



AAMI MARKET STALLS

Public and Products Liability
Insurance Policy



LUCKY
YOU'RE
WITH

AAMI



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Welcome to AAMI Business Insurance

Thank you for considering AAMI Market Stalls Public and Products Liability insurance. You've probably been dealing direct for your home or car insurance, so it makes sense to do the same for your business insurance.

AAMI Business Insurance specialises in providing direct insurance solutions to small businesses in Australia.

AAMI Business Insurance is a member of the Suncorp Group.

Who is this policy for?

This **policy** is suitable to cover the public liability of individuals or companies who sell or promote products or services only at a **market stall** or **exhibit**. Cover for products liability is optional.

This **policy** is not suitable for anyone with a permanent shop location or a formal lease arrangement on an ongoing basis. Additionally, it is not suitable for anyone who provides products or services described in exclusion 3 Amusement Rides on page 24 or exclusion 21 Products or Services on page 30.

If **your business** is in this situation, **you** can contact AAMI Business Insurance for additional information. The Exclusions are listed on pages 24 to 33.

Who is the insurer?

AAI Limited ABN 48 005 297 807 AFSL 230859 trading as AAMI Business Insurance.

How to contact us

- Phone **us** on: 13 22 44
- To lodge or discuss a **claim** 13 22 44
- By email: businessinsurance@aami.com.au
- **You** can visit **our** website at www.aami.com.au

About your insurance policy

Your insurance **policy** is a legal contract between **you** and **us**. The contract is based on the information **you** gave **us** when **you** applied for the insurance and any subsequent information which **you** have supplied.

Please read **your policy** so **you** understand what **we** cover, what **we** exclude, what **we** will pay to settle **claims** and other important information.

In this insurance **policy**:

You/your means the person, company or legal entity shown on the **policy schedule** as the **insured**.

We/our/us means AAI Limited ABN 48 005 297 807 trading as AAMI Business Insurance.

Some other words used in this **policy** have special defined meanings. These words are in **bold** and are listed in the "Definitions" section of this **policy**. These words may appear without bold type in **endorsements**.

Headings have been included for ease of reference only and the terms, conditions, provisions, **endorsements** and exclusions of this **policy** are not to be construed or limited by any reference to such headings.

Our responsibilities to each other

When **we** agree to insure **you**, to renew or vary **your policy**, or to pay **your claim**, **our** decision relies on the accuracy of the information **you** give **us**. If that information is not accurate, **we** can potentially reduce or deny any **claim you** may make or cancel **your policy**. **We** never want to have to do that, so **you** must provide honest and complete information for any **claim**, statement/information or document supplied to **us**.

You must pay the premium by the due date to be covered by this **policy**.

You must observe the conditions contained in this **policy**. **You** should retain the **policy** so **you** can refer to it.

Notice of Non-Renewal

If **your period of insurance** is less than 12 months, **we** do not offer renewal. If **you** buy this **policy** for a **period of insurance** of less than 12 months, this statement is **your** notice that **your policy** will expire at the date and time shown on **your policy schedule**. Please contact **us** if **you** would like to buy a new **policy**.

Communicating with you electronically

We may send **your policy** documents and **policy** related communications electronically. This will be by email and/or other types of electronic communication methods (e.g. SMS). **We** will obtain **your** express or inferred consent to do so.

Each electronic communication will be deemed to be received by **you** at the time it leaves **our** information system.

Important information

Your duty of disclosure

Before **you** enter into an insurance contract, **you** have a duty to tell **us** anything that **you** know, or could reasonably be expected to know, that may affect **our** decision to insure **you** and on what terms.

You have this duty until **we** agree to insure **you**.

You have the same duty before **you** renew, extend, vary or reinstate an insurance contract.

You do not need to tell **us** anything that:

- reduces the risk **we** insure **you** for;
- is common knowledge;
- **we** know or should know as an insurer; or
- **we** waive **your** duty to tell **us** about.

If you do not tell us something

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

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

The amount of your premium

The premium is the amount **you** pay **us** for this insurance. It reflects what **we** consider is the likelihood of **you** making a **claim** on the **policy** and other factors related to **our** cost of doing business. The premium includes stamp duty and GST. **Your** premium is shown on **your policy schedule**. The premium includes any discounts that have been applied.

Cancellation

You can cancel **your policy** at any time however **we** will not provide any refund of premium.

We can cancel **your policy** when the law allows **us** to. If **we** cancel **your policy** due to fraud, **we** will not refund any money to **you**.

Fraudulent claims

If **you**, or anyone **you** authorise to act on **your** behalf, or with **your** knowledge or consent, makes a **claim** that is false or causes loss or damage deliberately, **we** may do one or more of the following:

- refuse to pay a **claim**;
- cancel **your policy**; or
- take legal action against **you**.

The Goods and Services Tax (GST) and your insurance

The premium will include an amount of GST.

You must tell **us** about the **input tax credit (ITC)** **you** are entitled to for **your** premium and **your claim**, each time **you** make a **claim**. If **you** do not give **us** this information or if **you** tell **us** an incorrect ITC, **we** will not pay any GST liability **you** incur.

If **you** are not entitled to an **input tax credit** on **your policy** premium, all **limits of liability** stated in **your policy** are GST inclusive (unless **your policy** states otherwise).

If **you** are entitled to an **input tax credit** on any part of the **policy** premium, the **limits of liability** stated in **your policy** are exclusive of any **input tax credit** which **you** are entitled to claim (unless **your policy** states otherwise).

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

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

Complaints resolution

We are committed to:

- listening to what **you** tell **us**;
- being accurate and honest in telling **you** about **our** products and services;
- communicating with **you** clearly; and
- resolving any complaints or concerns **you** have in a fair, transparent and timely manner.

How to contact us with a complaint

If **you** experience a problem, are not satisfied with **our** products or services or a decision **we** have made, please let **us** know so that **we** can help. Contact **us**:

By phone: 13 22 44

By email: aami@aami.com.au.

