

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

Part A Section I – Home and Contents

(Your **schedule** indicates whether your **home** or **contents** or both are insured)

Your **home** and **contents** are probably the most expensive possessions you will ever own – so it is important that you have full and effective insurance to protect yourself if they are **damaged** or destroyed. We have designed this section to provide you with just that. **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.**

Types of loss or damage you can claim for

You can only claim for **loss** or **damage** to your **home**, **contents** or both, if:

- ✓ the **loss** or **damage** occurs during the **period of insurance**, and
- ✓ the **loss** or **damage** is not caused by any of the excluded events listed on pages 1 and 2, 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), and
- ✓ the **loss** or **damage** is not excluded by any of the Exclusions Applicable to Part A Section I – Home and Contents of the policy (see page 10), and
- ✓ the **loss** or **damage** is to your **home** and your **schedule** shows that **home** is insured, or
- ✓ the **loss** or **damage** is to your **contents** and your **schedule** shows that **contents** is insured.

Please check carefully that your claim satisfies all of these requirements.

Types of loss or damage you cannot claim for

In this section we describe the types of **loss** or **damage** you cannot claim for.

You cannot claim for **loss** or **damage** to your **home**, **contents** or both if it is directly caused by one or more of the 12 excluded **events** we list below:

Please note: we will not pay to repair or replace anything that only breaks down or wears out.

✓ Excluded events.
We will not pay you for loss or damage to your home , contents or both caused by:
1. events involving fire if the house has been unoccupied for 60 consecutive days immediately before the fire .
2. events involving theft or attempted theft if it was by someone who is at the site with your consent or the consent of the person who lives in your home unless the consent was obtained fraudulently. We also will not pay you for loss or damage to your home caused by theft or attempted theft if the house has been unoccupied for 60 consecutive days immediately before the theft or attempted theft.
3. events in connection with water, involving: <ul style="list-style-type: none">▼ highwater,▼ the action of the sea,▼ a tidal wave, or▼ water seeping or entering into your home because of:<ul style="list-style-type: none">▼ defects in its structure or design, or defective work done on it, or▼ structural alterations, additions, renovations or repairs.
4. events in connection with earth movement, involving the earth swelling, shrinking or settling unless that is caused by liquid accidentally escaping from plumbing.
5. events involving malicious acts if those acts are by someone who is at the site with your consent or the consent of a person who lives in your home unless the consent was obtained fraudulently. We will also not pay you for damage to your home , contents or both caused by malicious acts if the house has been unoccupied for 60 consecutive days immediately before the malicious acts.
6. events in connection with trees or branches, involving tree-logging or tree-felling done by you or done with your consent. We will also not pay for loss or damage caused by tree roots. We will also not pay for loss or damage caused by power surge resulting from an event involving trees or branches
7. events in connection with animals, involving any animal kept at the site .

✓ Excluded events.
8. events involving wear or tear, including: <ul style="list-style-type: none"> ▼ fading or marking, ▼ scratching, denting or chipping, ▼ mould, ▼ oxidisation, ▼ contamination, ▼ any gradual deterioration or process, or ▼ rust, corrosion, mildew, wet or dry rot, rising damp or seepage.
9. events in connection with the climate, involving all atmospheric or climatic conditions (other than storm , rain or flood), or evaporation.
10. events involving applied processes, including any process of: <ul style="list-style-type: none"> ▼ heating, ▼ drying, ▼ dyeing, ▼ alteration or repair, or ▼ cleaning.
11. events involving mechanical breakdown.
12. events in connection with swimming pools, involving the pool lifting or any area around the pool lifting.

Related expenses – additional protection.

When you insure your **home** or **contents**, or both with us under this section, we will also insure you for up to 13 types of related expenses – additional protection as set out below. Any amount we may pay you for related expenses is in addition to any amount we pay you as your **insured amount**.

You can only claim for one or more of the related expenses if:

- ✓ the related expense is the result of an insured event occurring during the **period of insurance**, and
- ✓ the related expense is not excluded as described under the “What we do not cover” column of this section, and
- ✓ the related expense is not excluded by any of the general exclusions listed in the Customer Information Booklet (known as Part 2 of the PDS), and
- ✓ the related expense is not excluded by any of the Exclusions Applicable to Part A Section 1 – Home and Contents of the policy (see page 10), and
- ✓ the related expense is connected to your **home** and your **schedule** shows that **home** is insured, or
- ✓ the related expense is connected to your **contents** and your **schedule** shows that **contents** is insured.

✓ What we do cover	✗ What we do not cover
<p>1. building fees and related costs.</p> <p>If you have insured your home and we agree to pay a claim under this section, we will also pay the reasonable costs of:</p> <ul style="list-style-type: none"> ▼ demolition, ▼ employing an architect, consultant or surveyor, ▼ solicitor’s fees for preparing building applications and obtaining approvals, ▼ removal of debris from the site, ▼ temporary protection of your home, and ▼ complying with a statutory notice that: <ul style="list-style-type: none"> ▼ relates to the part of your home that experiences the loss or damage, and ▼ is served after that loss or damage occurs. <p>We will pay these costs only where they are necessary to replace, rebuild, or preserve your home.</p>	<p>any costs relating to undamaged parts of your home.</p> <p>We also will not pay your costs in complying with any notice:</p> <ul style="list-style-type: none"> ▼ a statutory or other authority serves on you before the loss or damage to your home occurs, or ▼ that does not relate to the part of your home that experiences the loss or damage. <p>We will also not pay these costs where they are necessary to replace, rebuild, or preserve your contents.</p>

✓ What we do cover	✗ What we do not cover
<p>2. legal costs for discharge of mortgage.</p> <p>If you have insured your home and we agree to pay a claim under this section for the total loss of your house, we will also pay the legal costs to discharge any mortgage on the home and site.</p>	<p>these costs if you have not insured your home.</p>
<p>3. title deeds.</p> <p>If you have insured your home and we agree to pay a claim, we will pay the reasonable costs of preparing new Title Deed Documents that have also been lost or destroyed in your home.</p>	<p>these costs if you have not insured your home.</p>
<p>4. out-of-pocket expense.</p> <p>If you have insured your home and we agree to pay a claim under this section, and the loss or damage to your house means that it is not fit to live in, we will pay this out-of-pocket expense for you:</p> <p>▼ Temporary accommodation</p> <p>If you own and live in your house at the time of the loss or damage, we will pay for the reasonable cost of temporary, similar accommodation while your house is being replaced, rebuilt or repaired, that you actually incur.</p> <p>We will pay this out-of-pocket expense:</p> <p>▼ for up to 12 months from the time of the loss or damage, or</p> <p>▼ for the reasonable time taken to replace, rebuild or repair your home, whichever is shorter.</p>	<p>any more than an amount equal to 20% of the building insured amount for temporary accommodation.</p> <p>We will also not pay these costs if you have not insured your home.</p>
<p>5. electrical motor burnout.</p> <p>The cost to repair or replace any motor in a household electrical machine or appliance, but only if:</p> <p>▼ the electrical machine or appliance forms part of your home or contents, and</p> <p>▼ the motor is burnt out by electric current, and</p> <p>▼ the motor is burnt out in the home or at the site, and</p> <p>▼ the motor is burnt out during the period of insurance, and</p> <p>▼ the loss or damage is not excluded by any of the general exclusions listed in the policy.</p>	<p>the cost:</p> <p>▼ to replace fuses or protective devices, contact switches or relays, lighting or heating elements, starter switches, other parts where sparking or arcing occurs during their ordinary use,</p> <p>▼ for damage to mechanical parts of any description, or</p> <p>▼ of hiring a replacement appliance or machine.</p> <p>We will also not pay these costs if you have not insured your home and the household electrical machine or appliance forms part of your home.</p> <p>We will also not pay these costs if you have not insured your contents and the household electrical machine or appliance forms part of your contents.</p>
<p>6. food spoilage.</p> <p>The replacement of frozen or refrigerated food (including stock) that is damaged so that it cannot be eaten – but only if that damage is directly caused by:</p> <p>▼ your freezer or refrigerator breaking down,</p> <p>▼ accidental damage to your freezer or refrigerator, or</p> <p>▼ the public electricity supply failing to reach the home or site.</p>	<p>any more than \$1,000 total for frozen or refrigerated food (including stock).</p> <p>We will also not pay you if:</p> <p>▼ the loss or damage to the refrigerator or freezer, or the interruption to the electricity supply is a direct result of a strike, or</p> <p>▼ you or your family cause the frozen or refrigerated food (including stock) to spoil, or</p> <p>▼ the loss or damage to the refrigerator or freezer is a direct result of the odour or residue caused by food spoilage, or</p> <p>▼ the loss or damage to the frozen or refrigerated food (including stock) which has exceeded its use by date.</p> <p>We will also not pay these costs if you have not insured your contents.</p>

✓ What we do cover	✗ What we do not cover
<p>7. temporary accommodation for tenants and Strata Title owners.</p> <p>If you have insured your contents and we agree to pay a claim under this section and the loss or damage to the home means that it is not fit to live in, then:</p> <ul style="list-style-type: none"> ▼ if the home is a Strata Title unit that you own and live in, or ▼ if you tenant the home and you are responsible for paying all the rent under the lease, <p>we will pay for the additional costs of temporary, similar accommodation while the home is being replaced, rebuilt or repaired.</p> <p>If you are a tenant, “additional costs” means costs over and above the amount you were renting the home for when it was fit to live in.</p> <p>We will pay this out-of-pocket expense:</p> <ul style="list-style-type: none"> ▼ for up to 12 months from the time of the damage, or ▼ for the reasonable time taken to replace, rebuild or repair the home, <p>whichever is shorter.</p>	<p>any more than 20% of the insured amount shown for contents for temporary accommodation.</p> <p>For example, you are a Strata Title owner and a fire damages your house so that you have to move out temporarily. If your contents are insured for \$30,000, then the most we will pay for temporary accommodation is 20% of \$30,000 which is \$6,000 (less any excess you may have to pay).</p> <p>We will not pay these costs if you have not insured your contents.</p>
<p>8. external locks.</p> <p>If you have insured your contents and we agree to pay a claim under this section for theft or attempted theft, and someone steals the keys from your house or site, we will also pay the cost of replacing any external locks on the home.</p>	<p>any more than \$1,000 total for external locks.</p> <p>We will not pay these costs if you have not insured your contents.</p>
<p>9. visitors' personal effects.</p> <p>If you have insured your contents and we agree to pay a claim under this section, we will also pay for loss or damage to visitors' personal effects whilst in your home.</p>	<p>any more than \$750 for visitors' personal effects.</p> <p>We will not pay these costs if you have not insured your contents.</p> <p>We will also not pay for visitors' personal effects if other insurance (taken out by someone other than you) exists for these personal effects.</p>
<p>10. accessories and spare parts.</p> <p>If you have insured your contents and we agree to pay a claim under this section, we will also pay you for loss or damage to your accessories and spare parts temporarily removed from your motor vehicle or any craft that floats or travels on water while the accessories and spare parts are in your home.</p>	<p>any more than \$1,000 for accessories or spare parts.</p> <p>We will also not pay these costs if you have not insured your contents.</p>
<p>11. fraudulent use of financial transaction cards.</p> <p>If you have insured your contents and we agree to pay a claim under this section, and someone has fraudulently used your transaction card or business transaction card, and you are liable for that use, then we will also pay you for any loss arising from that use.</p>	<p>any more than \$1,000 for fraudulent use of financial transaction cards and/or business transaction cards in total.</p> <p>We will not pay these costs if you have not insured your contents. We will also not pay for any consequential loss of any kind.</p> <p>Special condition: We will make these payments for you – but only if you complied with all the “conditions of use” of your card.</p>
<p>12. veterinary expenses.</p> <p>If you have insured your contents, we will also pay you the reasonable costs of veterinary expenses for your domestic pets kept at the site and injured as a result of a road accident during the period of insurance.</p>	<p>any more than \$300 in any one period of insurance for these veterinary expenses.</p> <p>We will not pay these costs if you have not insured your contents.</p>

✓ What we do cover	✗ What we do not cover
<p>13. contents away from the site.</p> <ul style="list-style-type: none"> ▼ If you have insured your contents, we will pay for loss or damage to your contents (except high risk items, photographic and portable electrical or portable electronic equipment – see below) caused by any of the insured events while they are away from the site. ▼ We will pay for unspecified high risk items, photographic and portable electrical or portable electronic equipment caused by any of the insured events while they are away from the site but limited to: <ul style="list-style-type: none"> ▼ \$1,000 per item, and ▼ the most we will pay in total for all such items in our claim is 10% of the insured amount (less any excess you may have). <p>Please remember, if your contents come within this limitation this is the maximum amount we will pay for them. This amount replaces any other limit that would otherwise let you claim more than this limit does.</p>	<p>for the loss or damage to your contents caused by storm or rain or flood, or theft or attempted theft, unless:</p> <ul style="list-style-type: none"> ▼ the loss or damage occurs in the part of any residential building, boarding house, motel, hotel, club, nursing home or hospital where you are temporarily residing. <p>We will also not pay for loss or damage to:</p> <ul style="list-style-type: none"> ▼ your contents while they: <ul style="list-style-type: none"> ▼ are in transit to or in transit from or in commercial storage, ▼ are in transit during a permanent removal, ▼ have been away from the site for more than 90 consecutive days, ▼ have been removed permanently from the site, ▼ are kept in a caravan, tent, trailer, motor vehicle or any craft that floats or travels on water, ▼ accessories and spare parts for motor vehicles, motor cycles, trail bikes, mini bikes, caravans, trailers and any craft that floats or travels on water, or ▼ office equipment, tools of trade and any other property used in connection with a business. <p>We will also not pay these costs if you have not insured your contents.</p>

Place of loss or damage.

