **vehicle**, you will find the amounts shown in the **schedule**. You pay these **excesses** and we pay the balance of the agreed claim amount.

Before we tell you about these **excesses** in more detail, please note these 3 important points:

A) *Not at fault accidents*

If you are involved in a not at fault accident, you may not have to pay any **excess** at all on your claim (refer Faultless Excess Extra Benefit).

B) *Claims where only a basic excess applies*

No age or inexperienced driver **excess** applies if the claim is for:

- a broken windscreen or **vehicle** window;
- **damage** caused while the **vehicle** is parked;
- **damage** caused by hail, flood, storm and other natural disasters.

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 10 - Commercial Motor cont.

We only apply a basic **excess** to these claims.

C) Excess in legal liability claims

If we agree to pay a claim for your legal liability, you must first pay any **excess** that applies to your claim. This **excess** will not apply if you have already paid an **excess** for **loss** or **damage** to your **vehicle** for the same **event**.

Please remember, the amount of any **excess** that applies to your claim is shown in the **schedule**.

1. Basic excess

We apply a basic **excess** to every claim unless we agree you do not have to pay this **excess**.

Additional excess – tipping of load

The basic **excess** is increased by 100% for a claim that arises when the **vehicle** is undertaking any activity associated with tipping its load.

Additional excess – earthmoving, lifting and maintenance vehicles

The basic **excess** is increased by 100% for a claim in respect of earthmoving, lifting or maintenance vehicles:

- involving malicious damage or vandalism if vandal proof covers are not fitted to instrument panels or fuel filling points,
- where the **vehicle** is hired out without a driver/operator employee in your direct control.

2. Age excess

In addition to the basic **excess**, we apply an age **excess** to a claim if the person driving at the time of the **loss** or **damage** is under 25.

3. Inexperienced driver excess

In addition to the basic **excess**, and any age **excess**, an inexperienced driver **excess** may also apply.

We apply this **excess** if the person driving the vehicle has, at the time of the **loss** or **damage**, been licensed to drive for less than 2 years.

Part 1 – Loss of or damage to your vehicle

You can claim for **loss** of or **damage** to your **vehicle** caused by an insured **event** as described under “What we cover” if:

- ✓ the insured **event** happens during the **period of insurance**;
- ✓ the **loss** or **damage** occurred within Australia or its external territories;
- ✓ the **loss** or **damage** is not excluded by anything under the “What we exclude” column of Part 1 – Loss of or Damage to your **vehicle**;
- ✓ the **loss** or **damage** is not excluded by Commercial Motor section exclusions listed later in this section;
- ✓ the **loss** or **damage** is not excluded by any of the General Exclusions listed in the Customer Information Booklet (known as Part 2 of the PDS).

What we cover

We will pay for **loss** of or **damage** to your **vehicle** caused by one or more of the following insured **events**:

1. theft or attempted theft;
2. fire;
3. lightning;
4. explosion;
5. accident;
6. any other **event**.

What we exclude

We will not pay for:

- the repairing of **damage** not caused by the **event** you are claiming for;
- repairs that are done without first getting our written consent other than emergency repairs in accordance with the Emergency repairs Extra Benefit;
- the fixing of faulty repairs that were done before this section was taken out;
- **loss** or **damage** due to wear and tear, corrosion, rusting or depreciation;
- **loss** or **damage** due to mechanical, structural, electrical or electronic breakdown, failure or breakage. For example, we will not pay for the repair or replacement of an airbag that malfunctions;
- tyre **damage** caused by punctures, bursts, road cuts or applying brakes;
- **loss** or **damage** caused by you failing to take reasonable steps to protect, prevent or diminish further **loss** of or **damage** to your **vehicle** after:
 - it breaks down; or
 - it is **damaged** in an accident; or
 - you have been notified that your stolen **vehicle** has been found;
- **loss** that occurs because you cannot use your **vehicle**. For example, if you have an accident on your way to the airport that causes you to miss your flight, we will not refund the cost of the tickets;
- the hiring of a vehicle (other than the cover given under “Extra Benefits”);
- **vehicle** accessories and tools other than those:
 - supplied by the manufacturer of your **vehicle** as original

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 10 - Commercial Motor cont.