Complaints can usually be resolved on the spot or within 5 business days.

If **we** are not able to resolve **your** complaint or **you** would prefer not to contact the people who provided **your** initial service, **our** Customer Relations team can assist:

- Telephone: 1300 240 437
- Mail: AAMI Customer Relations Team
PO Box 14180
Melbourne City Mail Centre
Victoria 8001
- Email: idr@aami.com.au

Seek review by an external service

We expect **our** procedures will deal fairly and promptly with **your** complaint. However, if **you** remain dissatisfied, **you** may be able to access the services of the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. Any determination AFCA makes is binding on **us**, provided **you** also accept the determination. **You** do not have to accept their determination and **you** have the option of seeking remedies elsewhere.

AFCA has authority to hear certain complaints. Contact AFCA to confirm if they can assist **you**. **You** can contact AFCA:

By phone: 1800 931 678

By email: info@afca.org.au

In writing: Australian Financial Complaints Authority,
GPO Box 3, Melbourne VIC 3001

By visiting: www.afca.org.au

Financial Claims Scheme

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

The FCS only applies in the unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer.

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA. Information about the FCS can be obtained from APRA by:

- Telephone: 1300 55 88 49.
- Website: www.apra.gov.au

General Insurance Code of Practice

We support and adhere to the General Insurance Code of Practice. **You** can get a copy of the Code from the Insurance Council of Australia website (www.insurancecouncil.com.au) or by phoning (02) 9253 5100 or 1300 728 228.

Policy conditions

If **you** do not comply with these Conditions **we** may:

- a. refuse to pay a **claim** or reduce the amount **we** pay (to the extent to which **we** are prejudiced in respect of the **claim** as a result of **your** non-compliance); and/or
- b. recover from **you** any costs and/or any monies **we** have paid; and/or
- c. cancel **your policy**.

1. Change to risk

Our decision to insure **you**, and the premium that **we** charge **you**, is based on information provided by **you** about **your business**. **Your** insurance, including the amount of premium, may be affected if any of the facts or circumstances that existed at the start of the **policy** change during the **period of insurance**, including, for example:

- the nature of or type of **business** carried on by **you**;
- **your products** or services **you** offer;
- **you** are declared bankrupt or the **business** is wound up or carried on by an insolvency practitioner or permanently discontinued;
- **you** have been charged with or convicted of any criminal offence relating to arson, drugs, firearms, burglary, housebreaking, theft, robbery, receiving stolen goods, fraud, criminal or wilful damage or injury, assault to anyone.

- any detail on your certificate of insurance is no longer accurate; or
- **your** address, email address or telephone number changes.

You must notify **us** as soon as possible **if** any of the above changes.

If **you** have not told **us** about any of the above matters having occurred in any other **period of insurance you** held in this **policy** with **us**, **you** must also tell us as soon as possible.

If **you** have not told **us** about any of the above matters having occurred in any other **period of insurance you** held this **policy** with **us**, **you** must also tell **us** as soon as possible.

If **you** do not notify **us** when **you** need to **we** may refuse to pay a **claim** or reduce the amount **we** pay (to the extent to which **we** are prejudiced in respect of the **claim** as a result of **your** delay in notifying **us**). If **we** agree to the changes **you** tell **us** about, **we** will confirm this in writing.

When **you** contact **us** to inform **us** of any of these above matters occurring or having occurred, **we** may need to agree with **you** that one or more of the following changes is made in order to continue **your** cover:

- impose an additional **excess**,
- charge extra premium; or
- apply a special condition to **your policy**.

In some cases, it may lead **us** to reduce or refuse to pay a **claim** or mean **we** can no longer insure **you** and **we** will cancel **your policy**.

2. Take steps to reduce risk

You must take steps to ensure that **you** prevent or minimise **personal injury** or **property damage** by:

- employing only competent **employees**;
- complying with all laws, statutory obligations, by-laws, regulations and public authority requirements that concern the safety of persons or property, for example, workplace health and safety laws; and
- obtaining certificates of inspection for all equipment required by any statute or regulations to be certified.

If **you** do not comply with this condition, **we** may refuse to pay a **claim** or reduce the amount **we** pay (to the extent to which **we** are prejudiced in respect of the **claim** as a result of **your** non-compliance).

3. Hazardous or dangerous goods

If hazardous or dangerous goods are used by the **business** such goods must be stored and used in accordance with workplace health and safety laws and regulations applicable to the use and storage of hazardous or dangerous goods, of which **you** should have reasonably been aware. **You** can obtain information about these laws and regulations from the workplace health and safety regulator in **your** State or Territory, for example, Worksafe or Workcover.

If **you** do not comply with this condition, **we** may refuse to pay a **claim** or reduce the amount **we** pay (to the extent to which **we** are prejudiced in respect of the **claim** as a result of **your** non-compliance).

4. Other interests

You must tell **us** if **you** want **us** to record the interests of any third party under this **policy**. If **we** agree to record the interest of a third party this will be shown on the **policy schedule**.

If a third party's interest is not recorded, insurance cover will not extend to their interest and they will not be able to make a claim under this **policy**.

Third party beneficiaries

All third party beneficiaries must comply with the terms and conditions of **your policy**, including without limitation, the General Claims Conditions and the obligation to notify **us** and give **us** details of any other insurance that insures any risk insured by this **policy**.

5. Transfer of interest

No interest in this **policy** can be transferred without **our** written consent.

6. Changes in or waivers of the policy

No changes in the **policy** will be valid unless agreed in writing by **us**.

No waiver of any requirements of the **policy** shall be valid unless it is given to **you** in writing.

7. Multiple insured parties

Except as otherwise expressly provided:

- any notice given by **us** under this **policy** to any one of **you** shown on the **policy schedule** will be deemed to be notice given to all of **you**;
- any misrepresentation or fraudulent actions or statements made by any person or organisation will be deemed to be made by all of **you**; and
- any **claim** made by any person or organisation will be deemed to be a **claim** made by all of **you**.