When we pay.

You can claim for **loss** or **damage** to your **contents** only if they are stolen, destroyed or **damaged** while at any of these places:

- ▼ the **site** in Australia, or
- ▼ your **new residence** in Australia – but only if the **contents** are stolen, destroyed or **damaged** within 14 days of you first moving them there. If you want the **contents** at your **new residence** to remain insured after that 14 days, you must ask us to change the insured address on the **schedule** to the address of your **new residence**. Otherwise, your **contents** insurance will continue to apply to the address of the **home** and **site** shown in the **schedule**, or
- ▼ away from the **site** in Australia or New Zealand.

For example, if you buy a new **home**, we will not only continue to insure **contents** still at your old **home** for the **period of insurance**, we will also insure you – for a 14 day period – against **loss** or **damage** to **contents** that are located in your new **home**. (For limits on the amount we will pay you for **contents** at your **new residence**, please see page 9).

How much we will pay for loss or damage.

An excess may apply to your claim.

- ▼ We will apply the **excess** shown in your schedule to any claim made under this section, and subtract it from the amount we owe you for a claim before we pay the claim to you. If an **event** occurs which results in claims being made under more than one section of this policy, then only one **excess** will be payable.
- ▼ If any of the limits on pages 8 to 9 apply to your claim, we will subtract the **excess** from the amount we limit your claim to.

For example, if you have a piece of jewellery worth \$2,500 insured with us as an unspecified item and it is stolen from your **home**, and you have a \$100 **excess** – then the most we will pay for your claim is the limit (which for jewellery is \$2,000) less the **excess** (\$100) – which is \$1,900.

What we pay for replacing, rebuilding or repairing your home.

Please note: although we will pay to return your **home** to its original condition when new or last renovated, we will not upgrade your **home** if you have over-insured it.

✓ What we will pay	X What we will not pay
<p>When loss or damage occurs to the home we will at our option do one of the following:</p> <ul style="list-style-type: none">▼ pay the costs incurred to rebuild, replace or repair your home so that it is returned, as far as possible, to its condition and extent when new or, if it has been renovated, to its condition and extent when last renovated, or▼ if the home is totally destroyed and you choose to replace it with a smaller home, we will pay the reasonable costs incurred to rebuild the replacement home plus a cash settlement. The cash settlement will be limited to the market value of the land and home before the loss or damage less the market value of the land and home after the replacement home has been built. <p>We will only pay these costs if you:</p> <ul style="list-style-type: none">▼ start replacing, rebuilding or repairing the home within 6 months from the date on which the loss or damage occurs. If you start later than that, we will only pay you what it would have reasonably cost to replace, rebuild, or repair your home as at the date of the loss or damage, and▼ have maintained your home in a good state of repair. If not, we will apply depreciation to your home before we pay any replacing, rebuilding or repairing costs. Any depreciation we apply is based on the age and condition of your home.	<p>If we agree to pay a claim under this section, we will not pay you more than:</p> <ul style="list-style-type: none">▼ the amount of the insured amount, plus▼ an amount for “related expenses – additional protection”.

Wherever possible, we will match the materials used in replacing, rebuilding or repairing your **home** with those originally used. However, where it is not possible to match materials, we reserve the right to pay for the nearest equivalent or similar materials.

If you decide not to replace, rebuild or repair your **home** and we agree, we will pay you:

- ▼ the market value of the land and **home** just before the **loss** or **damage** less
- ▼ the market value of the land and **home** after the **loss** or **damage** occurred.

Limits on what we pay – home.

If you have insured your **home** and we agree to pay your claim under this section, the most we will pay you is:

- ▼ the amount of the **insured amount** shown in your **schedule**, plus
- ▼ an amount for “related expenses – additional protection” as listed in the tables on pages 2 to 5, less
- ▼ any **excess**.

Limits on what we pay – contents.

If you have insured your **contents** and we agree to pay your claim under this section, the most we will pay you is:

- ▼ the amount of the **insured amount**, plus
- ▼ an amount for “related expenses – additional protection” , less
- ▼ any **excess**.

Items that form part of a set.

- ▼ Where an item forms part of a set, we will only pay the replacement value of that item. We will not pay to replace the entire set.

The next section tells you what we will and will not pay for:

- ▼ **carpets** (see this page),
- ▼ any other **contents** items (see page 7). Please note that there are some limits on what we will pay you under this section. You will find them listed on pages 7 to 9 of this section.

Repairing or replacing carpets.

What is “carpet area”?

Below we talk about **carpet** area. By “**carpet**”, we mean:

- ▼ a single, unjoined piece of **carpet**, or
- ▼ pieces of **carpet** of exactly the same type that are joined to form a single piece of **carpet** in a room.

By “**room**”, we mean:

- ▼ a portion of space within your **home**, separated by walls, doors or partitions from other parts of your **home**.

✓ What we will pay	✗ What we will not pay
<p>We will pay for:</p> <p>repair.</p> <p>If we agree to pay your claim for loss or damage to carpets, we will pay the cost of repairing any carpet that can be economically repaired.</p> <p>replacement.</p> <p>If the carpet cannot be economically repaired then we may choose to either:</p> <ul style="list-style-type: none">▼ get you replacement carpet, or▼ pay you the amount it would cost us to replace it. <p>We will try to match materials or items used in repairing or replacing, with the original item, but if this is not possible, we reserve the right to use nearest equivalent or similar materials or items.</p>	<p>We will not pay you for repairing or replacing carpet in a room where the loss or damage did not occur.</p>

Repairing or replacing all other contents items.

This section tells you what we will and will not pay for all other **contents** items except **carpets**.

✓ What we will pay	✗ What we will not pay
<p>We will pay for:</p> <p>repair.</p> <p>If we agree to pay your claim for any other contents items, we will pay the cost of repairing those items that can be economically repaired.</p> <p>replacement.</p> <p>If the contents item cannot be economically repaired, we may choose to either:</p> <ul style="list-style-type: none">▼ get you a replacement item, or▼ pay you the amount it would cost us to replace the item.▼ We will try to match materials or items used in repairing or replacing, with the original item. But if this is not possible, we reserve the right to use nearest equivalent or similar materials or items.	<p>We will not pay you for:</p> <p>any more than the limits specified in this section.</p>

Limits on what we pay.

If you have insured your **contents** and we agree to pay your claim under this section and the **contents** items you are claiming for are not specified in your **schedule**, the most we will pay you for those items is set out in the limits below.

The limit on what we will pay for any **contents** item may vary – depending on where the item is when the **loss** or **damage** occurs.

It is important that you read all of the limits below to work out which ones apply to your claim.

✓ What items we will pay for	X The most we will pay
<p>1. High risk items as defined in the Customer Information Booklet (known as Part 2 of the PDS).</p>	<p>The most we will pay is \$2,000 for any one item, up to 20% of the insured amount (less any excess you may have) if the loss or damage:</p> <ul style="list-style-type: none"> ▼ is to any item of jewellery, and ▼ is caused by theft or attempted theft. <p>For any other high risk items as defined in the Customer Information Booklet (known as Part 2 of the PDS), the most we will pay for each item in your claim is \$2,000 (less any excess you may have).</p> <p>Please note, these limits do not apply to items you have listed as specified items in the schedule. If you want to fully protect your property, you should specify all high risk items which have an insured amount exceeding \$2,000.</p> <p>Please remember, these limits are the maximum amounts we will pay for any such contents items in your claim.</p> <p>We may reduce these amounts if the contents items are:</p> <ul style="list-style-type: none"> ▼ in the open air at the site (see limit 2) ▼ at your new residence (see limit 3), or ▼ away from the site (see related expenses additional protection 13) <p>at the time of loss or damage.</p>
<p>2. Contents in the open air at the site.</p> <p>If the loss or damage to your contents occurs while they are in the open air at the site, and is caused by storm or rain or theft or attempted theft, then</p>	<p>the most we will pay in total for all such contents items in your claim is \$2,000 (less any excess you may have).</p> <p>Please remember, if your contents come within this limitation this is the maximum amount we will pay for them.</p> <p>This amount replaces any other limit that would otherwise let you claim more than this limit does.</p> <p>For example, if your outdoor garden furniture worth \$2,500 is stolen from your backyard, the most we will pay is \$2,000 (less any excess you may have).</p>

✓ What items we will pay for	X The most we will pay
<p>3. Contents moved to a new residence while some contents are left at the home and site.</p>	<p>The most we will pay in total for all such contents items in your claim is:</p> <ul style="list-style-type: none"> ▼ the insured amount, less ▼ the value of the contents still at the home and site at the date of the loss or damage, less ▼ any excess you may have, <p>if loss or damage to your contents occurs while they are at your new residence.</p> <p>The most we will pay in total for all such contents items in your claim is:</p> <ul style="list-style-type: none"> ▼ the insured amount, less ▼ the value of the contents at your new residence at the date of the loss or damage, less ▼ any excess you may have, <p>if loss or damage to your contents occurs while they are at the home or site.</p> <p>Please remember, if your contents come within this limitation this is the maximum amount we will pay for them. This amount replaces any other limit that would otherwise let you claim more than this limit does.</p> <p>For example, if your insured amount is \$50,000 and the total value of the contents still at the site is \$30,000, the most we will pay for loss or damage to the contents at your new residence is \$20,000 (less any excess you may have).</p>
<p>4. Money, business money, financial transaction cards, negotiable instruments and bullion.</p>	<p>The most we will pay in total for loss or damage to:</p> <ul style="list-style-type: none"> ▼ money, ▼ business money, ▼ financial transaction cards (excluding fraudulent use of the transaction card), ▼ negotiable instruments, and ▼ bullion (for example gold or silver bars), is \$500 (less any excess you may have).

Strata Title mortgage protection – endorsement.

About this insurance.

If you are a Strata Title mortgagor and you want to protect the security for your loan – then this is the insurance for you.

This is an endorsement of the **home** and **contents** section.

When you buy this endorsement, you are not buying **home** insurance. You are only buying extra protection for your mortgagee. It is up to your Body Corporate or Owners Corporation to insure your interests in the **building**.

Words with special meanings for this endorsement:

“**home**” for the purposes of this endorsement means your **lot** and proprietor’s **fixtures**.

“**lot**” means the space inside:

- ▼ the walls, ceilings and floor of your unit, and
- ▼ any garage or storage cupboard you own that belongs with the unit, but is not used for business purposes.

Lot never includes common property – which is the area and property owned by the Body Corporate or Owners Corporation that all occupiers of the lots in your Strata Plan can use.

- ▼ “**proprietor’s fixtures**” means any structure or **fixture** (but not walls, ceilings or floor of the **lot**) that:
 - ▼ is built on, or attached to your **lot** after the Strata Plan is registered, and
 - ▼ that forms part of your **lot**.

“**Strata Title**” includes Unit Title and Stratum Title.

When we pay.

We will only pay for **loss** or **damage** to your **home** if:

- ✓ this endorsement is shown in the **schedule**, and
- ✓ the **loss** or **damage** is caused by an insured event, and
- ✓ the Body Corporate or Owners Corporation has not, or has not sufficiently, insured the **loss** or **damage**, and
- ✓ the **loss** or **damage** occurs during the **period of insurance**, and
- ✓ a mortgagee cannot get back the full amount you owe it under a mortgage when it sells your **home**, 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), and
- ✓ the **loss** or **damage** is not excluded by any of the Exclusions Applicable to Part A Section 1 – Home and Contents of the policy (see page 10).

What we will pay

If we agree to pay your claim, the most we will pay a mortgagee of your **home** is the lower of:

- ▼ the **insured amount**,
- ▼ the amount we must pay for that kind of **loss** or **damage** under our **home** section, or
- ▼ any amount which you borrowed under the mortgage and used to buy, renovate or add to your **home**, and which you still owe the mortgagee at the date of the **loss** or **damage**.