What we cover	What we exclude
<p>Extra Benefits</p> <p>1. <i>Towing and storage:</i> <i>applicable to comprehensive and third party fire and theft cover only</i></p> <p>If we agree to pay a claim, and the damage to your vehicle means that it cannot be driven, we will pay the reasonable cost of towing to a suitable location and storage if necessary, for the inspection of damage.</p>	<p>equipment; or</p> <ul style="list-style-type: none"> - specified accessories; • loss or damage to any load; or • loss or damage caused by or arising from any person or organisation who lawfully takes possession of your vehicle.
<p>2. <i>Emergency repairs:</i> <i>applicable to comprehensive cover only</i></p> <p>If we agree to pay a claim, and the damage means that your vehicle cannot be driven without emergency repairs, we will pay for those emergency repairs. You do not need our consent to have this done. For example, replacing a smashed headlight at night.</p>	<p>We will not pay more than \$500 any one event.</p>
<p>3. <i>Returning your vehicle after repair:</i> <i>applicable to comprehensive cover only</i></p> <p>If we agree to pay a claim and your vehicle is not capable of being driven on the road, we will pay for the cost to transport the driver</p> <ul style="list-style-type: none"> • to the driver's place of residence or destination from the place at which the vehicle has become immobilised and • to collect the vehicle from the place where it has been repaired. 	<p>We will not pay more than \$250 any one event.</p>
<p>4. <i>Hire of replacement vehicle:</i> <i>applicable to comprehensive and third party, fire and theft cover only</i></p> <p>If your vehicle is stolen and we agree to pay a claim, we will pay for the cost of hiring a replacement vehicle of similar type from the date of the theft to the date of recovery up to a maximum of 14 days.</p> <p>We may at our option provide a replacement vehicle for that period.</p>	<p>We will not pay more than a maximum of 14 days vehicle hire costs any one event.</p>
<p>5. <i>Artwork and sign writing:</i> <i>applicable to comprehensive cover only</i></p> <p>If we agree to pay a claim, we will pay for the cost of reinstating artwork or sign writing on the vehicle.</p>	<p>We will not pay more than \$1000 for any one event.</p>
<p>6. <i>Personal items and effects:</i> <i>applicable to comprehensive cover only</i></p> <p>If we agree to pay a claim, we will pay for the cost of repairing or replacing personal effects in the vehicle, if such items are not insured under another policy.</p>	<p>We will not pay more than \$500 for any one event.</p>
<p>7. <i>Trailer:</i> <i>applicable to comprehensive cover only</i></p> <p>We will pay for loss of or damage to a trailer owned by you (other than a caravan) which occurs while it is attached to your vehicle, and it is being used for private use.</p>	<p>We will not pay more than \$500 or the market value of your trailer, whichever is the lesser for any one event. We will not pay for any property on the trailer.</p>
<p>8. <i>Faultless excess:</i> <i>applicable to comprehensive cover only</i></p> <p>You will not have to pay an excess in respect of a claim if:</p> <ul style="list-style-type: none"> • we agree that it the accident was not your fault; • you prove that another person was completely responsible; 	

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 10 - Commercial Motor cont.