8. Governing law

The construction, interpretation and meaning of the terms of this **policy** will be determined in accordance with the laws of Australia and the State or Territory where the **policy** was issued. Any disputes relating to the construction, interpretation and meaning of the terms of this **policy** will be submitted to the exclusive jurisdiction of the courts of Australia.

9. If your contact details change

You must keep **your** contact details, including **your** Australian mobile number, postal address and email address up to date. If **we** do not have up to date contact details **you** might not receive **your** important **policy** documents which could impact whether **you** have cover in place.

General claims conditions

If **you** do not comply with these Conditions **we** may:

- a. refuse to pay a **claim** or reduce the amount **we** pay **you**, (to the extent that **your** non-compliance puts **us** in a worse position in respect of **your** claim); and/or
- b. recover from **you** any costs and/or any monies **we** have paid; and/or
- c. cancel **your** **policy**.

1. Claim notification

You must:

- notify **us** as soon as possible and give **us** all known details of the **claim**;
- as soon as possible provide **us** with any legal document or other communication **you** receive about a **claim**, including any legal proceedings brought against **you**; and

- provide **us** with all reasonable information and documentation to enable **us** to substantiate and investigate the **claim** that **we** request. If **we** ask **you** for a statutory declaration verifying the details of **your claim** and any other matters connected with the **claim**, **you** must provide it.

2. Minimise loss

You must:

- take steps to minimise or prevent further loss, damage, legal liability, injury or illness, and
- if **you** make a **claim**, also do everything to mitigate the loss, damage, liability, injury or illness that **we** ask **you** to do.

If **you** are unsure about what steps to take to minimise or prevent further loss, damage, liability, injury or illness, please contact **our** claims services on 13 22 44.

3. Cooperation

You must co-operate and provide **us** with all reasonable assistance in connection with any investigation, negotiation, recovery, defence, legal proceeding or settlement of any **claim** including:

- doing all things necessary to allow **us** to take over legal proceedings in the circumstances discussed in General Claims Condition 9 – Our right to recover from those responsible; and
- attending an interview or giving evidence in court as **we** may reasonably require.

4. Notification of other insurance

In the event of a **claim you** must provide **us** with the details of any other insurance that provides cover for the **claim** to enable **us** to exercise **our** right to seek contribution from the insurer of that other insurance.

5. Admitting liability

You must not admit liability for any loss, damage or injury, or settle or attempt to settle or defend any **claim** without **our** written consent.

6. Conduct of claims

In relation to legal liability claims **you** make under **your policy**, **we** have the right and full discretion to conduct claims. **We** may engage legal or other representatives to assist in the conduct of a claim. At all times **we** reserve the right to negotiate and settle a claim on terms **we** consider appropriate. **You** must allow **us** to make admissions, settle or defend claims made against **you** on **your** behalf.

7. Paying your excess

You must pay the **excess** that applies to a **claim** under this **policy**.

The amount of the **excesses** and the circumstances that each **excess** applies to are shown on **your policy schedule**.

When **you** make a **claim** there are two options for paying **your excess**:

- the applicable **excesses** may be deducted from the amount **we** pay **you** under **your claim**; or
- **you** may pay the **excess** directly to **us** before **we** finalise **your claim**.

8. Claims settlements

a. Input Tax Credit entitlement

If any **event** occurs which gives or may give rise to a **claim you** must tell **us your** entitlement to **input tax credits** (ITC) for **your** insurance premium and **claim** if **you** are registered, or are required to be registered for GST purposes. If **you** do not inform **us** of **your** entitlement, or the information **you** give **us** is incorrect, **we** will not cover **you** for any resulting fines, penalties or tax liability **you** incur. When **we** calculate a payment to **you** for **your claim**, **we** can reduce it by any **input tax credits you** are, or would be, entitled to receive.

b. Cash payments

Any cash payments made to **you** under this **policy** will be based on costs including GST. However, if **you** are, or would be, entitled to **claim** any **input tax credits** for things insured by the **policy**, **we** will reduce **our** payment to **you** by the amount of **your input tax credits** entitlement.

Discharge of liability

If, at any time, **we** pay **you** the **limit of liability** for any **claim** under this **policy**, **we** do not have any further liability to **you**. But **we** will pay any charges, expenses and legal costs payable under a., b. and c. of 'Supplementary Payments' that are expressed to be in addition to the **limit of liability**.

Provided that:

- i. **we** will only pay those charges, expenses and legal costs payable under a., b. and c. of 'Supplementary Payments' that were incurred by **you** with **our** permission prior to the date of payment of the **limit of liability**; and

- ii. if a payment exceeding the **limit of liability** has to be made to dispose of a **claim** or legal action against **you, our** liability to pay charges, expenses and legal costs payable under a., b. and c. of 'Supplementary Payments', with respect to the occurrence, will be limited to that proportion of those charges, expenses and legal costs payable under a., b. and c. of 'Supplementary Payments' as the **limit of liability** bears to the amount paid to dispose of the **claim** or legal action.

Please refer to the 'Application of limit of liability to claims that exceed the limit' clause on page 22 of this policy for details of these provisions including an example of how the provision described in ii. above would apply.

9. Our right to recover from those responsible

If **you've** incurred a legal liability in an incident and **you** make a **claim** under this policy with **us** for that legal liability, then **we** have the right and **you** have permitted **us** to take action or start legal proceedings against any person or entity liable or, who would be liable to **you** for the recovery of **your** loss.

"**Your** loss" means **your** insured, underinsured or uninsured legal liability, costs, payments made and expenses in respect to the incident. Any action or legal proceeding **we** take will be commenced in either in **your** name, or in the name of any other person or entity that suffered **your** loss. **We** will have full discretion over the conduct and any settlement of the recovery action.