Exclusions applicable to Part A Section 1 – Home and Contents.

We will not cover:

- ▼ 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,
- ▼ 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,
- ▼ insects, moths, termites, vermin or birds,
- ▼ gradual deterioration, wear and tear, lack of maintenance, faulty workmanship, or faulty design, rust, corrosion, mildew, wet or dry rot, rising damp, or seepage, or
- ▼ landslide, subsidence, erosion, undermining, washing away, or slippage.

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

Part A Section 2 – Personal Valuables

This section covers you anywhere in the world for **loss** of or **damage** to your valuables and personal possessions, such as your jewellery, and photographic and sporting 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 may only buy this section if you have insured your **contents** with us.

We only insure you under this section if we show in your **schedule** that this section applies.

Items we insure.

With this section, you can insure:

- ▼ unspecified items (these are items we list below as unspecified items)
- ▼ specified items (these items are listed as specified items in your **schedule**), or
- ▼ a combination of both.

Please remember to carefully read the limits we apply to the amounts you can claim for **unspecified personal valuable items**. These limits are on pages 3 to 4.

If any item you want to insure is worth more than the limit we apply to it as an unspecified item, you should insure it as a **specified personal valuable item**.

You can claim for items insured under this section that are lost, stolen, **damaged** or destroyed anywhere in the world – but only if:

- ✓ that **loss** or **damage** occurs during the **period of insurance**, and
- ✓ that **loss** or **damage** is not excluded by any of the exclusions under the “What we do not cover” column of this section, and
- ✓ that **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), and
- ✓ you have taken all reasonable care to protect the item, and
- ✓ you report the **loss**, theft, or **malicious damage** or destruction to the police as soon as possible, and
- ✓ you give us, as soon as possible, a written statement from the police saying that you reported that to them.

By “**malicious**”, we mean that the person doing the act intends the act to cause the **damage** or destruction.

Please note, you do not have to report accidental **damage** to the police.

Unspecified personal valuable items.

✓ Personal valuables means	✗ Personal valuables does not mean
<p>Personal valuables means any of the items we list below that:</p> <ul style="list-style-type: none"> ▼ are owned by you, and ▼ you have not listed as specified items in your schedule: <ul style="list-style-type: none"> ▼ sporting equipment (but not equipment that is used on, in or under water or in the air, or motorised sporting equipment), ▼ jewellery, ▼ furs, ▼ watches or travel clocks, ▼ musical instruments (but not other musical equipment, or musical accessories – such as amplifiers), ▼ bicycles, ▼ sunglasses, ▼ prescription spectacles, ▼ binoculars or telescopes, ▼ portable typewriters, ▼ photographic equipment, or ▼ portable battery powered: <ul style="list-style-type: none"> • radio receivers, • television sets, • tape recorders or cassette players, • record players or compact disc players, • DVD players or recorders, • mobile phones, • game consoles, • personal digital organisers • pocket calculators or electronic diaries, • video recorders or video cameras. <p>Clothing or related accessories</p> <ul style="list-style-type: none"> ▼ clothing or related accessories normally worn or carried, including but not limited to shoes, handbags, wallets, briefcases and keys. <p>Personal money</p> <ul style="list-style-type: none"> ▼ personal money – which means: <ul style="list-style-type: none"> • cash, • cheques, • bank and currency notes, and • postal or money orders. <p>Financial transaction cards</p> <ul style="list-style-type: none"> ▼ financial transaction cards (where someone has fraudulently used your card and you are liable for that use). <p>We apply the following special condition to financial transaction cards:</p> <ul style="list-style-type: none"> ▼ Where a person finds or steals your transaction card and uses it fraudulently, the law may say that you must repay some or all of that amount. ▼ We will make these payments for you – but only if you complied with all the “conditions of use” for your card.	<p>Personal valuables does not mean any of the items we list below:</p> <ul style="list-style-type: none"> ▼ firearms – whether or not in working order, ▼ watercraft or outboard motors, ▼ motorised wheelchairs, golf buggies, or ride on lawn mowers and similar motorised transportation, ▼ furniture or household items, ▼ camping equipment, ▼ films, compact discs (CD's), digital versatile disks (DVD's), audio tapes or video tapes or memory cards holding audio or video data, ▼ contact lenses, hearing aids, or prosthetic or dental aids, ▼ projection equipment, and ▼ clothing when it is being worn while playing sport or exercising, ▼ laptop computers, ▼ any item covered under Part B Section 3 – Business Portable & Valuable Items of the policy.

Specified personal valuable items.

These are items that are listed in your **schedule** as specified items. Specified items exclude laptop computers.

Please note: if the item you want to insure is worth more than the limit we apply to it as an unspecified item (see pages 3 to 4), you should insure it as a specified item.

For example, you own a ring that is worth \$1,500. If this is not specified and it is stolen, the maximum amount you can recover (if you have bought the highest level of protection from us) is \$1,000 less any **excess** you may have. If you have specified the ring and it is listed in your **schedule**, you may recover up to \$1,500 less any **excess** you may have.

Types of loss or damage you can claim, for personal valuables items.

✓ What we do cover	✗ What we do not cover
<p>Loss of or damage to any item covered under this section</p>	<p>We do not cover any loss or damage to any item under this section if it is caused by:</p> <ul style="list-style-type: none"> ▼ a defect in the item, ▼ depreciation, ▼ rusting or corrosion, ▼ dampness or weather conditions, ▼ any process of cleaning, repairing, altering, restoring or renovating the item, ▼ delay, detention, confiscation or destruction by customs officials or other authorities, ▼ mechanical or electrical breakdown, or ▼ using sporting equipment or bicycles for the purpose they were designed or made for, or <p>using property in connection with a profession, business or trade.</p> <p>We will also not cover:</p> <ul style="list-style-type: none"> ▼ 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, ▼ 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, ▼ insects, moths, termites, vermin or birds, ▼ gradual deterioration, wear and tear, lack of maintenance, faulty workmanship, or faulty design, rust, corrosion, mildew, wet or dry rot, rising damp, or seepage, or ▼ landslide, subsidence, erosion, undermining, washing away, or slippage.

Limits on what we will pay.

Please remember, we will subtract any **excess** you may have from the amount we limit your claim to.
Please read these limits carefully:

Unspecified items – limit.

Personal valuables, or clothing or related accessories.

The most you can claim in total for:

- ▼ personal valuables, and
- ▼ clothing or related accessories,

is the amount you choose when you buy this section from us.

When you insure your **contents** with us, we automatically give you some insurance for unspecified items:

Automatic – We will pay a maximum of \$1,000 on each such item – up to a total of \$3,000 for all such items you claim for in each **period of insurance**.

If you want a higher level of cover for unspecified items under this section, you may choose one of the following limits for your personal valuables, clothing and related accessories (the limit you choose will be shown in the **schedule**):

Choice 1 – We will pay a maximum of \$1,000 for each such item – up to a total of \$4,000, for all such items you claim for in each **period of insurance**.

or

Choice 2 – We will pay a maximum of \$1,000 for each such item – up to a total of \$5,000 for all such items you claim for in each **period of insurance**.

Personal money – limit.

The most you can claim in total for personal money is \$500 for each **period of insurance**.

Financial transaction cards – limit.

The most you can claim in total for your liability from another person's fraudulent use of your transaction card is \$500 for each **period of insurance**.

Specified items – limit.

The most you can claim for a specified item is the amount listed next to it in the **schedule** (less any **excess** you may have).

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

Part A Section 3 – Home and Contents Legal Liability

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.

For the purposes of this section, what does legal liability mean?

✓ For the purposes of this section, legal liability means	✗ For the purposes of this section, legal liability does not mean
<ul style="list-style-type: none">▼ a court (other than a North American court or a court applying North American law) orders you or your family to pay compensation because it finds that you or your family are legally responsible for:▼ bodily injury to, or the death or illness of, someone other than you or your family, or▼ loss of or damage to property owned or controlled by someone other than you or your family, or▼ we accept that you or your family are legally responsible for any of those things.	

Types of legal liability you can claim for.

Home legal liability.

- ✓ When we pay

We only insure you under this section if your **home** is insured with us and we show in your **schedule** that this section applies.

We will only pay a claim for **legal liability** if the **occurrence** that gives rise to your **legal liability** is one that:

- ✓ occurs during the **period of insurance**, and
- ✓ occurs in your **home** or at the **site**, and
- ✓ you or your **family** are legally responsible for as owners or occupiers of the **home** or **site**, and
- ✓ is not excluded by any of the general exclusions listed in the Customer Information Booklet (known as Part 2 of the PDS), and
- ✓ is not excluded by any of the exclusions under the “What we do not cover” column of this section, and
- ✓ you and your **family** did not expect or intend the **occurrence** to give rise to your **legal liability**.

Contents legal liability.

- ✓ When we pay

We only insure you under this section if your **contents** is insured with us and we show in your **schedule** that this section applies.

We will only pay for **legal liability** if the **occurrence** that gives rise to your **legal liability** is one that:

- ✓ occurs during the **period of insurance**, and
- ✓ occurs somewhere other than the **site** or **home**, and
- ✓ does not occur in North America or any North American states or territories, and
- ✓ is not excluded by any of the general exclusions listed in the Customer Information Booklet (known as Part 2 of the PDS), and
- ✓ is not excluded by any of the exclusions under the “What we do not cover” column of this section, and
- ✓ you and your **family** did not expect or intend the **occurrence** to give rise to your **legal liability**.

✓ What we do cover	✗ What we do not cover
<p>▼ We will pay a claim for legal liability.</p>	<p>We will not pay if the legal liability:</p> <ul style="list-style-type: none"> ▼ is for bodily injury to, or the illness or death of, you or your family or any other person who normally lives with you, or ▼ is for loss or damage to any property that is owned or controlled by you or your family or any other person who normally lives with you. We will extend the liability cover to you or your family if you are the tenant and you or your family cause the loss or damage to any property that: <ul style="list-style-type: none"> ▼ is owned by your landlord, and ▼ has been left in your home for use by you or your family, or ▼ is for bodily injury to, or the illness or death of, your employees, apart from any employee you employ to do domestic work for you at the site or in your home: <ul style="list-style-type: none"> ▼ while doing this domestic work, and ▼ for whom you or your family's legal liability cannot be covered by Workers' Compensation Insurance only because of the way you legally pay the employee to do the domestic work, or ▼ is for loss or damage to any property that is owned or controlled by you or your family, or that is owned by any of your employees, or ▼ arises because you or your family: <ul style="list-style-type: none"> ▼ are liable by contract (unless you would have had the legal liability if the contract did not exist), or ▼ have accepted liability without us agreeing to it first, or ▼ is for any penalties, fines, or punitive, exemplary, multiple or aggravated damages that you or your family must pay, or ▼ is for actions that are brought against you or your family in a court in North America or any court that applies North American law <p>We will not pay if the legal liability of you or your family arises:</p> <ul style="list-style-type: none"> ▼ because you or your family own or occupy any land or building (unless the land or building is the site or home and you occupy it as tenants or lessees, or as owner of a Strata Title unit), or ▼ because building work that costs more than \$50,000 is being carried out on your home, or ▼ because of vibration, removal or weakening of the support of any land or building, or ▼ out of the use of or in connection with vehicles, lifts, watercraft, hovercraft, aircraft (except model aircraft) or aircraft landing areas, or "Vehicles" does not include bicycles, motorised golf buggies, wheelchairs or lawn mowers, if they do not have to be registered. ▼ out of or in connection with your business, profession or occupation, or "Business, profession or occupation" includes leasing your home as commercial premises but does not include part-time temporary care of a child, or leasing your home as a residence only. ▼ out of or in connection with the transmission of any disease, or ▼ because of the supply of drugs, or ▼ because of any claims in connection with contamination or pollution of the land, air or water, or ▼ out of or in connection with the common property where the home is a Strata Title unit. "Strata Title" includes Unit Title and Stratum Title.

✓ What we do cover	✗ What we do not cover
	<p>We will not pay where you or your family's legal liability would be covered under Part B Section 7 – Business Legal Liability of the policy. We will also not pay where you or your family's legal liability should be covered by Workers' Compensation Insurance.</p> <p>We will also not pay if the legal liability of you or your family arises out of:</p> <ul style="list-style-type: none"> ▼ 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, ▼ 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, ▼ insects, moths, termites, vermin or birds, ▼ gradual deterioration, wear and tear, lack of maintenance, faulty workmanship, or faulty design, rust, corrosion, mildew, wet or dry rot, rising damp, or seepage, or ▼ landslide, subsidence, erosion, undermining, washing away, or slippage.

What we pay and how much we will pay for legal liability.

We will pay the compensation and **additional costs** that you or your **family** have a **legal liability** for or that we incur on your behalf.

We will only pay legal fees and expenses that you incur if we consent to them in writing before you incur them.