What we cover	What we exclude
<ul style="list-style-type: none"> • you tell us that person's name, current address and the registration number of their vehicle; and • the claim is for more than the excess. 	
<p>9. <i>General Average and salvage:</i> <i>applicable to comprehensive cover only</i></p> <p>If your vehicle is being transported by sea between Australian ports we will pay for your contribution for your vehicle if "General Average" is declared.</p> <p>General Average is declared when goods or cargo are thrown overboard to safeguard the vessel and the remaining property on the vessel. The expenses and salvage costs incurred by the ship owner in preserving the vessel and cargo are shared by those whose property is thereby saved.</p>	
<p>10. <i>Lease payout:</i> <i>applicable to comprehensive cover only</i></p> <p>If we agree to pay a claim for total loss and the market value at the time of the loss is less than the amount owing by you under a valid hire purchase, leasing or other finance agreement, we will pay an additional amount up to the amount owing on the lease, but not exceeding 10% of its market value less any:</p> <ul style="list-style-type: none"> • payments and interest in arrears at the time of loss; and • discounts in respect of finance charges and/or interest for the unexpired term of the lease. 	
<p>11. <i>New vehicle benefit:</i> <i>applicable to comprehensive cover only</i></p> <p>If:</p> <ul style="list-style-type: none"> • your vehicle is a registered sedan, station wagon, panel van or utility; • has travelled less than 40,000 kilometres; • the total loss occurs within 1 year of the date your vehicle was first registered; and • any finance company with an interest in your vehicle gives its consent; <p>we will replace your vehicle with a new vehicle of the same make and model including similar accessories, tools and spare parts (all subject to local availability). We will also pay for statutory and dealer delivery charges.</p> <p>If an identical replacement vehicle is not available, we will only pay the value of your vehicle.</p>	<p>We will not pay for the registration and any statutory compulsory insurance.</p>
<p>12. <i>Cleaning-up and removal of debris:</i> <i>applicable to comprehensive cover only</i></p> <p>We will pay the costs, charges and expenses, reasonable and necessarily incurred in removing or cleaning up debris following an event involving the vehicle or caused by, or arising from, goods falling from the vehicle.</p>	

What we pay

If we agree to pay a claim, we will either pay you for a **partial loss** or **total loss**. This is determined by the **loss** or **damage**, the cost of repair and the **value of your vehicle**.

What is a total loss or partial loss?

If 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, we will consider the **loss** or **damage** to be a **total loss**. Otherwise, we will consider the **loss** or **damage** to be a **partial loss**.

Partial loss

If we agree to pay your claim for a **partial loss**, we may choose to:

- repair your **vehicle**, or any part of it; or

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 10 - Commercial Motor cont.

- replace any part of your **vehicle**; or
- pay you the costs of repairing or replacing your **vehicle**, or any part of it.

For parts or accessories that we agree to replace that are not readily available in Australia, we will only pay the last list price of these items in Australia, or the cost of similar comparable items, plus the reasonable cost of fitting.

We will subtract any **excess** that may apply.

Limit to what we pay

If we agree to pay your claim, we will not pay you more than:

- the most competitive quote as adjusted by our assessor; or
- the **value of your vehicle** less salvage value,

whichever is the lesser.

Replacement of parts

Parts used in the repair of your **vehicle** will be new or consistent with the age and condition of your **vehicle**.

Lifetime guarantee for repairs to sedans and light commercial vehicles

If your **vehicle** is a sedan, station wagon, 4 wheel drive or goods carrying vehicle with a carrying capacity of less than 2 tonnes, the quality of the workmanship and the materials authorised by us in the repair of the **vehicle** will be guaranteed for the life of your **vehicle** while it is still owned by you.

Total Loss

If we agree to pay your claim for a **total loss**, we will pay you the **value of your vehicle** less any **excess** that may apply.

Limits to what we pay

Market value

If the **vehicle** is shown in the **schedule** as having a **market value**, and the **insured amount** does not show a figure in dollars, the most we will pay you is the **market value** of your **vehicle**.

If the **vehicle** is shown in the **schedule** as having a **market value**, and the **insured amount** does show a figure in dollars, the most we will pay you is the lesser of the **market value** or the **insured amount**.

Agreed value

If the **vehicle** is shown in the **schedule** as having an **agreed value**, the most we will pay you is the amount shown in the **schedule**. The option you choose will be shown in your **schedule**. Please remember the **market value** or **agreed value** of your **vehicle** includes any **specified accessories**. Please remember **excesses** may apply. You pay these **excesses** and we pay the balance of the agreed claim amount.

Third Party, Fire and Theft

If the **vehicle** is shown in the **schedule** as having third party fire and theft, the most we will pay you is **market value** or \$5,000, whichever is the lesser. This value is calculated at the time of the **total loss** or **damage**.