If **you** make a **claim** with **us** for **your** loss and you've already started action or legal proceedings against any person or entity liable or, who would be liable to **you** for **your** loss, then **we** have the right and **you** have permitted **us** to take over and continue that action or legal proceeding.

Where **your** loss forms part of any class or representative action which hasn't been started under **our** instructions, **we** have the right and **you** permit **us** to exclude **your** loss from that class or representative action for the purpose of **us** including it in any separate legal proceedings which are or will be started under **our** instructions.

You must provide **us** with all reasonable assistance, co-operation and information in the recovery of **your** loss.

This assistance may include:

- providing a more detailed version of events, which may include completing a diagram or statement/affidavit;
- providing **us** with any documents relevant to **your** claim;
- providing copies of any photographs or footage of the incident available;
- lodging a police report or obtaining relevant documents, such as completing and lodging an application form to obtain records from the police, fire and rescue, councils and other entities (when **we** cannot lodge one);
- attending court or meetings with **our** legal/other experts (only if required);
- providing evidence and documentation relevant to **your** claim and executing such documents, including signed statements and affidavits which **we** reasonably request.

We will cover the costs you incur when having to attend court up to \$250 in total per claim.

You must not enter into any agreement, make any admissions or take any action or steps that have the effect of limiting or excluding **your** rights and **our** rights to recover **your** loss, including opting out of any class or

representative action, including opting out of any class or representative action, unless **we** have given **you our** prior written agreement. If **you** do, **we** may not cover **you** under this policy for **your** loss.

Recoveries do not include any amount recovered from reinsurance.

9. Subrogation agreements

If another person, corporation or organisation is, or could have been, liable to compensate **you** for any legal liability otherwise covered by the **policy**, but **you** have agreed with that person, corporation or organisation either before or after the legal liability occurred that **you** would not seek to recover any money from them, **we** will not cover **you** under the **policy** for any such legal liability.

10. Conduct towards us

You must not behave in a way that is abusive, dangerous, hostile, improper or threatening when engaging with **us** and **our** service providers.

What we cover and What We Will Pay

Public Liability

In consideration of payment of the premium and subject to the terms, conditions, provisions, **endorsements**, exclusions and **limit of liability**, **we** will cover **your** legal liability to pay compensation to another person (not **you**) for **personal injury**, **property damage** or **advertising liability**:

- a. occurring within the Commonwealth of Australia or New Zealand and during the **period of insurance**;
- b. resulting from an **occurrence** happening in connection with the **business**; and
- c. where **your** legal liability arises out of or in connection with **your use** of the **market stall**.

We will pay up to the 'Public liability' **limit of liability** for all amounts **you** are legally liable to pay for compensation covered under this **policy** resulting from an **occurrence**.

Products Liability (Optional Cover)

If **you** have selected Product Liability cover and in consideration of payment of the premium and subject to the terms, conditions, provisions, **endorsements**, exclusions and **limit of liability**, **we** will cover **your** legal liability to pay compensation to another person (not **you**) for **personal injury** or **property damage**:

- a. occurring within the Commonwealth of Australia or New Zealand and during the **period of insurance**;
- b. resulting from an **occurrence** in connection with **your products** sold or distributed from **your market stall** at a **market** or **exhibit**; and

- c. where a **limit of liability** is shown against 'Products Liability' on **your policy schedule**.

We will pay, in the aggregate, up to the 'Products Liability' **limit of liability** for **your** legal liability to pay compensation covered under this **policy** resulting from any **occurrences** that happen during the **period of insurance** in connection with **your products**.

Supplementary payments

If **we** pay a **claim** for compensation in respect of which **your** legal liability is covered by this **policy we** will also pay:

- a. all charges, expenses and legal costs incurred by **us** and/or by **you** with **our** agreement in the settlement or defence of the **claim** for compensation made against **you** covered by this **policy**;
- b. all charges, expenses and legal costs recoverable from **you** by claimants in connection with the **claim** for compensation; and
- c. expenses incurred by **you** for first aid to others at the time of an **occurrence** covered by this **policy**.

The charges, expenses or legal costs incurred under paragraphs a., b. and c. are payable by **us** in addition to the **limit of liability** except that if **we** pay the **limit of liability** in respect of an **occurrence** or **occurrences**:

- i. **we** will only pay those charges, expenses or legal costs covered under this Supplementary Payments that were incurred by **you** with **our** permission prior to the date of payment of the **limit of liability**; and
- ii. if a payment exceeding the **limit of liability** has to be made to dispose of a claim or legal action against **you**, **our** liability to pay charges, expenses or legal costs covered under this 'Supplementary payments', with respect to the **occurrence**, will be

limited to that proportion of those legal costs as the **limit of liability** bears to the amount paid to dispose of the claim or legal action.

Please refer to the 'Application of limit of liability to claims that exceed the limit' clause on page 22 of this **policy** for details of these provisions including an example of how the provision described in ii. above would apply.

Application of limit of liability to claims that exceed the limit

If **we** pay the **limit of liability** in respect of any **occurrence, we** will not be obliged to defend any legal action against **you**. **We** will have no further liability under this **policy** with respect to the **occurrence**, except for those charges, expenses or legal costs covered under 'Supplementary Payments' incurred with respect to the **occurrence** by **you** with **our** permission prior to the date of payment of the **limit of liability**.

If a payment exceeding the **limit of liability** has to be made to dispose of a **claim** or legal action against **you**, **our** liability to pay charges, expenses and legal costs legal costs covered under 'Supplementary Payments', with respect to the **occurrence**, will be limited to that proportion of those charges, expenses and legal costs legal costs as the **limit of liability** bears to the amount paid to dispose of the **claim** or legal action.

Example:

Limit of liability = \$10,000,000

Payment to dispose of the claim = \$20,000,000

Legal costs incurred to settle the claim covered under Supplementary Payments (a) = \$100,000

Limit of liability is 50% of amount paid to dispose of the claim

Our liability for legal costs is limited to 50% of \$100,000 = \$50,000 (less any applicable excess).