We will not pay more than:

- ▼ \$20 million in total for:
 - ▼ all claims that arise directly or indirectly from continuous or repeated exposure to causes that are substantially the same, or
 - ▼ all claims that arise from one cause either directly or indirectly.

This amount of \$20 million includes all legal costs and expenses:

- ▼ that are incurred with our consent, or
- ▼ for which you have a **legal liability** to someone who claims against you.

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

Part B Section IA – Business Property: Fire and Defined Events

This section of the policy covers physical **loss** of or **damage** to your **business property** from insured events such as **fire**, lightning and explosion. We do not cover the theft of your **business 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.

What Are You Insured Against?

You are insured against the **events** set out in the following tables. The tables also show what we do not cover.

Insured events.

You can only claim for **loss** of or **damage** to your **business property**, if it is caused by one or more of the 11 insured events as described under “What we do cover” below and:

- ✓ your **schedule** shows that Business Property: Fire and Defined Events is insured, and
- ✓ the insured events occur during the **period of insurance**, and
- ✓ it is at the place of loss or damage (see page 5), and
- ✓ the **loss** or **damage** is not excluded as described under the “What we do not cover” 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), and
- ✓ the **loss** or **damage** is not excluded by any of the Exclusions Applicable to Part B Section IA - Business Property: Fire and Defined Events of the policy (see page 8).

✓ What we do cover	✗ What we do not cover
We will pay you for loss of or damage to your business property caused by:	We will not pay you for loss of or damage to your business property caused by:
1. fire .	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.	
4. earthquake. In addition to any other excess you must pay under this policy, we apply an additional excess as specified in the schedule to earthquake claims under this policy. This means that you must pay the total excess for any claim we agree to pay for loss or damage from any earthquake occurring in a 48 hour period. The 48 hour period begins with the first earthquake and ends 48 hours after that. If another earthquake occurs outside that 48 hour period, it begins a new 48 hour period, and so a new excess applies. If we agree to pay any earthquake claim under the Business Property: Fire & Defined Events section: <ul style="list-style-type: none"> ▼ for the same 48 hour period, and ▼ at the same insured address, then you only have to pay one additional amount.	
5. impact caused by: <ul style="list-style-type: none"> (a) any vehicle, (b) any aircraft, (c) anything dropped from an aircraft, spacecraft or satellite, (d) any animal, (e) any craft that floats or travels on water, (f) any television, radio aerial or dish, or its fitting or mast, or (g) a falling tree or branch. We will also pay to remove a tree or branch from the premises so that the loss or damage can be dealt with.	the impact of any animal kept at the premises . We will also not pay you for loss of or damage to your business property caused by you or any person acting with your consent felling or lopping a tree.
6. riot, civil commotion and labour disturbances.	the stoppage or hindrance of work as a result of any industrial dispute.

✓ What we do cover	✗ What we do not cover
<p>7. storm, rain or flood.</p>	<p>storm, rain or flood to:</p> <ul style="list-style-type: none"> ▼ retaining walls, or ▼ external paintwork, if that is the only damage done to that part of the business building. <p>We also will not pay you for loss of or damage to your home caused by:</p> <ul style="list-style-type: none"> ▼ highwater, ▼ the action of the sea, ▼ a tidal wave, or ▼ water seeping into or entering the business building because of: <ul style="list-style-type: none"> ▼ defects in its structure or design, or defective work done on it, or ▼ structural alterations, additions, renovations or repairs.
<p>8. the accidental escape of liquid from any:</p> <ul style="list-style-type: none"> ▼ canal, ▼ dam or reservoir, ▼ stormwater channel, ▼ water main or pipe, ▼ gutter or guttering, ▼ tank (but only if it can hold 20 litres or more), ▼ bath, basin or sink, ▼ shower recess, ▼ fixed heating or fixed cooling system, ▼ washing machine or dishwasher, or ▼ toilet or toilet cistern. <p>If we agree to pay your claim for this type of loss or damage, we also will pay the reasonable cost of locating the leakage that causes it, in the business building or on the premises.</p>	<p>accidental gradual leakage of any kind.</p> <p>We will also not pay for repairing or replacing a defective part or item that causes the loss or damage.</p> <p>We will also not pay to locate the leakage outside the business building or premises.</p>
<p>9. 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</p>	
<p>10. malicious acts</p>	<ul style="list-style-type: none"> ▼ malicious acts if those acts are by someone who is at the premises with your consent or the consent of a person who lives on the premises unless the consent was obtained fraudulently. ▼ malicious acts to any gaming, amusement or vending machines or their contents where the machines are not located within the premises. ▼ malicious acts caused by tenants. ▼ theft. ▼ malicious acts to glass and signs.

✓ What we do cover	X What we do not cover
<p>11. accidental damage.</p>	<p>We will not pay more than the total of the insured amounts at a premises under Business Property: Fire and Defined Events or \$100,000 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 10, 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, ▼ erosion, subsidence, landslide or mudslide or any other earth movement, or ▼ 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.

Related expenses – additional protection.

When you insure your **business property** with us under this section, we will also insure you for up to 5 types of related expenses – additional protection as set out below. Any amount we may pay you for related expenses is in addition to any amount we pay you as your **insured amount**.

You can only claim for one or more of the related expenses if:

✓ We agree to pay a claim under this section.

✓ We will pay for:	X We will not pay for:
<p>1. rewriting of business documents. Any reasonable labour costs necessarily incurred in reproducing or making good the loss of or damage to business documents lost or damaged by the same insured event.</p>	<p>more than</p> <ul style="list-style-type: none"> ▼ \$25,000; or ▼ the amount shown in the schedule, whichever is the greater.

✓ We will pay for:	✗ We will not pay for:
<p>2. building fees and related costs.</p> <p>If you have insured your business buildings and we agree to pay a claim under this section, we will also pay the reasonable costs of:</p> <ul style="list-style-type: none"> ▼ demolition, ▼ employing an architect, consultant or surveyor, ▼ solicitor's fees for preparing building applications and obtaining approvals, and ▼ complying with a statutory notice that: <ul style="list-style-type: none"> ▼ relates to the part of your business building that experiences the loss or damage, and ▼ is served after that loss or damage occurs. <p>We will pay these costs only where they are necessary to replace, rebuild, or preserve your business building.</p>	<p>any costs relating to undamaged parts of your business building. We also will not pay your costs in complying with any notice:</p> <ul style="list-style-type: none"> ▼ a statutory or other authority serves on you before the loss of or damage to your business building occurs, or ▼ that does not relate to the part of your business building that experiences the loss or damage. <p>We will also not pay these costs where they are necessary to replace, rebuild, or preserve your business contents.</p>
<p>3. removal of debris.</p> <p>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 business property which is necessary for the purpose of repair or replacement. 	<p>more than:</p> <ul style="list-style-type: none"> (a) \$10,000, (b) the amount shown in the schedule, or (c) the extent that the insured amount on business buildings, stock or business contents (whichever is applicable) has not been exhausted, <p>whichever is the greater.</p>
<p>4. temporary removal of business property.</p> <p>We will pay for loss or damage covered by insured events 1 to 10 to business 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>more than 10% of the stock and business contents insured amount for stock and business contents temporarily removed. We will not pay more than \$20,000 in respect of business buildings, landlords plant and machinery normally attached to the business buildings but not used for any purpose of trade, and landlords fixtures and fittings attached to the business building. 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 10 exclusions, ▼ the business 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 business property is located outside Australia at the time of loss or damage, ▼ the business 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, 7 or 8 while the business property is in the open or in transit.
<p>5. capital additions.</p> <p>If either business buildings or business contents are insured, we will amend the definition of business property to include capital additions.</p>	<p>more than 10% of the insured amounts shown by business buildings and business contents on such premises, or \$30,000 whichever is the lesser.</p>

Place of loss or damage.

When we pay.

You can claim for **loss** of or **damage** to your **business property** only if they are destroyed or **damaged** while at any of these places in Australia:

- ▼ the **premises**, or
- ▼ your **new premises** – but only if the **business contents** are destroyed or **damaged** within 14 days of you first moving them there. If you want the **business contents** at your **new premises** to remain insured after that 14 days, you must ask us to change the insured address on the **schedule** to the address of your **new premises**. Otherwise, your **business contents** insurance will continue to apply to the address of the **premises** shown in the **schedule**, or
- ▼ temporarily removed from the **premises**.

How much we will pay for loss or damage.

An excess may apply to your claim.

- ▼ We will apply the **excess** shown in your **schedule** to any claim made under this section, and subtract it from the amount we owe you for a claim before we pay the claim to you. If an insured event occurs which results in claims being made under more than one section of this policy, then only one **excess** will be payable.
- ▼ If any of the limits on page 8 apply to your claim, we will subtract the **excess** from the amount we limit your claim to.

What we pay for replacing, rebuilding or repairing your business buildings.

Please note: although we will pay to return your **business building** to its original condition when new or last renovated, we will not upgrade your **business building** if you have over-insured it.

✓ We will pay	✗ We will not pay
When loss or damage occurs to any business buildings we will at our option do one of the following:	If we agree to pay a claim under this section, we will not pay you more than:
<ul style="list-style-type: none">▼ pay the costs incurred to rebuild, replace or repair your business building so that it is returned, as far as possible, to its condition and extent when new or, if it has been renovated, to its condition and extent when last renovated, or▼ if the business building is totally destroyed and you choose to replace it with a smaller business building, we will pay the reasonable costs incurred to rebuild the replacement business building plus a cash settlement. The cash settlement will be limited to the market value of the land and business building before the loss or damage less the market value of the land and business building after the replacement business building has been built. <p>We will only pay these costs if you:</p> <ul style="list-style-type: none">▼ start replacing, rebuilding or repairing the business building within 6 months from the date on which the loss or damage occurs. If you start later than that, we will only pay you what it would have reasonably cost to replace, rebuild, or repair your business building as at the date of the loss or damage, and▼ have maintained your business building in a good state of repair. If not, we will apply depreciation to your business building before we pay any replacing, rebuilding or repairing costs. <p>Any depreciation we apply is based on the age and condition of your business building.</p>	<ul style="list-style-type: none">▼ the insured amount, plus▼ an amount for “related expenses – additional protection”.

Wherever possible, we will match the materials used in replacing, rebuilding or repairing your **business building** with those originally used. However, where it is not possible to match materials, we reserve the right to pay for the nearest equivalent or similar materials.

Limits on what we pay – business building.

If you have insured your **business building** and we agree to pay your claim under this section, the most we will pay you is:

- ▼ the amount of the **insured amount** shown in your **schedule**, plus
- ▼ an amount for “related expenses – additional protection” as listed in the tables on pages 3 to 4, less
- ▼ any **excess**.

What we pay for repairing or replacing stock.

This section tells you what we will and will not pay for **stock**

✓ We will pay for:	✗ We will not 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.	any more than the insured amount shown in the schedule for stock , but during the seasonal increase period this is increased by 30% or \$25,000 whichever is the lesser.

Limits on what we pay – stock.

If you have insured your **stock** and we agree to pay your claim under this section, the most we will pay you is:

- ▼ the amount of the **insured amount**, plus
- ▼ an amount for “related expenses – additional protection” as listed in the tables on page 3 to 4, less
- ▼ any **excess**.

What we pay for repairing or replacing all other business contents or other business property items (excluding stock).

This section tells you what we will and will not pay for all other **business contents** or **other business property** items (excluding **stock**). Please note that there are some additional limits on what we will pay you under this section for **business contents**. You will find them listed on page 8 of this section.

✓ We will pay for:	✗ We will not pay for:
repair. If we agree to pay your claim for any other business contents or other business property items, we will pay the cost of repairing those items that can be economically repaired .	any more than \$5,000 for any one work of art, antique or curio or \$20,000 for all such articles, unless a different amount is shown in the schedule .
replacement If the business contents or other business property item cannot be economically repaired , we may choose to either: <ul style="list-style-type: none">▼ get you a replacement item, or▼ pay you the amount it would cost us to replace the item. We will try to match materials or items used in repairing or replacing, with the original item. But if this is not possible, we reserve the right to use nearest equivalent or similar materials or items.	any more than the limits listed on page 7 in this section for business contents .

Items that form part of a set.

- ▼ Where an item forms part of a set, we will only pay the replacement value of that item. We will not pay to replace the entire set.

Repairing or replacing carpets (excluding stock).

What is “carpet area”?

Below we talk about **carpet** area. By “**carpet**”, we mean:

- ▼ a single, unjoined piece of **carpet**, or
- ▼ pieces of **carpet** of exactly the same type that are joined to form a single piece of **carpet** in a room.

By “**room**”, we mean:

- ▼ a portion of space within your **business building**, separated by walls, doors or partitions from other parts of your **business building**.