Salvage

When we pay for a **total loss**, your vehicle or its wreck, including any **specified accessories**, becomes our property.

Part 2 – Legal Liability

What is legal liability in this section?

Legal liability means that an Australian court finds, or we accept, that:

- you are;
- a person using your **vehicle** with your permission is;
- a passenger in your **vehicle** is; or
- your employer, principal or business partner is legally responsible to pay compensation for:
- **loss of or damage** to property owned or controlled by someone else, or
- the death of, or bodily injury to, another person.

In relation to death or bodily injury this section has been provided, and the premium calculated, on the basis that you have compulsory third party insurance for the insured vehicle/s that covers your liability for death or bodily injury, as well as public liability insurance that covers your liability for death or bodily injury.

In applying for this section, you have informed us that you have compulsory third party insurance and public liability insurance. It is a condition of your entitlement to cover under this policy that you maintain cover under your compulsory third party insurance and public liability insurance for such death or bodily injury.

What your vehicle also means in this section

In this part, your **vehicle** also means:

- a trailer
- a caravan or
- another **vehicle** which has broken down

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 10 - Commercial Motor cont.

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.

We will pay for a claim for your **legal liability** as described in the “What we cover” column, if that legal liability:

- ✓ occurs during the **period of insurance**;
- ✓ occurs in Australia or its external territories;
- ✓ was not expected or intended to give rise to **legal liability**;
- ✓ is not excluded under the “What we exclude” column;
- ✓ is not excluded by any of the Commercial Motor section exclusions listed later in this section;
- ✓ is not excluded by any of the General Exclusions listed in the Customer Information Booklet (known as Part 2 of the PDS);

and in relation to death or bodily injury you are not entitled to total or partial cover under any compulsory third party insurance or public liability insurance which you have in place.

What we cover

We will pay a claim for **legal liability** if the accident that gives rise to the liability is one that is caused by:

- you or another licensed person driving, using or being in charge of your **vehicle** with your permission
- your driving, using or being in charge of any other **vehicle** being used as a **substitute vehicle**. For example you use a courtesy vehicle while your **vehicle** is being repaired;
- goods being carried by or falling from your **vehicle** or **substitute vehicle**;
- loading or unloading your **vehicle** or a **substitute vehicle**; in a street or thoroughfare; or
- a passenger in your **vehicle** with your permission while travelling or getting in or getting out of your **vehicle**

What we exclude

We will not pay a claim for **legal liability**

- if the **legal liability** is for **loss** of or **damage** to property which is owned or controlled
 - by you
 - by the person who is legally liable;
 - by any person related to you;
 - by any person who lives with you;
 - by your directors, officers, business partners or employees; or
 - by any person covered by this policy;
- for **loss** or **damage** to your own vehicle or to a **substitute vehicle**;
- for the death of or bodily injury to:
 - you;
 - any person related to you;
 - any person who usually lives with you;
 - your directors, officers, business partners or employees if the accident that gives rise to the liability arises out of or in the course of their employment;
 - to the person who is legally liable;
 - to any person who usually lives with the person who is legally liable;
 - to the employees of the person who is legally liable if the accident that gives rise to the legal liability arises out of or in connection with their employment;
- if you or the person legally liable are entitled to be compensated by any statutory compulsory insurance, or motor vehicle accident compensation scheme;
- for any claim that you or the person legally liable would have been compensated for if you had insured or registered your vehicle or lodged a claim as required by any statutory compulsory insurance or motor vehicle accident compensation scheme;
- for any amount:
 - which is in excess of any monetary or other limitations imposed by law;
 - which is below any threshold amount imposed by law;
 - which is an excess or deductible under your compulsory third party insurance or public liability insurance;
 - which by operation of law is not recoverable;
 - for which you or the person legally liable would have been covered under any compulsory third party insurance as it existed at the time of the commencement of the **period of insurance** even though there may have been a change in law during the **period of insurance**;

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 10 - Commercial Motor cont.