Interested Parties

We will pay a **claim** as if “**you**” in the insuring clause includes a reference to any Interested Party noted on the **policy schedule**, subject to the same terms and conditions which apply to **you**.

This will only apply:

- a. to legal liability for **Personal injury** or **Property damage** incurred by the Interested Party that arises directly from **your** negligence in the carrying out of work or services in connection with **your Business** as part of an undertaking or contract entered into between **you** and the Interested Party;
- b. to the contract or agreement between **you** and the Interested party; and
- c. where a **claim** made by **you** in relation to the **occurrence** which gives rise to the Interested Party’s legal liability would not be excluded by this cover.

We will not pay a **claim** for **Personal injury** or **Property damage** incurred by an Interested Party which:

- a. arises out of or in connection with the Interested Party’s own negligence, acts, errors or omissions;
- b. arises independently of **your** performance of any contract or agreement between **you** and the Interested Party; or
- c. arises from an **occurrence** in respect of which **you** or the Interested Party is entitled to be indemnified pursuant to a policy which provides workers compensation insurance or any other policy or scheme which provides cover against liability for injuries to workers or **employees**.

Exclusions

We will not indemnify **you** for any liability of any nature arising indirectly or directly out of, in respect of, caused by, through or in connection with:

1. Aircraft and watercraft

any **aircraft**, **watercraft** or **hovercraft** or any of their parts.

2. Aircraft landing areas

the use of any land, property or structure as an airport, or **aircraft** hangar or landing area.

3. Amusement Rides

- a. jumping castles or similar flexible inflatable structures,
- b. carnival/amusement rides or animal rides, or
- c. ownership, possession or use by **you** or on **your** behalf of (a) or (b) listed above.

4. Asbestos

- a. the inhalation of (including the fear of inhalation of, or exposure to) asbestos, asbestos fibres or derivatives of asbestos;
- b. **property damage**, or loss of **use** or diminution in value of property, arising directly or indirectly, out of or caused by, through or in connection with asbestos, asbestos fibres or derivatives of asbestos; or
- c. the cost of cleaning up, removing, treating, controlling, storing or disposing of asbestos, asbestos fibres or derivatives of asbestos or any other associated expenses.

5. Building works

the erection, demolition of or alteration or addition to buildings or structures by **you**, or on **your** behalf.

6. Contractual liability

any liability assumed under any written lease, contract or agreement. However, this exclusion does not apply to:

- a. liability which would have been implied or imposed by law in the absence of such lease, contract or agreement; or
- b. the cover provided pursuant to this **policy** (if any) to an Interested Party noted on the **policy schedule**.

7. Defective design

any defective or deficient design or error in formula or in specification provided by **you**.

8. Employers liability

- a. **personal injury** to any of **your employees** arising out of or in the course of their employment in **your business**;
- b. **personal injury** to any person who is, pursuant to any statute relating to workers' compensation, deemed to be **your employee** or in respect of which **you** are entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any statute relating to workers' compensation whether or not **you** are a party to such contract of insurance; or
- c. any liability imposed by the provisions of any workers' compensation or accident compensation statute or any industrial award or agreement or determination for injuries to workers or employees.

However this exclusion does not apply to **claims** for loss of consortium by the spouse of any of **your employees** or the spouse of any person who is pursuant to any statute relating to workers' compensation deemed to be **your employee**.

9. Fines, penalties and punitive damages

any fines, penalties, liquidated damages, punitive, exemplary or aggravated damages however imposed.

10. Food Safety requirements

your non-compliance with the Food Safety Practices and General Requirements Standard 3.2.2 (or any subsequent amendment or replacement) set out by the Food Standards Australia and New Zealand during the preparation and/or sale of food and food related items available from www.foodstandards.gov.au.

11. Hot work

flame cutting, flame heating, arc or gas welding, metal grinding or any similar operation in which welding, metal grinding or cutting equipment is used, unless such use is carried out in strict compliance with all relevant Workplace Health and Safety laws and Australian Standards AS 1674.1 -1997 *Safety in welding and allied processes - Fire precautions* and AS 1674.2 2007 *Safety in welding and allied processes - Electrical* (or if not current any subsequent amendments or replacements), available from www.standards.org.au.

12. Internet and electronic data

- a. **your internet operations** other than liability for **personal injury** or **property damage** arising out of any material prepared by the manufacturer in respect of product use, safety instructions or warnings which is reproduced on **your** website;
- b. the following:
- i. the total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **data** or **computer equipment**;
 - ii. any error in creating, amending, entering, deleting or using **data**; or
 - iii. the total or partial inability or failure to receive, send, access or use **data** or **computer equipment** for any time or at all,

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

- c. i. communication, display, distribution or publication of **data**; or
- ii. the use of **computer equipment**,

by **you** or on **your** behalf, other than **your** liability for bodily injury, death, sickness, disease, disability, shock, fright, mental injury, mental anguish or loss of consortium resulting from any of these.

13. Jurisdiction limits

any action brought or instituted against **you** or any judgement obtained against **you** (whether or not such judgement is enforced by the courts of the Commonwealth of Australia or New Zealand) in any country other than the Commonwealth of Australia or New Zealand.

14. Defamation

- a. made prior to the commencement of the **period of insurance**;
- b. made by **you** or at **your** direction in the knowledge that it was false; or
- c. related to advertising, publishing, printing, broadcasting or telecasting activities conducted by **you** or on **your** behalf.

15. Loss of use

the loss of use of tangible property which has not been physically damaged or destroyed resulting from:

- a. delay in or lack of performance by **you** or on **your** behalf of any contract or agreement; or
- b. the failure of **your products** to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by **you**.