✓ We will pay for:	✗ We will not pay for:
<p>repair. If we agree to pay your claim for loss or damage to carpets, we will pay the cost of repairing any carpet that can be economically repaired.</p> <p>replacement. If the carpet cannot be economically repaired then we may choose to either:</p> <ul style="list-style-type: none"> ▼ get you replacement carpet, or ▼ pay you the amount it would cost us to replace it. <p>We will try to match materials or items used in repairing or replacing, with the original item. But if this is not possible, we reserve the right to use nearest equivalent or similar materials or items.</p>	<p>repairing or replacing carpet in a room where the loss or damage did not occur.</p> <p>We will only pay for the repair or replacement of carpet in the room where the loss or damage occurred.</p>

Limits on what we pay – business contents or other business property (excluding stock).

If you have insured your **business contents** or **other business property** (excluding **stock**) and we agree to pay your claim under this section, the most we will pay you is:

- ▼ the amount of the **insured amount**, plus
- ▼ an amount for “related expenses – additional protection” as listed in the tables on page 3 to 4, less
- ▼ any **excess**.

Additional business contents limits.

Limits on what we pay.

If you have insured your **business contents** and we agree to pay your claim under this section and the **business contents** items you are claiming for are not specified in your **schedule**, the most we will pay you for those items is set out in the limits below.

The limit on what we will pay for any **contents** item may vary – depending on where the item is when the **loss** or **damage** occurs.

✓ We will pay for:	✗ We will not pay for:
<p>1. Business contents in the open air at the premises.</p> <p>If the loss or damage to your business contents occurs while they are in the open air at the premises, and is caused by storm or rain, then</p>	<p>in total for all such business contents items in your claim is \$2,000 (less any excess you may have).</p> <p>Please remember, if your business contents come within this limitation this is the maximum amount we will pay for them.</p> <p>This amount replaces any other limit that would otherwise let you claim more than this limit does.</p>
<p>2. Business contents moved to new premises. While some business contents are left at the old premises.</p>	<p>in total for all such business contents items in your claim is: the insured amount, less</p> <ul style="list-style-type: none"> ▼ the value of the business contents still at the premises at the date of the loss or damage, less ▼ any excess you may have, <p>in total for all such business contents items in your claim is: ▼ the insured amount, less</p> <ul style="list-style-type: none"> ▼ the value of the business contents at your new premises at the date of the loss or damage, less ▼ any excess you may have, <p>if loss or damage to your business contents occurs while they are at your new premises. Please remember, if your business contents come within this limitation this is the maximum amount we will pay for them. This amount replaces any other limit that would otherwise let you claim more than this limit does.</p>

Exclusions applicable to Part B Section 1A - Business Property: Fire and Defined Events.

We will not cover:

- ▼ insects, moths, termites, vermin or birds, or
- ▼ gradual deterioration, wear and tear, lack of maintenance, faulty workmanship, or faulty design, rust, corrosion, mildew, wet or dry rot, rising damp, or seepage, or
- ▼ landslide, subsidence, erosion, undermining, washing away, or slippage.

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

Part B Section IB – Business Property: Theft

This section of the policy covers the **loss** of your **business 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.

What are you insured against

You are insured against the **events** set out in the following tables. The tables also show what we do not cover.

Insured event

You can only claim for **loss** of your **business contents** and **stock**, if it is caused by the insured event as described under “What we do cover” below and:

- ✓ “Theft” is shown under “What’s Covered” in the **schedule**,
- ✓ the insured event occurs during the **period of insurance**,
- ✓ the **loss** or **damage** is not excluded under the “What we do not cover” 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 do cover	✗ What we do not cover
We will pay you for loss of your business contents and stock at your premises caused by the following insured event:	We will not pay you for loss of your business contents and stock caused by:
1. theft or attempted theft.	theft or attempted theft if it was by someone who is at the premises with your consent or the consent of the person who lives on your premises unless the consent was obtained fraudulently. We also will not pay you for loss or damage to your premises caused by theft or attempted theft if the premises have been unoccupied for 60 consecutive days immediately before the theft or attempted theft.

Related expenses – additional protection

When you insure your **business property** with us under this section, we will also insure you for up to 8 types of related expenses – additional protection as set out below. Any amount we may pay you for related expenses is in addition to any amount we pay you as your **insured amount**.

You can only claim for one or more of the related expenses if we agree to pay a claim under this section.

✓ What we do cover	✗ What we do not cover
1. Security film. The cost of developing the film of security cameras following loss .	
2. Personal effects of directors, officers and employees . We will pay for loss of personal effects of your directors, officers and employees at your premises , covered by insured event 1 of this section.	We will not pay if the loss is excluded by any of the insured events exclusions. We will not pay more than: (a) \$5,000 for any one person; and (b) \$10,000 for any one event
3. Temporary protection. The cost of temporary protection reasonably and necessarily incurred for the safety and protection of your business property at your premises , following loss or damage . For example, boarding up and temporary night watchmen.	We will not pay more than \$5,000 during any one period of insurance .

✓ What we do cover	✗ What we do not cover
4. Damage to the business buildings. Damage to the business buildings caused by theft if you are the tenant of the premises , whether we insure the business buildings or not.	Loss or damage which you are not legally responsible for. We will not pay more than \$5,000 during any one period of insurance .
5. Theft of parts of business buildings . Loss of the business buildings caused by theft if you own the business buildings .	We will not pay more than \$5,000 during any one period of insurance .
6. Business contents or stock in the open air at the premises . If the loss or damage to your business contents occurs while they are in the open air at the site , and is caused by storm or rain or theft or attempted theft, then	the most we will pay is \$500 (less any excess you may have) for all such business contents and/or stock items in total.
7. Rewriting of business documents . The value of any reasonable labour costs incurred in reproducing or making good the loss or damage to business documents .	We will not pay more than \$25,000 during any one period of insurance .
8. 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.	We will only pay under one section for any one event . 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 business contents or loss of or damage to business buildings following theft.

If we agree to pay a claim for **loss** of or **damage** to your **business contents, business buildings** or **other business property** (but excluding **stock**) we will pay, at our option, the costs incurred to replace or repair your **business contents, business buildings** or **other business 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 **business contents** is the amount shown for “**stock in trade and business 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 in any one **period of insurance** 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.

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

Part B Section 1C – Business Property: Breakdown of Business Machinery, Boilers and Pressure Plant, Business Computers and Business Electronic Equipment

This section of the policy covers the breakdown of **business machinery** (including **boilers and pressure plant**), **business computers** and **business 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.

What are you insured against

You are insured against the **events** set out in the following tables. The tables also show what we do not cover.

Insured events.

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

▼ **business** machinery breakdown;

▼ **business** computer breakdown; or

▼ **business** 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 do not cover” 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 do cover	✗ What we do not cover
We will pay you for loss of or damage occurring at your premises of or to any:	
business machinery, boilers and pressure plant, business computer equipment, business general electronic equipment and business diagnostic equipment (as chosen by you and as shown in the schedule) which requires repair or replacement before it can continue operating normally.	<p>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 business machinery. The costs incurred in repairing wear and tear or gradual deterioration including:</p> <ul style="list-style-type: none"> ▼ 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. <p>The cost of carrying out normal maintenance, such as the tightening of loose parts, recalibration or adjustments. Loss of or damage to business machinery, boilers and pressure plant, business computer equipment, business general electronic equipment and business diagnostic equipment which you knew or reasonably should have known to be defective before the loss or damage occurred.</p> <p>Loss of use or consequential loss of any kind.</p> <p>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.</p>

✓ What we do cover	✗ What we do not cover
	<p>Loss or damage caused by explosion, other than:</p> <ul style="list-style-type: none"> ▼ 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. <p>Damage caused during the course of maintenance, inspection, repair, alteration, modification or overhaul.</p> <p>Damage caused during installation, erection or relocation.</p> <p>Damage to foundations, brickwork, and refractory materials other than as a result of insured damage.</p> <p>Damage arising out of plant being subjected to tests involving abnormal stresses or arising out of plant being deliberately overloaded.</p> <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 business machinery so that it operates with a more ozone friendly refrigerant gas as required by the UNEP.</p>

Related expenses – additional protection.

When you insure the breakdown of **business machinery** (including **boilers and pressure plant**), **business computers** and **business electronic equipment** at your **premises** with us under this section, we will also insure you for up to 5 types of related expenses – additional protection as set out below.

You can only claim for one or more of the related expenses if we agree to pay a claim under this section.

✓ What we do cover	✗ What we do not cover
<p>1. Loss of or damage to business property caused by flying fragments. If we agree to pay for a claim for loss of or damage to business machinery, boilers and pressure plant, business computer equipment, business general electronic equipment and business diagnostic equipment under this section, we will also pay for loss of or damage to other business property that results from flying fragments from the damaged business machinery, boilers and pressure plant, business computer equipment and business electronic equipment.</p>	<p>We will not pay for more than the insured amount in total for the loss or damage and “Related expenses – additional protection” 1 and 2.</p>
<p>2. Costs of joints, gaskets and drivebelts. If we agree to pay for a claim for loss of or damage to business machinery, boilers and pressure plant, business computer equipment, business general electronic equipment and business 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 the loss or damage and “Related expenses – additional protection” 1 and 2.</p>
<p>3. Additional repair costs. If we agree to pay a claim for loss of or damage to business machinery, boilers and pressure plant, business computer equipment or business general electronic equipment or business 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 business machinery, boilers and pressure plant, business computer equipment and business 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>

✓ What we do cover	✗ What we do not cover
<p>4. Automatic temporary cover for additional plant. We will cover additional business machinery, boilers and pressure plant, business computer equipment or business general electronic equipment or business 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.</p> <p>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, and ▼ the additional plant is of a like nature to plant already insured under the section. 	<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.</p> <p>We will not pay if the additional plant has any known defects.</p> <p>We will not pay if the additional plant does not comply with statutory requirements.</p>
<p>5. Laptop computers away from premises. We will cover your laptop computer under this section anywhere in Australia if:</p> <ul style="list-style-type: none"> ▼ Business 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 pay.

If we agree to pay a claim for breakdown of **business machinery, boilers and pressure plant, business computer equipment, business general electronic equipment or business 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 manufacturer’s, or supplier’s, 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 business computers.

If we decide to replace a **business computer** rather than repair it, we will apply **depreciation** based on the age of the **business 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 **business machinery, boilers and pressure plant, business computer equipment, business general electronic equipment, business diagnostic equipment** and “Related expenses – additional protection” types 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@Home Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Part B Section 1D – Business Property: Restoration of Business Computer Data

This section of the policy covers the rewriting of your **business** computer records following a breakdown of the **business computer** which we have agreed to pay a claim for under Section 1C – 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.

What are you insured against

Insured events.

You are insured against the costs of restoration of **business** computer data as described under “What we do cover” if:

- ✓ we have agreed to pay a claim under Section 1C for repair or replacement of **business computer equipment**,
- ✓ the data is lost as a direct result of the **event** claimed for under Section 1C,
- ✓ “Restoration of Business Computer Data” is shown under Business Computer Breakdown in the **schedule**,
- ✓ the **loss** or **damage** is not excluded under the “What we do not cover” 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 do cover	X What we do not cover
The costs of restoring the data stored on media lost or distorted as a result of loss of or damage to the business computer .	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 Business 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@Home Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Part B Section IE – Business Property: Business Computers – Increased Costs of Working

This section of the policy covers the increased costs such as the hiring of alternative **business computers** which you may incur following the breakdown of your **business 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.

What are you insured against?

Insured events.

You are insured for increased costs of working as described under “What we do cover” if:

- ✓ we have agreed to pay a claim under Section IC for repair or replacement of **business computer equipment**,
- ✓ the increased costs of working are a direct result of the **event** claimed for under Section IC,
- ✓ we agree in advance to pay the increased costs of working,
- ✓ “Increased costs of working” is shown under “Business Computer Breakdown” in the **schedule**,
- ✓ the **loss** or **damage** is not excluded under the “What we do not cover” 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 **business 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 do cover	✗ What we do not cover
<p>The increased costs of operating your business following loss of or damage to your business computers such as:</p> <ul style="list-style-type: none"> ▼ hiring computers ▼ transport costs ▼ additional personnel ▼ working at off-site back up facility. 	<p>Costs incurred in respect of the first 2 working days following the event that caused the loss of or damage to your business 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.</p> <p>Any consequential loss.</p> <p>Costs incurred after 90 days from the date of loss or damage.</p> <p>Expenses that are incurred in the replacement of the electronic data processing media.</p> <p>The cost of reinstating the data contained in the electronic data processing media.</p>

What we will pay for Business 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@Home Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Part B Section IF – Business 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.

What are you insured against

Insured events.

