



# 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 part of the Suncorp Group of companies.

### **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 on page 16 or exclusion 22 on page 21.

If **your business** is in this situation, you can contact AAMI Business Insurance for additional information. The Exclusions are listed on pages 15 to 24.

### **Who is the insurer?**

AAI Limited ABN 48 005 297 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](mailto:businessinsurance@aami.com.au)

You can visit **our** website at [www.aami.com.au](http://www.aami.com.au)

## About your insurance policy

**You** 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 answer the questions **we** ask and disclose all relevant information to **us** honestly and correctly.

**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

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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 agree to send **your policy** documents and **policy** related communications electronically. This will be by email and/or other types of electronic communication methods. **Policy** documents and **policy** communications will be provided to **you** in this way until **you** tell **us** otherwise or **we** tell **you** it is no longer suitable. If **we** agree to communicate with **you** electronically, **you** will need to provide **us** with **your** current email address and **your** Australian mobile phone number.

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

## Important information

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### 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; or
- is common knowledge; or

- **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.

### **Cancellations**

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

**We** can only cancel **your policy** when the law allows. If **we** cancel **your policy we** will not provide any refund of premium.

### **The Goods and Services Tax (GST) and your insurance**

**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.

GST has an impact on the way in which claim payments are calculated under **your policy**. **We** will calculate the amount of any payment **we** make to **you** having regard to **your** GST status.

Our liability to **you** will be calculated taking into account any ITC to which **you** are entitled for any acquisition which is relevant to **your** claims, or to which **you** would have been entitled had **you** made a relevant acquisition.

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

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

## **Complaints resolution**

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**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.

If **you** have a complaint concerning this product or **our** services, please tell the people who provided **your** initial service or **you** can contact **us** by:

- Telephone: 1800 689 762
- Mail: Reply Paid 1453 Customer Relations Unit RE058,
- GPO Box 1453 Brisbane QLD 4001 or
- Email: [customer.relations@suncorp.com.au](mailto:customer.relations@suncorp.com.au)

### **What we will do to resolve your complaint**

When **you** first let **us** know about **your** complaint or concern, **we** will review **your** complaint, consider the facts and attempt to resolve **your** complaint by the end of the next working day.

If **we** cannot resolve **your** complaint to **your** satisfaction within 5 working days **we** will contact **you** to agree on reasonable alternative time frames.

**We** will endeavour to send **you our** final decision within 15 working days from the date **you** first made **your** complaint provided **we** have all necessary information and have completed any investigation required.

If **you** are still unsatisfied with the final outcome at **your** request **we** can refer **your** complaint to **our** Internal Dispute Resolution (IDR) team. **Our** IDR team will review **your** dispute, and respond to the dispute within 15 working days of **your** complaint being referred to them provided they receive all necessary information and have completed any investigation required.

## **What if you are not satisfied with our final IDR decision?**

**We** expect **our** procedures will provide **you** with a fair and prompt resolution to **your** complaint. If however **you** are not satisfied with **our** final decision or if **we** have not been able to resolve the complaint to **your** satisfaction within 45 days **you** may be able to take the complaint to the Financial Ombudsman Service (FOS) Australia.

FOS is an independent external dispute resolution scheme and its service is free to **our** customers.

**You** can contact FOS by:

- Telephone: 1800 367 287
- Mail: Financial Ombudsman Service Limited  
GPO Box 3  
Melbourne VIC 3001.
- Email: [info@fos.org.au](mailto:info@fos.org.au)

FOS will tell **you** if they can help **you**, as their services are not available to all customers.

**We** agree to accept a FOS decision however **you** have

the right to take legal action if **you** do not accept their decision.

## 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 at [www.fcs.gov.au](http://www.fcs.gov.au).

## General Insurance Code of Practice

**We** are a signatory to the General Insurance Code of Practice. A copy of the Code can be obtained from the Insurance Council of Australia by:

- Telephone (02) 9253 5100 or 1300 728 228
- Website [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au)

## Policy conditions

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If **you** do not comply with these conditions, **we** may refuse **your claim** or reduce the amount **we** pay **you**.

### 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 **business** is permanently discontinued;
- **you** are convicted of a criminal offence;
- the nature of or type of **business** carried on by **you** changes;
- the **products you** offer change;
- **you** or the **business** are insolvent, wound up or subject to external administration.