PROVIDED that paragraph b. of this exclusion does not apply to loss of use of tangible property resulting from sudden and accidental physical damage to or destruction of **your products** after **your products** have been put to use by any person or organisation other than **yourself**.

16. Molestation

caused by or arising from the molestation of, the interference with, the mental abuse or the physical abuse of any person by:

- a. **you**;
- b. any **employee**; or
- c. any person performing any voluntary work or service for **you** or on **your** behalf.

17. Pollution

- a. the discharge, dispersal, release or escape of **pollutants** into or upon land, the atmosphere or water unless such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended from **your** standpoint and takes place in its entirety at a specific time and place; or
- b. the cost of preventing, removing, nullifying or cleaning up any contamination or pollution as a consequence of the discharge, dispersal, release or escape of any **pollutants**.

PROVIDED that paragraph b. of this exclusion does not apply to removal, nullifying or cleaning up costs which are consequent upon a sudden, identifiable, unexpected and unintended happening which takes place in its entirety at a specific time and place.

18. Product defects

- a. damage to **your products** if that damage is attributable to any defect in them or their harmful nature or unsuitability;
- b. any defect or deficiency in **your products** of which **you** or **your** agents have knowledge or have reason to suspect at the time when **your products** pass from **your** actual physical custody or from the actual physical custody of any person under **your** control; or
- c. any defect or deficiency in any directions, markings, instructions, warnings or advice given or omitted to be given by **you** concerning **your products** or the use or storage of **your products**.

19. Product recall

the withdrawal, inspection, repair, replacement or loss of use of **your products** or of any property of which **your products** form a part, if **your products** are withdrawn from the market or from use because of any known or suspected defect or deficiency in them.

20. Products

your products if no amount is shown against 'Products Liability' on **your policy schedule**.

21. Products or services

the following products or services:

- seafood or smallgoods.
- second hand mechanical or electrical goods.
- toys or games.
- power tools.
- medicinal or pharmaceutical remedies or treatments, or, medical, remedial or beautification equipment or any device designed to pierce the skin including but not limited to the application of any tattoo or body piercing item.
- beauty products, cosmetics, soaps, fragrances or essential oils.
- cigarettes or cigars of any kind including electronic cigarettes, electronic vaping devices, personal vaporizer, or electronic nicotine delivery system, or any consumable component.
- any tobacco products, including synthetic or herbal tobacco, or any product designed to replicate the effects of tobacco or any other drug; or, smoking paraphernalia.
- explosives or fireworks.
- dangerous, hazardous or flammable goods.

- **vehicles, watercraft, aircraft** or bicycles, or, equipment or parts used for the navigation, safety or to provide motive power to any **vehicle, watercraft, aircraft** or bicycle.
- safety equipment (including for sporting, industrial or domestic use).
- weapons or firearms of any kind including (but not limited to) knives, swords, ammunition or any device requiring a license to possess or use due to its dangerous aspects.
- load bearing equipment including scaffolding, ladders, and steps or rigging devices.
- animal feed intended for animals other than domestic pets.
- sporting, exercise or physical training equipment.

22. Professional duty

a breach of any professional duty owed by **you** or anyone for whose breaches of such duty **you** may be legally liable.

This exclusion does not apply to the rendering of or failure to render first aid unless such an act or omission was undertaken in a professional capacity by a medical or nurse practitioner.

23. Property in physical or legal control

property damage to property owned, leased or rented by **you**, or property in **your** physical or legal control.

However, this exclusion does not exclude cover for customers goods that are left in **your** physical or legal control.

Subject to the most **we** will pay for any one **occurrence** is \$20,000 or any other amount shown in **your policy schedule** for customers goods.

24. Sanctions

any payments or provide any services or benefit to **you** or to any other party to the extent that such cover, payment, service or benefit would contravene any applicable trade or economic sanctions, law or regulation.

25. Types of advertising liability

in respect of **advertising liability**:

- a. an act, error or omission that occurs prior to the first **period of insurance** of this **policy**;
- b. statements made by **you** or at **your** direction in the knowledge that such statements are false;
- c. the failure of performance of contract but this exclusion shall not apply to **claims** for unauthorised appropriation of advertising ideas contrary to an implied contract;
- d. any incorrect description of **your products** or services;
- e. any mistake in advertised price of **your products** or services; or
- f. failure of **your products** or services to conform with advertised performance, quality, fitness or durability.

26. Vehicles

the ownership, use, legal possession, or legal control by **you** of any **vehicle** or any attachment to such **vehicle**:

- a. which is registered;
- b. in respect of which registration or insurance is required by virtue of any legislation relating to **vehicles**; or
- c. in respect of which compulsory liability insurance

or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected).

However this exclusion does not apply to legal liability in respect of **personal injury** or **property damage** caused by or arising from:

- a. the delivery or collection of goods to or from any **vehicle** where such **personal injury** or **property damage** occurs beyond the limits of any road; or
- b. the loading, unloading, delivery or collection of goods to or from any **vehicle** used in work undertaken by **you** or on **your** behalf when the **vehicle** is not in **your** physical or legal control.

27. War and nuclear

- a. revolution, hostilities, war or other acts of foreign enemy, war like activity (whether war is declared or not), military coup, hostile acts of sovereign or government state-sponsored entities;
- b. expropriation including lawful seizure, resumption confiscation, nationalisation or requisition by or under the order of any Government or Public or Local Authority;
- c. nuclear weapons material;
- d. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste; or
- e. any looting or rioting following any **event** described in paragraph a. or b. above.

28. Exclusion for Leased Space

the occupation by lease or tenancy agreement by **you** of any space within the legal boundaries of a shopping centre.

Definitions

The following words have the following meanings:

Advertising liability

means:

- a. any infringement of copyright or passing off of title or slogan;
- b. unfair competition, piracy or idea misappropriation contrary to an implied contract; or
- c. invasion of privacy committed or alleged to have been committed during the **period of insurance** in any advertisement, publicity article, broadcast or telecast and caused by or arising out of **your** advertising activities.