You are insured against **loss** or **damage** as described under “What we do 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 do not cover” 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 do cover	X What we do not cover
<p>Loss of or damage to stock at your premises caused by one more of the following insured events:</p> <p>1. a change in temperature as a result of:</p> <ul style="list-style-type: none"> ▼ 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 business machinery or pressure pipe systems. <p>2. contamination of the refrigerated stock by leakage of refrigerant.</p>	<p>Any consequential loss.</p> <p>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.</p> <p>Damage caused by disease, improper storage, damaged packaging material or inadequate ventilation.</p> <p>Damage to refrigerated stock that is alive or of a bacterial nature.</p> <p>Loss of or damage to refrigerated stock stored in mobile business machinery or pressure pipe systems.</p> <p>Loss of or damage to refrigerated stock which has exceeded its use by date.</p>

What we 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@Home Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Part B Section 2 – Business Money

This section of the policy covers the **loss** of or **damage** to your **business money** from a wide variety of causes such as theft, armed hold up, or **fire**. The **business 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.

What are you insured against

Insured events.

You are insured against **loss** of or **damage** to your **business money, safe or strongroom** as described under “What we do cover” if:

- ✓ “Business 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 do not cover” 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 do cover	✗ What we do not cover
<p>Loss of or damage to:</p> <p>1. business money in transit. Business money in transit in your custody or in the custody of persons authorised by you while it is:</p> <ul style="list-style-type: none"> ▼ in transit to or from the premises, ▼ in a night safe until removed by a bank employee, or ▼ withdrawn for wages and salaries, but before it has been paid to employees. <p>2. business money on the premises. Business money on the premises during business hours. If loss or damage occurs outside of business hours and the business money is not locked in a safe or strongroom the most we will pay is \$1,000.</p> <p>3. business money in a locked safe or strongroom. Loss or damage to business money while locked in a safe or strongroom outside of business hours.</p> <p>4. business money in private residence. Business 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 business money in a private residence.</p> <p>5. safe or strongroom. A safe or strongroom on your premises.</p>	<p>Loss or damage to business 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 occurring 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 of business 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.

Related expenses – additional protection.

When you insure your **business money** with us under this section, we will also insure you for up to 2 types of related expenses – additional protection as set out below.

You can only claim for one or more of the related expenses if we agree to pay a claim under this section.

✓ What we do cover	X What we do not cover
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 business money .	We will not pay more than \$500 for any one person's personal effects .
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.	We will only pay under one section for any one event . 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.

If we agree to pay a claim for **loss** of or **damage** to **business money** we will pay that amount of **business money** lost or **damaged** which exceeds \$500.

Limit to what we pay.

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

Increased insured amounts for seasonal increase periods and any long weekends.

We will increase the **insured amount** shown in the **schedule** for:

- ▼ “business money in transit”,
- ▼ “business money on the premises during business hours”, and
- ▼ “business 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@Home Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Part B Section 3 – Business Portable and Valuable Items

This section of the policy covers **business** 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.**

What are unspecified business items?

✓ Unspecified business items means	✗ Unspecified business items does not mean
<p>Unspecified business 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. A limit of \$1,000 each item and a maximum total of \$5,000 is applicable to unspecified business items.</p>	<p>Mobile phones, laptop computers, video cameras and any item worth more than \$1,000. Excluded items:</p> <ul style="list-style-type: none"> ▼ Money, ▼ Jewellery, ▼ Gold and silver, or ▼ Firearms and weapons.

What are specified business items?

✓ Specified business items means	✗ Specified business items does not mean
<p>Items owned by you that are shown and specified in the schedule. Specified business items include mobile phones, laptop computers (including laptop computers used for personal use), video cameras and any item worth more than \$1,000.</p>	<p>Excluded items:</p> <ul style="list-style-type: none"> ▼ Money ▼ Jewellery ▼ Gold and silver, or ▼ Firearms and weapons.

What are you insured against

You are insured against the **events** set out in the following table. The table also shows what we do not cover.

Insured events.

You can claim for **loss** or **damage** as described under “What we do cover” of or to a **specified business item** or **unspecified business 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 do not cover” 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 do cover	✗ What we do not cover
Loss of or damage to any specified business item or unspecified business item.	Any loss or damage caused by: <ul style="list-style-type: none"> ▼ 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 business item or unspecified business item,

✓ What we do cover	✗ What we do not cover
	<ul style="list-style-type: none"> ▼ 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, or ▼ theft committed by any person whilst lawfully at your premises. <p>Loss of or damage to a mobile phone, laptop computer or video cameras unless it is a specified business item.</p> <p>Loss of or damage to a tool of trade while it is being used.</p> <p>Loss or damage discovered more than 30 days after the occurrence of such loss or damage.</p>

What we pay.

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

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

Limit to what we pay for specified items.

The most we will pay for a **specified business 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 business 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@Home Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Part B Section 4 – Business Employee Dishonesty

This section of the policy covers the theft of your **business property** or **business 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.

What is employee dishonesty?

✓ Employee dishonesty means	X Employee dishonesty does not mean
The unlawful taking of business property or business money by an employee while working for you in connection with the business (whether acting alone or in collusion with others) with the intent to: <ul style="list-style-type: none"> a) cause loss to you, or b) benefit any person or organisation other than you. 	Any act of dishonesty committed by a member of the family . This exclusion is also applicable to members of the family who are also an employee of the business .

What are you insured against?

Insured events.

You are insured against **loss of business property** or **business money** following an act of **employee dishonesty** as described under “What we do 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 do not cover” 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).

✓ What we do cover	X What we do not cover
Loss of business property or business money as a direct result of employee dishonesty if: <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. 	Any loss caused by a particular employee that occurs after: <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. Any loss resulting directly or indirectly from trading in securities or derivatives whether in your name and whether in a genuine or fictitious account. Any act of employee dishonesty committed by a person whom you know to be dishonest.

Related expense – additional protection

When you insure against **employee dishonesty** with us under this section, we will also insure you for the following related expense – additional protection as set out below.

You can only claim for this related expense if we agree to pay a claim under this section.

✓ What we do cover	X What we do not cover
I. Accountants costs 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.	We will not pay more than \$2,000.

What we pay.

If we agree to pay a claim we will pay:

- ▼ the sum of **business money** lost, or
- ▼ the reasonable cost necessarily incurred with our consent to replace your **business 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@Home Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Part B Section 5 – Business Interruption

This section of the policy covers a reduction in your **business** income as a result of **damage** to your **business 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 **business 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.**

What is standard income?

<input checked="" type="checkbox"/> Standard income means	<input type="checkbox"/> Standard income does not mean
The gross income during that period which corresponds to the indemnity period , in the 12 months before the damage occurred.	

What is weekly income?

<input checked="" type="checkbox"/> Weekly income means	<input type="checkbox"/> Weekly income does not mean
The gross income received by you for each week the business is in operation, during the indemnity period .	

What is average weekly income?

<input checked="" type="checkbox"/> Average weekly income means	<input type="checkbox"/> Average weekly income does not mean
The average weekly income for the 12 months preceding the date of the damage . If the business has not yet completed the first financial year, then the average weekly gross income for the period which it has operated for.	

What is outstanding accounts receivable?

<input checked="" type="checkbox"/> Outstanding accounts receivable means	<input type="checkbox"/> Outstanding accounts receivable does not mean
The total amount owed to your business by customers as at the end of the month immediately prior to the date of the damage , adjusted for: <ul style="list-style-type: none"> ▼ bad debts, ▼ amounts debited (or invoiced but not yet debited) and credited (including credit notes and cash not passed through the books at the time of the damage) to customers' accounts in the period between the date to which the last statement relates, and the time of the damage, and ▼ any abnormal condition of trade which had, or could have had, a material effect on the business. 	

What is annual income?

<input checked="" type="checkbox"/> Annual income means	<input type="checkbox"/> Annual income does not mean
The gross income during the 12 months immediately before the date the damage occurred.	

What are you insured against

You are insured against the **events** set out in the following tables. The tables also show what we do not cover.

Insured events.

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 do 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 do not cover” 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 do cover	X What we do not 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.	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 business property at your premises . Any claim for weekly income unless the period of interruption or interference has been in excess of 3 continuous days.
1. Loss of or damage to your business buildings, stock or business contents. Loss of or damage to your Business Property at your premises , due to an insured event covered under the Business Property: Fire and Defined Events or Business Property: Theft sections of this policy, or any other policy insuring the same events, and for which the insurers have admitted liability.	A reduction in gross income or weekly income or the additional increased costs of working caused by loss of or damage to your business property at your premises , due to flood .
2. Loss or Damage to Glass. Loss of or damage to glass or signs covered under the Home and Contents section of the policy.	
3. Boiler explosion. The explosion of any boiler or economiser on the premises .	
4. 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 .	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. A reduction in gross income or weekly income or the additional increased costs of working caused by damage , due to flood .
5. Prevention of access. Damage to property which would be covered under the Business Property: 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 .	A reduction in gross income or weekly income or the additional increased costs of working caused by damage , due to flood .

✓ What we do cover	✗ What we do not cover
<p>6. Damage to the premises of suppliers or customers. Damage to property caused by an insured event which would be covered under the Business Property: Fire and Defined Events section of this policy but which is insured under another policy and for which the insurers have admitted liability:</p> <ul style="list-style-type: none"> ▼ 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. 	<p>We will not pay more than 20% of the insured amount shown against gross income or weekly benefit in the schedule.</p> <p>A reduction in gross income or weekly income or the additional increased costs of working caused by damage, due to flood.</p>
<p>7. Roads, Bridges and Railway Lines. 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>A reduction in gross income or weekly income or the additional increased costs of working caused by damage, due to flood.</p>
<p>8. Infectious Disease, Vermin or Pests or Defective Sanitary Arrangements, Food or Drink Poisoning, Murder or Suicide. 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.</p> <p>We will not pay for the first 48 hours of any such interference or interruption.</p> <p>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. Computer 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 computer installation, including any ancillary equipment and data processing media, utilised by you.</p>	<p>A reduction in gross income or weekly income or the additional increased costs of working caused by damage, due to flood.</p>
<p>10. Documents temporarily removed. 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>A reduction in gross income or weekly income or the additional increased costs of working caused by damage, due to flood.</p>

Related expenses – additional protection

When you insure for a reduction in your **gross income** or **weekly income** or the additional increased costs of working with us under this section, we will also insure you for up to 2 types of related expenses – additional protection as set out below.

You can only claim for one or more of the related expenses if we agree to pay a claim under this section.

✓ What we do cover	X What we do not cover
1. Accountants fees. 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.	We will not pay more than \$10,000 for any one event .
2. Departmental provision. Apply the cover provided by this section to each department of your business , if your business is organised into departments, and each department has trading results which are ascertainable.	We will not pay more than the insured amount shown in the schedule , for all losses resulting from conducted in the same event .

Optional Cover

The following cover is optional and is available if you choose it and pay an additional **premium**.

✓ What we do cover	X What we do not cover
1. Outstanding Accounts Receivable We will pay the amounts which you cannot recover from your debtors following damage to your debt records if: <ul style="list-style-type: none"> ▼ the damage is caused by an insured event covered under the Business Property: Fire and Defined Events or Business Property: Theft sections or Glass and Signs covered under the House and Contents section 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. 	We will not pay more than the insured amount shown in the schedule .

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.

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@Home Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Part B Section 6 – Business 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	X Transit does not mean
<p>the transportation of goods by a conveyance within Australia.</p> <p>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.</p> <p>Each insured transit commences in respect of each item of goods when the item is first moved for the purpose of loading on to the conveying vehicle for transit to a destination outside the premises.</p> <p>For non temperature controlled goods, the transit terminates when each item of goods are:</p> <ul style="list-style-type: none"> ▼ delivered to the intended destination either in the receiver's premises or such other place as the receiver may instruct, or ▼ 72 hours after unloading from the final conveying vehicle, whichever occurs first. <p>For temperature controlled goods, the transit terminates when each item of goods is delivered to the intended destination either in the receiver's premises or such other place as the receiver may instruct, whichever occurs first.</p>	

What are Temperature controlled goods?

✓ Temperature controlled goods means	X Temperature controlled goods does not mean
<p>goods belonging to you that require a controlled temperature environment for transit.</p>	

What are non temperature controlled goods?

✓ Non temperature controlled goods means	X Non temperature controlled goods does not mean
<p>goods belonging to you which are not temperature controlled goods.</p>	

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 do cover” 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 do not cover” 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 do cover	✗ What we do not cover
<p>Limited Conditions. Loss of or damage to the goods during transit, directly caused by any of the following insured events:</p> <ol style="list-style-type: none"> 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. 	<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;</p> <p>consequential loss or damage including loss of profits and loss of market; or</p> <p>loss or damage to livestock.</p>
<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. 	<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;</p> <p>consequential loss or damage including loss of profits and loss of market; or</p> <p>loss or damage to livestock.</p>

✓ What we do cover	✗ What we do not cover
<p>15. unexpected deterioration of temperature controlled goods.</p> <p>16. loss or damage while at any exhibition or display (other than in your owned or controlled premises), limited to a maximum of 14 days.</p> <p>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>	<p>We will not pay more than \$20,000 for goods at any one exhibition or display.</p>

Related expenses – additional protection

When you insure for **goods** in **transit** with us under this section, we will also insure you for up to 7 types of related expenses – additional protection as set out below.