What we cover

What we exclude

	<ul style="list-style-type: none">• if the other person who is legally liable has been refused motor insurance or has had renewal of a motor insurance not offered because of their driving, claims or criminal record;• if the legal liability is 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;• caused by any person or organisation who lawfully destroys or takes possession of your vehicle;• arising because you:<ul style="list-style-type: none">– are only liable under a contract you have entered into;– have accepted liability without our agreeing to it first;• caused by the operation of the vehicle or of any attachment, item of plant or machinery (mechanical or otherwise) as a tool of trade;• arising out of vibration caused by the vehicle;• arising out of the weight of the vehicle exceeding any lawful requirements or limit or advisory signs;• arising out of the use of an unregistered vehicle;• arising out of the carrying or towing of dangerous goods, unless you comply with any applicable law or regulation for the transportation of dangerous goods;• arising directly or indirectly from:<ul style="list-style-type: none">– the transportation, distribution, and/or storage of asbestos;– any material containing asbestos or any process of decontamination, treatment or control of asbestos. This will only apply to death of or bodily injury arising in consequence of inhalation of asbestos fibre, and to loss or damage due to the presence of asbestos;• caused by or 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 or any watercourse, or body of water (including groundwater), or is in respect of costs or expenses incurred in preventing removing or cleaning up such contaminants or pollutants (except as covered in the Commercial Motor “Extra Benefits”);• for any penalties, fines or punitive, exemplary, multiple or aggravated damages; or• actions brought in a court outside Australia or in a court that applies other than Australian law.
<p>Extra Benefits</p> <p><i>1. Uninsured vehicles:</i></p> <p><i>applicable to third party or third party fire and theft cover</i></p> <p>We will pay for loss of or damage to your vehicle as a result of a collision with another vehicle if:</p> <ul style="list-style-type: none">• we agree the other driver was completely at fault;• you tell us the name, address and license number of the other driver;• you tell us the registration number of the other vehicle;• you report the event to the police;• the driver or owner of the other vehicle was not insured; and• the driver or owner was not anybody insured under this section.	<p>We will not pay more than \$5,000 for loss or damage to your vehicle during any one period of insurance.</p>
<p><i>2. Indemnity to principal</i></p> <p>We will also pay for your legal liability as set out in this section, in respect of any vehicle not owned or supplied by you while that vehicle is being used or driven by you or a person authorised by you in connection with the business.</p>	

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 10 - Commercial Motor cont.

What we cover

3. Pollution

Legal liability for death of or bodily injury or **loss** or **damage** 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), and 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 incident;
- takes place in its entirety at a specific point in time during the **period of insurance**; 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 only pay for clean up or removal costs if they are caused by such an incident.

What we exclude

What we pay

If we agree to pay a claim for **legal liability**, we will pay:

- compensation;
- legal fees 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 following an **event** involving the **vehicle** or arising from goods falling from the **vehicle**.

We will also pay for legal costs in representing you or any other person covered by this 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.

We will subtract 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 \$20 million but restricted to:

- \$500,000 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**;
- \$500,000 during the **period of insurance** in respect of the "Pollution Extra Benefit"; or
- \$500,000 for any one **event** occurring within the external territories of Australia, but only in respect of the death of or bodily injury to another person.

This amount includes all legal costs and expenses:

- that we agree to in writing before they are incurred, or
- for which you or another person covered under part 2 have a **legal liability** to someone else.

Commercial Motor section exclusions

We may refuse or reduce a claim if:

1. Modified vehicle

your **vehicle** has been converted or modified by someone other than the manufacturer and these conversion or modification details are not shown in your **schedule**. For example, if you put a high powered engine into your vehicle, or lower its suspension or fit oversized wheels and tyres.

2. Reasonable care

you do not at all times take all reasonable care to:

- protect your **vehicle** against any initial or further **loss** or **damage** (for example, if your stolen **vehicle** is recovered and is driveable, you must collect it as soon as possible); and
- obey any laws or regulations.