Aircraft

means:

anything made or intended to fly or move in or through the air or space other than a static model aircraft.

Aircraft includes remote or radio control devices and unmanned aerial vehicles or other like pilotless **aircraft** of either fixed or rotary wing design.

Business

means:

the **business** or **businesses** shown and described on the **policy schedule**.

Claim

means:

any demand made upon the **insured** for compensation, however conveyed, including a writ, statement of **claim**, application or other legal or arbitral process.

Computer equipment

means:

data or part of **data**, computer hardware, operating system, computer network, web sites, servers, extranet, intranet, mail systems, software, applications software, payment terminals, smart phones, wearable devices and any other hand-held wireless devices that have the capacity to convey **data**, computer chips including microprocessor chips and coded instruction as well as any new technology, product or service replacing **computer equipment**.

Data

means:

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

Employee or Employees

means:

any person while employed by **you** in the **business** which includes but is not limited to volunteers and unpaid workers.

Endorsement or Endorsements

means:

a written change or addition made to **your policy**. Any **endorsement** or **endorsements** which apply to **your policy** will form part of the **policy** and be shown on **your policy schedule** unless **we** send **you** the **endorsement** separately.

Event

means:

one incident or all incidents of a series consequent on, or attributable to, one source or original cause.

Excess or Excesses

means:

the amount which is payable by **you** for each **claim** under this **policy**.

Exhibit

means:

an organised gathering such as, but not limited to a trade show or trade fair, expo, conventions or a similar gathering where merchandise or goods are displayed by exhibitors.

Hovercraft

means:

any vessel, craft or thing made or intended to float on and in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.

Input tax credit(s)

means:

the amount **you** are entitled to claim as a credit against GST that **you** have paid

Insured/you/your/yourself

means:

any person, company or legal entity shown on the **policy schedule** as the **insured**.

Internet operations

means:

- a. use of electronic mail systems by **you** or **your employees**, including part time and temporary staff, and others within **your business** or others;
- b. communicating with **your business** by electronic mail;
- c. access through **your** network to the world wide web or a public internet site by **you** or **your employees**, including part time and temporary staff, and others within **your business**;
- d. access to **your** intranet (internal company information and computing resources) which is made available through the world wide web for **your** customers or others outside **your business**; and
- e. the operation and maintenance of **your** website.

Limit of liability

means:

the **limit of liability** shown on **your policy schedule**.

Market

means:

an organised **market** where a group of **market stall** holders gather to sell their goods, merchandise or wares.

Market Stall

means:

an immobile, temporary structure including physical benches, cabinetry, flooring, partitioning and panels used to display and shelter **your products** in a **market**

or **exhibit**.

Occurrence

means:

an **event** neither expected or intended from **your** standpoint including continuous or repeated exposure to substantially the same general conditions. A series of **occurrences** arising from the one original cause will be deemed to be the one **occurrence**.

Period of Insurance

means:

the **period of insurance** shown on the **policy schedule**.

Personal injury

means:

- a. bodily injury, death, sickness, disease, disability, shock, fright, mental anguish, mental injury or loss of consortium;
- b. false arrest, false imprisonment, wrongful eviction, wrongful detention or malicious prosecution;
- c. defamation or invasion of right of privacy; or
- d. assault and battery not committed by **you** or at **your** direction unless committed for the purpose of preventing or eliminating danger to persons or property.

Policy

means:

your insurance contract. It consists of this **policy** wording, any **endorsements** and the **policy schedule**.

Policy schedule

means:

the record of the particulars of **your** insurance which forms part of this **policy**. The **policy schedule** is issued when **we** have accepted **your** insurance. Updated **policy schedules** or **endorsements** may also be sent to **you** showing alterations to **your policy**.

Pollutants

means:

any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste materials.

Property damage

means:

- a. physical damage to or destruction of tangible property (which includes loss of property) including the loss of use of the property damaged or destroyed; or
- b. loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by physical damage to or loss or destruction of other tangible property.

Property damage does not include loss of **data** unless such loss is a direct result of damage to computer hardware.

Use

means:

your use of the **market stall** to display and shelter **your products** in a **market** or **exhibit** for the purpose of undertaking the **business**. Use includes the period

of 24 hours before and after the **market** or **exhibit** for the purposes of setting up, removal, rehearsal and night before shows. Use excludes **your** occupation of the space used by **you** for the **market stall**.

Vehicle

means:

any type of machine on wheels or on caterpillar tracks (including any trailer, caravan or other apparatus attached to the machine) made or intended to be propelled other than by manual or animal power.

Watercraft

means:

anything made or intended to float or travel on or through water other than **hovercraft** or model boats.

We/us/our

means:

AAI Limited ABN 48 005 297 807 AFSL 230859 trading as AAMI Business Insurance.

Your products

means:

anything (including any component, packaging or container of or for such thing) after it has ceased to be in **your** possession or control which has been manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed by **you** in the course of **your business**. The term includes anything, (including any component, packaging or container of or for such thing), which by operation of a law of the Commonwealth of Australia **you** are deemed to have manufactured.

Privacy statement

AAI Limited trading as AAMI Business Insurance is the insurer and issuer of **your** commercial insurance product, and is a member of the Suncorp Group, which **we**'ll refer to simply as "the Group".

Purpose of collection

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable.

We collect personal information so that **we** can:

- identify **you** and conduct appropriate checks;
- understand **your** requirements and provide **you** with a product or service;
- set up, administer and manage **our** products and services and systems, including the management and administration of underwriting and **claims**;
- assess and investigate any **claims you** make under one or more of **our** products;
- manage, train and develop **our employees** and representatives;
- manage complaints and disputes, and report to dispute resolution bodies; and
- get a better understanding of **you, your** needs, **your** behaviours and how **you** interact with **us**, so **we** can engage in product and service research, development and business strategy including managing the delivery of **our** services and products via the ways **we** communicate with **you**.