You can only claim for one or more of the related expenses if we agree to pay a claim under this section.

✓ What we do cover	✗ What we do not cover
<p>1. Air freight of replacement parts. the cost of air freighting replacement parts from suppliers to the original destination, even if the original transit was not by air freight.</p>	<p>We will not pay more than \$10,000.</p>
<p>2. General average and salvage contribution. General average and or salvage contribution that you are required to pay under any Bill of Lading or similar document if the insured transit is by sea.</p>	
<p>3. Clean up costs. The clean up and disposal costs at any accident site, where you are legally or contractually obliged to pay those costs.</p>	<p>We will not pay more than \$25,000 arising from any one insured event or series of events.</p>
<p>4. Transport and disposal costs. 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>
<p>5. Freight and salvage charges. Any additional freight or salvage charges that you are required to pay to remove your goods from any accident site, including the cost of transport to forward the goods to their intended destination or to return the goods to the place from which they were dispatched.</p>	
<p>6. Minimisation costs. The reasonable costs incurred to avoid or minimise any further loss of or damage to the goods.</p>	
<p>7. Buyer and seller protection. If as a buyer or seller you retain a contingent financial interest in the goods in transit, to the extent that:</p> <ul style="list-style-type: none"> ▼ the goods are lost or damaged, and the loss or damage would 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, <p>we will insure the goods for loss or damage covered by the insured events detailed herein.</p>	

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 5 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 5 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.

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.

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

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

Part B Section 7 – Business Legal Liability

This section of the policy covers you for your **business 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 **business 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 does business legal liability mean?

✓ Business legal liability means	X Business legal liability does not mean
<p>For the purposes of this section business legal liability means that a court finds, or we accept, that you are legally responsible to pay damages and additional costs for:</p> <ul style="list-style-type: none"> ▼ 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. 	

What is damage to property?

✓ Damage to property means	X Damage to property does not mean
<ul style="list-style-type: none"> ▼ physical loss of or damage to or destruction of tangible property including resultant loss of use, ▼ loss of use of tangible property which has not been physically damaged or destroyed provided such damage is caused by an occurrence. <p>Where damage to property is a consequence of a latent cause we will consider that damage to property to have happened when it was first discovered.</p>	

What you can claim for?

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

- ✓ “Public Liability” is shown under “What’s Covered” in the **schedule**,
- ✓ it is not excluded under the “What we do not cover” 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 do cover	X What we do not cover
We will pay a claim for business legal liability .	We will not pay if the business 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”,

✓ What we do cover	X What we do not cover
	<p>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,</p> <p>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,</p> <p>Asbestos is for:</p> <ul style="list-style-type: none"> (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. <p>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.</p> <p>For the avoidance of doubt this exclusion prevails over Extra Benefit 3 - Pollution,</p> <p>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:</p> <ul style="list-style-type: none"> (a) a delay in or lack of performance by you or on your behalf of any contract or agreement, or (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>Libel and slander is directly or indirectly due to the publication or statement of a libel or slander or defamation of character which is:</p> <ul style="list-style-type: none"> (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>Personal injury to employee</p> <ul style="list-style-type: none"> (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>Work outside Australia arises directly or indirectly out of work carried out outside Australia and its external territories,</p>

✓ What we do cover	X What we do not cover
	<p>Punitive damages and fines 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>Infringement of copyright or patent is for infringement of copyright or patent,</p> <p>Guarantees and contracts arises because of an undertaking, guarantee or contract entered into by you, except where:</p> <ul style="list-style-type: none"> (a) you would have had the same business legal liability without the contract, or (b) we have specifically allowed for it in this policy or by written endorsement, or (c) the business 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>Watercraft, aircraft and vehicles 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 of aerodromes, airports, aircraft refuelling risks, or airline or aircraft liability, 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),</p> <p>For the purposes of this section, 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>Care, custody and control 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>Child molestation or additional costs are caused by or arises from the molestation of, the interference with, the mental abuse of or the physical abuse 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. 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>Pollution 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 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>

✓ What we do cover	X What we do not cover
	<p>Products liability exclusions In addition to all of the previous business legal liability exclusions, if “Products Liability” is shown under “What’s Covered” in the schedule, we will also not pay for:</p> <p>Aircraft products business 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>Product recall or repair the cost of recalling, withdrawing, replacing or repairing products or of making any refund on the price paid for products,</p> <p>Design, formula or specification business 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>Liability by contract business legal liability that arises because of an undertaking, guarantee or contract entered into by you except where such business legal liability is assumed by you under a warranty of fitness or quality, or is implied by law, in respect of products.</p> <p>Public liability any claim covered under Public Liability,</p> <p>Exports not originating from Australia any claim in respect of products not supplied from or originating in Australia or its external territories.</p>

Related expenses – additional protection

When you insure for **business legal liability** with us under this section, we will also insure you for up to 8 types of related expenses – additional protection as set out below.

You can only claim for one or more of the related expenses if we agree to pay a claim under this section.

<p>✓ What we do cover</p>	<p>✗ In addition to all of the previous business legal liability exclusions, we will not pay any claims for business legal liability for:</p>
<p>1. Care custody or control for damage to property in your care custody or control where that property consists of:</p> <p>(a) Personal belongings the personal possessions of directors, business partners, employees and visitors,</p> <p>(b) Premises temporarily occupied premises and their contents that are not owned by you but which are temporarily occupied by you for the purpose of carrying out work in connection with the business,</p> <p>(c) Leased premises premises (including their fixtures and fittings) which you occupy under a lease or tenancy agreement,</p> <p>(d) Vehicles in a car park 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) Customers' property 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>damage to any other property belonging to you or under your care, custody or control or maintenance to those premises required under your lease or tenancy agreement.</p>
<p>2. Non-Manual Work Worldwide Cover 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. Pollution 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. Vehicles arising directly 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, or which is covered by a motor insurance policy.</p>

<p>✓ What we do cover</p>	<p>✗ In addition to all of the previous business legal liability exclusions, we will not pay any claims for business legal liability for:</p>
<p>5. Representation costs 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. Cover for other people 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 ▼ 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. 	<p>personal injury or damage to property caused by any qualified medical practitioner.</p>
<p>7. Cover for other activities the term business shall be extended to include:</p> <ul style="list-style-type: none"> ▼ 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, ▼ private work undertaken by any employee for any of your directors, business partners or senior executives, ▼ 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. 	<p>personal injury or damage to property caused by any qualified medical practitioner.</p>
<p>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.</p>	

What we pay

If we agree to pay for a claim for **business 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 **business 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**.

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 **business 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 **business legal liability** for **damage to property**.

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

Part B Section 8 – Business 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?

✓ an Audit means	X an Audit does not mean
<p>An audit means the investigation of your tax or financial affairs by either:</p> <ul style="list-style-type: none"> ▼ the Australian Taxation Office (ATO) following lodgement of your tax returns for a designated liability but does not include: <ul style="list-style-type: none"> ▼ any audit of a superannuation fund for the purposes of determining any matter relating to the superannuation funds', or it's trustees', compliance with any of the provisions of the Superannuation Industry Supervision Act 1993 ("SIS"); and ▼ any audit of superannuation fund contributions arising from or relating to a superannuation fund 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. <p>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:</p> <ul style="list-style-type: none"> (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. 	

What is an auditor?

✓ an auditor means	X an auditor does not mean
An officer who is authorised under Commonwealth, State or Territory legislation to carry out an audit of your taxation or financial affairs or a designated liability .	

What is designated liability?

✓ Designated Liability means	X Designated Liability does not mean
Your obligation to pay an amount under Commonwealth, State or Territory Legislation.	

What is prescribed goods and services tax return?

✓ a prescribed goods and services tax return means	X a prescribed goods and services tax return does not mean
Any return required to be lodged by you pursuant to relevant Goods and Service Tax legislation.	

What is a professional adviser?

<input checked="" type="checkbox"/> a professional adviser means	<input type="checkbox"/> a professional adviser does not mean
<ul style="list-style-type: none">▼ An accountant who is a member of a nationally recognised accounting body, a registered tax agent or a tax consultant,▼ Any other professional person or consultant engaged by or at the recommendation of the accountant with our prior written approval, but does not mean you or any person working for you under a contract of employment.	

What is a concluded decision?

<input checked="" type="checkbox"/> a concluded decision means	<input type="checkbox"/> a concluded decision does not mean
Written notification of the auditor's concluded views in connection with a designated liability and includes any written statement which is intended by the auditor to be its findings in connection with a designated liability or the basis upon which it proposes to act in connection with a designated liability .	

What are professional fees?

<input checked="" type="checkbox"/> professional fees means	<input type="checkbox"/> professional fees does not mean
Reasonable and necessary fees, costs and disbursements incurred in connection with an audit that would be payable by you to your professional adviser for work undertaken in connection with an audit , but does not mean or include fees, cost and disbursements which: (a) form part of an annual or fixed fee or cost arrangement; or (b) relate to any subsequent objection or appeal or request for review in respect of the audit, or any assessment, amended assessment or concluded decision of the auditor ; or (c) were rendered by a third party in relation to which our written consent was not obtained before those fees were incurred; or (d) relate to or are associated with the preparation of any accounts, financial statements and/or documents or to any attendance or service which would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return and/or document was required to be lodged in connection with a designated liability .	

What is a record keeping audit?

<input checked="" type="checkbox"/> Record keeping audit means	<input type="checkbox"/> Record keeping audit does not mean
An audit by the Australian Taxation Office which is aimed at determining the extent of your compliance with the record keeping requirements of relevant taxation legislation.	

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 do 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 do not cover” 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 do cover	X what we do not cover
<p>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 during the period of insurance, provided that you:</p> <ul style="list-style-type: none"> ▼ 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 section, and all deductions including capital losses or other amounts claimed by you in respect of the same period. 	<p>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 on your behalf by your professional adviser, (ii) a statement whether orally or in writing by you or on your behalf by your professional adviser 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; 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),</p>

✓ what we do cover	✗ what we do not cover
	<p>(b) incurred more than 12 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, or</p> <p>(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.</p> <p>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:</p> <p>(a) has not been lodged either at all or properly, or by the due date, or</p> <p>(b) was not prepared or reviewed by an accountant prior to dispatch, if, in relation to taxation matters, you:</p> <p>(a) have not properly or at all maintained records which:</p> <ul style="list-style-type: none"> ▼ 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 <p>(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.</p> <p>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,</p> <p>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,</p> <p>if a return in relation to which the audit is proposed to be conducted:</p> <p>(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.</p> <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"> (i) income earned under 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), (ii) payments from superannuation, pension or other retirement benefits received by you or, (iii) income derived from personal investments upon which you are not wholly or mainly dependent for support.

✓ what we do cover	X what we do not cover
<p>Optional cover Director Tax Probe® 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 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@Home Insurance Policy Wording - Part 3 of the Product Disclosure Statement

Part B Section 9 – Business 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.

What are business legal costs and expenses?

<input checked="" type="checkbox"/> Business legal costs and expenses means Costs and disbursements reasonably and properly charged or incurred by the appointed solicitor or by any mediator appointed by and ADR body in accordance with any applicable statutory or court scale of fees.	<input checked="" type="checkbox"/> Business legal costs and expenses does not mean
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What is an ADR clause?

<input checked="" type="checkbox"/> An ADR clause means A clause embodied in your written contracts in the following terms or in substantially those terms as approved by us: “If any dispute arises in relation to this contract, the parties must, before instituting any legal proceedings, use their best endeavours to resolve the dispute and must participate in good faith in alternative dispute resolution presided over by a mediator agreed to by both parties.”	<input checked="" type="checkbox"/> An ADR clause does not mean
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What is an ADR?

<input checked="" type="checkbox"/> An ADR means Any form of alternative dispute resolution (not including any form of dispute resolution provided or ordered by courts, tribunals or other statutory bodies) which is agreed between us and you as appropriate for a particular commercial dispute .	<input checked="" type="checkbox"/> An ADR does not mean
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What is a commercial dispute?

<input checked="" type="checkbox"/> A commercial dispute means A dispute between you and any other party arising out of or in connection with your business .	<input checked="" type="checkbox"/> A commercial dispute does not mean
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What is a mediator?

<input checked="" type="checkbox"/> A mediator means An independent third party who assists in the resolution of a commercial dispute.	<input checked="" type="checkbox"/> A mediator does not mean
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What is an insured employee?