3. Driving under the influence

at the time of the accident or **event** which results in a claim:

- your **vehicle** is being driven or used by any person who:
 - is under the influence of alcohol or of any drug;
 - has a blood alcohol level in excess of the legal limit prescribed by the law applying in the State or Territory where the accident or **event** occurs; or
 - refuses to allow police to conduct a breath or blood test for the purpose of determining the blood alcohol content.

This exclusion will not apply:

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 10 - Commercial Motor cont.

- to the extent that there are any relevant laws which make it unenforceable;
- if you prove that you did not consent to your **vehicle** being driven or used by the person; or
- if you prove that you had no reason to suspect that the person driving or using your **vehicle** with your consent was affected by alcohol or drugs.

4. *Unlicensed driver*

your **vehicle** is being driven or used by any person:

- who is not the holder of a current driver's license that allows the person to drive a **vehicle** for the purpose for which it is being used; or
- who does not comply with all conditions imposed on their license.

This exclusion will not apply if you prove that:

- you did not consent to your **vehicle** being driven or used by the person; or
- you had no reason to suspect that the person driving or using your **vehicle** with your consent was unlicensed.

5. *Use of vehicle*

your **vehicle** is being driven or used other than for:

- commercial use in connection with the **business** specified in the **schedule**; or
- private use for social, domestic or pleasure purposes.

Commercial use and private use include:

- use in connection with repair or servicing;
- driving of the vehicle by a prospective purchaser or motor vehicle dealer or valuer when sale of the vehicle is contemplated;
- use for unpaid learner-driver instruction;
- use for a private vehicle-pool arrangement;
- towing of a caravan, trailer or **vehicle** as long as it is not for payment; or
- use to drive to and from work.

Commercial use and private use do not include:

- use as a taxi or the carrying of passengers for hire, fare or reward (other than car sharing or pooling agreements);
- use as a courier or other use primarily for the carrying of goods for reward;
- use whilst left on hire;
- use in an underground mine or for the purpose of deep mining;
- when your **vehicle** is driven on rails other than as cargo;
- your **vehicle** being driven or used in racing, pacemaking, a reliability trial, a speed or hill-climbing test or while being tested in preparation for any of these.

6. *Excess load*

your **vehicle** is being driven or used for the carrying of the number of passengers in excess of what, or towing or carrying a load which is heavier, or the dimensions are greater than, the law allows or the manufacturer specifies.

7. *Unlawful purpose*

your **vehicle** is being used for an unlawful purpose by you or by someone with your permission.

8. *Unsafe condition*

your **vehicle** is being driven or used while in an unroadworthy or unsafe condition.

This exclusion will not apply if you prove that:

- you could not reasonably have detected the unsafe or unroadworthy condition, or
- the **loss, damage** or **legal liability** was not caused or contributed to by the unsafe or unroadworthy condition.

9. *Explosion of boilers*

the **loss, damage** or **legal liability** was caused by any boiler that is attached to or forms part of your **vehicle**.

How claims affect your insurance under this section

Partial loss or legal liability

If we pay you any claim for **partial loss** or **legal liability**, your insurance under this section remains at the same amount as it was before you made your claim.

Total loss

If we pay you any claim for **total loss**, your insurance contract with us for that **vehicle** ends. Since we have carried out our part of the insurance contract in respect of that **vehicle**, you are not entitled to a refund of any premium. If you pay your premium by instalments, we will deduct any remaining instalments for the **period of insurance** from the amount of the claim before we pay it to you. This is because it is an annual contract that is paid by instalments.

Specified accessories and optional extras

If we agree to pay a claim to replace any **specified accessory** and optional extra, you must tell us if you want the replacement item to be insured and pay any additional premium we require. Otherwise, you will have no insurance for this item.

How claims affect your no claim bonus

Not at fault accidents

If the accident you claim for is not your fault, then we will not reduce your no claim bonus.

Business Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Section 10 - Commercial Motor cont.

Windscreen claims

We will not reduce your no claim bonus for any windscreen or window glass claim you make.

Other claims

When you renew your policy, we reduce your no claim bonus for each claim you have made during the **period of insurance**.