What happens if you don't give us your personal information?

If **we** ask for **your** personal information and **you** don't give it to **us**, **we** may not be able to provide **you** with any, some, or all of the features of **our** products or services.

How we handle your personal information

We collect **your** personal information directly from **you** and, in some cases, from other people or organisations.

We also provide **your** personal information to other related companies in the Group, and they may disclose or use **your** personal information for the purposes described in 'Why do we collect personal information?' in relation to products and services they may provide to **you**. They may also use **your** personal information to help them provide products and services to other customers, but they'll never disclose **your** personal information to another customer without **your** consent.

Under various laws **we** will be (or may be) authorised or required to collect **your** personal information. These laws include the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Personal Property Securities Act 2009, Corporations Act 2001, Autonomous Sanctions Act 2011, Income Tax Assessment Act 1997, Income Tax Assessment Act 1936, Taxation Administration Act 1953, A New Tax System (Goods and Services Tax) Act 1999 and the Australian Securities and Investments Commission Act 2001, as those laws are amended, and includes any associated regulations.

We will use and disclose **your** personal information for the purposes **we** collected it as well as purposes that are related, where **you** would reasonably expect **us** to. **We** may disclose **your** personal information to and/or collect **your** personal information from:

- other companies within the Group and other trading divisions or departments within the same company (please see **our** Group Privacy Policy for a list of brands/companies);
- any of **our** Group joint ventures where authorised or required;
- customer, product, business or strategic research and development organisations;
- data warehouse, strategic learning organisations, data partners, analytic consultants;
- social media and other virtual communities and networks where people create, share or exchange information;
- publicly available sources of information;
- clubs, associations, member loyalty or rewards programs and other industry relevant organisations;
- a third party that we've contracted to provide financial services, financial products or administrative services – for example:
 - information technology providers,
 - administration or business management services, consultancy firms, auditors and business management consultants,
 - marketing agencies and other marketing service providers,
 - claims management service providers,
 - print/mail/digital service providers, and
 - imaging and document management services;
- any intermediaries, including **your** agent, adviser, a broker, representative or person acting on **your** behalf, other Australian Financial Services Licensee or **our** authorised representatives, advisers and **our** agents;

- a third party claimant or witnesses in a **claim**;
- accounting or finance professionals and advisers;
- government, statutory, or regulatory bodies and enforcement bodies;
- **policy** or product holders or others who are authorised or noted on the **policy** as having a legal interest, including where **you** are an **insured** person but not the **policy** or product holder;
- in the case of a relationship with a corporate partner such as a bank or a credit union, the corporate partner and any new incoming insurer;
- the Australian Financial Complaints Authority or any other external dispute resolution body;
- credit reporting agencies;
- other insurers, reinsurers, insurance investigators and claims or insurance reference services, loss assessors, financiers;
- legal and any other professional advisers or consultants;
- hospitals and, medical, health or wellbeing professionals;
- debt collection agencies;
- any other organisation or person, where **you**'ve asked them to provide **your** personal information to **us** or asked **us** to obtain personal information from them, e.g. **your** mother.

We'll use a variety of methods to collect **your** personal information from, and disclose **your** personal information to, these persons or organisations, including written forms, telephone calls and via electronic delivery. **We** may collect and disclose **your** personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

Overseas disclosure

Sometimes, **we** need to provide **your** personal information to – or get personal information about **you** from – persons or organisations located overseas, for the same purposes as in 'Why do we collect personal information?'

The complete list of countries is contained in **our** Group Privacy Policy, which can be accessed at www.aami.com.au/privacy, or **you** can contact **us** for a copy.

From time to time, **we** may need to disclose **your** personal information to, and collect **your** personal information from, other countries not on this list.

Nevertheless, **we** will always disclose and collect **your** personal information in accordance with Privacy laws.

Your personal information and our marketing practices

Every now and then, **we** and any related companies that use the AAMI brand might let **you** know – including via mail, SMS, email, telephone or online – about news, special offers, products and services that **you** might be interested in. **We** will engage in marketing unless **you** tell **us** otherwise. **You** can contact **us** to update **your** marketing preferences at any time.

In order to carry out **our** direct marketing **we** collect **your** personal information from and disclose it to others that provide **us** with specialised data matching, trending or analytical services, as well as general marketing services (**you** can see the full list of persons and organisations under 'How we handle your personal information'). **We** may also collect your personal information for marketing through competitions and by purchasing contact lists.

We, and other people who provide **us** with services, may combine the personal information collected from **you** or others, with the information **we**, or companies in **our** Group, or **our** service providers already hold about **you**. **We** may also use online targeted marketing, data and audience matching and market segmentation to improve advertising relevance to **you**.

How to access and correct your personal information or make a complaint

You have the right to access and correct **your** personal information held by **us** and **you** can find information about how to do this in the Suncorp Group Privacy Policy.

The Suncorp Group Privacy Policy also includes information about how **you** can complain about a breach of the Australian Privacy Principles and how **we**'ll deal with such a complaint. **You** can get a copy of the Suncorp Group Privacy Policy. Please use the contact details in Contact Us.

Contact us

For more information about **our** privacy practices including accessing or correcting **your** personal information, making a complaint, or obtaining a list of overseas countries **you** can:

- Visit www.aami.com.au/privacy
- Speak to **us** directly by phoning one of **our** Sales & Service Consultants on 13 22 44
- Email **us** at businessinsurance@aami.com.au

**We're here to help you
24 hours a day
7 days a week**

How to contact us

by phone: **13 22 44**

via the internet: **aami.com.au**

in writing: PO Box 14180,
Melbourne City Mail Centre
Victoria 8001

This insurance is issued by:

AAI Limited

ABN 48 005 297 807

AFSL No. 230859 trading as AAMI Business
Insurance

LUCKY
YOU'RE
WITH

AAMI