✓ An insured employee means	X An insured employee does not mean
All of your employees , including directors, business partners and managers. We will treat any statement, claim, act or omission by any one of the insured persons as a statement, claim, act or omission by all of them.	

What is an appointed solicitor?

✓ An appointed solicitor means	X An appointed solicitor does not mean
The solicitor appointed to act for you, with our approval.	

What are attendance expenses?

✓ attendance expenses means	X attendance expenses does not mean
The salary or wages of an insured employee for the period he or she is absent from work to attend either as a witness on your behalf or on behalf of another insured employee and at the request of the appointed solicitor , or as a defendant at a court, tribunal or arbitration hearing as the case may be or as a jury member for each half or whole day of such attendance to the extent that they are not recoverable from the court, tribunal or arbitration hearing or from the other side in the case or action; they must be calculated on the basis that: <ul style="list-style-type: none"> ▼ the period of absence from work includes the time taken to travel to and from the hearing and shall be calculated to the nearest half day taking an 8 hour day to be a whole day for this purpose and as the maximum period for which a claim can be made in respect of one day, ▼ for full time employees one whole day's salary or wages equals 1/250th of the insured employee's annual salary or wages at the time of such attendance, ▼ for part time employees the salary or wages for the period of absence from work shall bear the same proportion to their weekly salary or wages as the period of absence from work to their normal working week for you. 	

What are opponents civil costs?

✓ opponents civil costs means	X opponents civil costs does not mean
The costs incurred by other parties in civil cases to the extent that you or the insured employee are held liable in court proceedings to pay those costs or otherwise become liable to pay them as the result of filing a notice of discontinuance of the proceedings or under settlement made with the other party with our prior approval.	

You can claim for **business 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 **business legal costs and expenses** to be provided in the particular case;
- ✓ 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 do 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 do not cover" 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 do cover	X What we do not cover
<p>A Employment</p> <p>I. Contract Disputes A dispute arising from a contract or alleged contract of employment with an employee, ex-employee or a prospective employee.</p> <p>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:</p> <ul style="list-style-type: none"> ▼ 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. <p>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.</p> <p>C Contract Disputes A dispute concerning a contract for the buying, renting, or supply of goods or services in relation to the business.</p> <p>D Property A dispute arising from:</p> <p>(a) loss of or damage to land and/or buildings owned by you or (b) for which you are responsible for the purpose of the business, or or loss of or damage to goods owned by you or for which you are responsible whilst contained in or on that land and/or buildings, but not,</p> <ul style="list-style-type: none"> ▼ 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. <p>E Trade Practices Act A dispute arising from:</p> <p>(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:</p> <ul style="list-style-type: none"> ▼ you, ▼ an insured employee. 	<p>We are not liable for any claim in respect of or arising from or relating to:</p> <ul style="list-style-type: none"> ▼ 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, ▼ business 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 "Business insured" in the schedule, ▼ the molestation of, the interference with, the mental abuse of or the physical abuse of any persons by: <ul style="list-style-type: none"> ▼ you, or ▼ an insured employee, or ▼ any person performing any voluntary 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> <ul style="list-style-type: none"> ▼ defamation, slander or libel, ▼ a dispute with us arising from any claim made under this section, ▼ 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 materials, ▼ the use of fibreglass or fibreglass products or products 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.

✓ What we do cover	X What we do not cover
	<p>For the purposes of the paragraph above:</p> <ul style="list-style-type: none"> ▼ damage means physical loss, damage or destruction and resultant loss of use, and ▼ property means any tangible or intangible property. ▼ a matter where you or an insured employee: <ul style="list-style-type: none"> ▼ 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 business legal costs and expenses) for death, bodily injury, disease or illness of or to any person, ▼ damage (including associated business 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 intergovernmental, 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, ▼ any criminal act committed deliberately or with wilful intent by you or an insured employee, or ▼ any legal liability which would be covered under Part B Section 7 – Business Legal Liability of the policy.

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 **business 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 **business 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 **business 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 6 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 **business 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 **business 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 **business 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 **business legal costs and expenses** and **attendance expenses** which would be the subject of payment under the section. The **business 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.

What we pay for a claim for legal costs and expenses

A: Employment Contract Disputes

We will pay for 90% of the **business 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 **business 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 **business 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 **business 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 **business 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 **business 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 **business legal costs and expenses, attendance expenses** and where applicable **opponents civil costs**.

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

Part C Section I – Motor

This section of the policy covers your personal and **business 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 replacement vehicle?

<input checked="" type="checkbox"/> Your replacement vehicle means	<input type="checkbox"/> Your replacement vehicle does not mean
A vehicle which you have bought to replace your vehicle which you have sold.	

What is a substitute vehicle?

<input checked="" type="checkbox"/> a substitute vehicle means	<input type="checkbox"/> a substitute vehicle does not mean
A vehicle which does not belong to you and which you, your spouse, defacto partner or an employee are using while your vehicle is not in use because your vehicle is unroadworthy or undergoing repair.	

What is a partial loss?

<input checked="" type="checkbox"/> a partial loss means	<input type="checkbox"/> a partial loss does not mean
When we decide, at our option, to repair your vehicle , replace any part of it or reimburse you for the loss or damage to it. In this case, we will not treat your vehicle as a total loss .	

What are emergency repairs?

<input checked="" type="checkbox"/> Emergency repairs means	<input type="checkbox"/> Emergency repairs does not mean
Minor repairs which are essential for you to be able to drive your vehicle safely from an accident or event causing damage .	

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 and Theft	Part 1 insured events 1, 2, 3 and 4 and "Extra Benefits" 1 and 4, and Part 2 apply.
Third Party	Part 1 does not apply. Part 2 applies

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.

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 I – 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 do 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 do not cover” column of Part I - **Loss** of or **Damage** to your **vehicle**,
- ✓ the **loss** or **damage** is not excluded by the 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 do cover	X What we do not cover
We will pay for loss of or damage to your vehicle caused by one or more of the following insured events:	We will not pay for:
<ol style="list-style-type: none"> 1. theft or attempted theft, 2. fire, 3. lightning, 4. explosion, 5. accident, 6. any other event. 	<ul style="list-style-type: none"> ▼ 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: <ul style="list-style-type: none"> ▼ 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: <ul style="list-style-type: none"> ▼ supplied by the manufacturer of your vehicle as original equipment, or ▼ 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.

✓ What we do cover	✗ What we do not cover
<p>Extra Benefits</p> <p>1. Towing and storage: <i>Applicable to comprehensive and third party fire and theft cover only.</i> 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>2. Emergency repairs: <i>Applicable to comprehensive cover only.</i> 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>	We will not pay more than \$500 any one event .
<p>3. Returning your vehicle after repair: <i>Applicable to comprehensive cover only.</i> 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. 	We will not pay more than \$250 any one event .
<p>4. Hire of replacement vehicle following a theft: <i>Applicable to comprehensive and third party, fire and theft cover only.</i> 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. We may at our option provide a replacement vehicle for the period.</p>	We will not pay more than a maximum of 14 days vehicle hire costs any one event .
<p>5. Hire of replacement vehicle following a claim: <i>Applicable to comprehensive cover only.</i> If your vehicle cannot be driven or is in need of repair following loss or damage as a result of an accident, we will reimburse you for the cost of hiring a vehicle of a similar type to your vehicle and from the date your vehicle is left at the repairers.</p>	We will not pay: <ul style="list-style-type: none"> ▼ if the loss or damage caused was your fault, or ▼ if the loss or damage was caused by a penalty claim, or ▼ to hire a vehicle for any longer than the day after repairs to your vehicle have been completed, or ▼ more than \$30 a day or more than a total of \$300 for a hire vehicle, or ▼ running costs for a hire vehicle, or ▼ if your vehicle is stolen.
<p>6. Artwork and sign writing: <i>Applicable to comprehensive cover only.</i> If we agree to pay a claim, we will pay for the cost of reinstating artwork or sign writing on the vehicle.</p>	We will not pay more than \$1,000 for any one event .
<p>7. Personal items and effects: <i>Applicable to comprehensive cover only.</i> If we agree to pay a claim, we will pay for the cost of repairing or replacing personal effects in the vehicle, that have suffered a loss or were damage as a result of:</p> <ul style="list-style-type: none"> ▼ an accident involving your vehicle, ▼ fire damage, ▼ theft of the items by *forcible and violent entry to your locked vehicle or theft of the vehicle. <p>* An entry is forcible and violent when there is physical evidence that a person has used something other than a key or remote control device to gain entry to your vehicle.</p>	We will not pay more than \$500 for loss or damage to personal items, or for loss of cash or negotiable instruments .

✓ What we do cover	✗ What we do not cover
<p>8. Emergency accommodation and helping you get home: <i>Applicable to comprehensive cover only.</i> If your vehicle cannot be driven following an accident or loss, we will help you to get home. You can choose for us to either:</p> <ul style="list-style-type: none"> ▼ pay you the reasonable cost of emergency accommodation for you and your passengers for one night, or ▼ pay you the reasonable cost of helping you get home after the loss. 	<p>We will not pay:</p> <ul style="list-style-type: none"> ▼ if the loss or damage occurs less than 100 kilometres from your home, or ▼ for more than a maximum amount of \$400, or ▼ for any amount not actually incurred.
<p>9. Trailer: <i>Applicable to comprehensive cover only.</i> We will pay for loss of or damage to a trailer owned by you (other than a caravan, semi trailer or horsefloat) which occurs while it is attached to your vehicle.</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>10. Faultless excess: <i>Applicable to comprehensive cover only.</i> 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, or ▼ you prove that another person was completely responsible, and ▼ you tell us the person's name, current address and registration number of their vehicle, and ▼ the claim is for more than the excess. 	
<p>11. Your liability under Maritime Law: If your vehicle is being transported by sea between places within Australia and you are liable under Maritime Law, we will cover you for your liability for the following:</p> <p>General average. General average means that if a ship's captain finds it necessary to sacrifice some of the cargo to save the ship, the owners of the remaining cargo must contribute towards the loss suffered by the other owners.</p> <p>Salvage charges. Salvage charges means costs incurred in recovering a marooned or disabled ship.</p> <p>You may be liable for these costs even if your vehicle is not damaged.</p>	<p>We will not pay more than that value of your vehicle.</p>
<p>12. Lease or finance payout: <i>Applicable to comprehensive cover only.</i> 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. 	

✓ What we do cover	✗ What we do not cover
<p>13. New vehicle benefit: <i>Applicable to comprehensive cover only if:</i></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 one 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>14. Cleaning-up and removal of debris: <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>	
<p>15. Unexpired Registration: <i>Applicable to comprehensive cover only.</i></p> <p>We will pay you for the unexpired portion of the registration paid on your vehicle, following a total loss.</p>	<p>We will not pay if the unexpired registration can be covered from the appropriate authorities.</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
- ▼ 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 section 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
- 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 do 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 do not cover” column,
 - ✓ is not excluded by any of the 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 do cover	X What we do not cover
<p>We will pay a claim for legal liability if the accident that gives rise to the liability is one that is caused by:</p> <ul style="list-style-type: none"> ▼ 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. 	<p>We will not pay a claim for legal liability:</p> <ul style="list-style-type: none"> ▼ if the legal liability is for loss of or damage to property which is owned or controlled: <ul style="list-style-type: none"> ▼ 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 section, ▼ for loss or damage to your own vehicle or to a substitute vehicle, ▼ for the death of or bodily injury to: <ul style="list-style-type: none"> ▼ 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; ▼ the person who is legally liable, ▼ any person who usually lives with the person who is legally liable, ▼ 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: <ul style="list-style-type: none"> ▼ 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, ▼ 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,

✓ What we do cover	X What we do not cover
	<ul style="list-style-type: none"> ▼ 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 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>1. Uninsured vehicles:</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, or ▼ you tell us the name, address and license number of the other driver, and ▼ 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>2. Indemnity to principal</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>	

✓ What we do pay	✗ What we do not pay
<p>3. Pollution</p> <p>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:</p> <ul style="list-style-type: none"> ▼ 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. <p>We will also only pay for clean up or removal costs if they are caused by such an incident.</p>	

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.

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:

- ▼ 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 licence.

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.

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**.

Optional: Protected No Claims Bonus applicable to private use only vehicles

If you are entitled to a maximum no claims bonus of 65%, you have the option when you first take out the policy or on renewal to protect your no claims bonus. An additional **premium** is payable to extend the policy to include this option.

Where a penalty claim would usually affect your no claims bonus, it will not be affected provided that:

- ▼ your **schedule** shows that this benefit applies, and
 - ▼ you have not made a previous **penalty claim** for an **event** occurring within this **period of insurance**, where this protection applies.
- Your no claims bonus will be adjusted as if this protection did not apply if a **penalty claim** occurs and you have made a previous claim for an **event** occurring within this **period of insurance**, where this protection has been applied.