**You** must immediately notify **us** of any of the above changes or any other changes that may increase the risk insured under **your policy**.

If **we** agree to the changes **you** tell **us** about, **we** will confirm this in writing. In some cases, **we** may only agree to continue to insure **you** under this **policy** if **you** agree to pay **us** additional premium.

**You** must also contact **us** if **your** address, email address or telephone number changes.

## **Reasonable care and reducing risk**

**You** must take all reasonable steps to ensure that **you**:

- employ competent **employees**;
- avoid or minimise **loss** of, or **damage** to, property or injury to other people;
- comply with all statutory obligations, by-laws, regulations, public authority requirements and safety requirements;
- obtain certificates of inspection for all equipment required by any statute or regulations to be certified.

**You** must take all reasonable care to prevent injury to another person or **damage** to another person's property.

## Hazardous or dangerous goods

If hazardous or dangerous goods are used by the **business** such goods must be stored and used strictly in accordance with all statutory obligations, by-laws, regulations, public authority requirements and safety requirements.

## Other interests

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

## Transfer of interest

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

## Notification of other insurance

In the event of a **claim**, **you** must notify **us** of any other insurance that insures any risk insured by this **policy** and provide **us** with the details of the other insurance.

## 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.

## Keeping us up to date

**You** must tell **us** at the commencement of **your policy** and at each renewal if **you** have within the past 5 years:

- been charged 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.

## 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**.

## General claims conditions

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If **you** do not comply with these conditions, **we** may refuse **your claim** or reduce the amount **we** pay **you**.

### Claim notification

**You** must:

- notify **us** as soon as possible by telephoning 13 22 44 and give **us** all known details of a **claim** including a police event number if available;
- immediately 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 information and documentation that **we** request. This can include being interviewed. 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.

### Minimise loss

**You** must take all reasonable precautions to minimise or prevent further loss, damage, legal liability, injury or illness.

## 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 **you** are a party to.

## Proof of fraud or dishonesty

**You** must supply **us** with all records and documents that may assist **us** in substantiating and investigating the act of fraud or dishonesty and **your** rights of recovery. This includes but is not limited to all records (including computer, electronic, physical, accounting and audit records), video and audio recordings, working papers, internal memoranda and police reports.

## Admitting liability

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

## Conduct of claims

**We** are entitled to conduct **claims** and proceedings. This includes the right to takeover and conduct in **your** name the defence or settlement of any **claim** or proceeding. At all times **we** have the right to make admissions, negotiate and settle a **claim** or proceeding on terms **we** consider appropriate. **You** are not permitted to make any admissions of liability, offer, promise or payment without **our** written consent. **We** may engage legal or other representatives to assist in the conduct of a **claim** and proceedings.

## Paying your excess

The **excess** is the amount **you** have to pay **us** each time **you** make a **claim** and **your excess** is shown on **your**

**policy schedule.** We may require you to pay your **excess** in full before we pay your **claim** or provide any benefits under your **policy**. The fact we have asked for payment of your **excess** does not of itself mean that your **claim** has or will be accepted by us.

We have no liability to you under this **policy** until you have paid the **excess**. If the **excess** has been requested but remains unpaid we may:

- decline to settle the **claim** pending full payment of the **excess**; or
- deduct the **excess** from the settlement.

The amount of the **excesses** are shown on your **policy schedule**.

## Claims settlements

### a. ITC 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) 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 ITC 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 ITC for things insured by the **policy**, we will reduce our payment to you by the amount of your ITC entitlement.

## Subrogation agreements

If another person, corporation or organisation is, or could have been, liable to compensate **you** for any loss, damage or legal liability otherwise covered by the **policy**, but **you** have agreed with that person, corporation or organisation either before or after the loss, damage or 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 loss, damage or legal liability.

## Fraudulent claims

If **you** or someone acting on **your** behalf makes a false or fraudulent **claim**, **we** may:

- refuse to pay the **claim**;
- cancel the **policy**;
- take legal action against **you**; or
- do any or all of the above.

## What we cover and What We 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 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

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 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** written consent in the settlement or defence of the **claim** for compensation;
- 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 expenses incurred under paragraphs (a), (b) and (c) are payable by **us** in addition to the **limit of liability** except if **we** pay the **limit of liability** in respect of an **occurrence** or **occurrences**, **we** will not defend any legal action against **you**.

## **Interested parties**

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**“you”** in this **policy** includes a reference to any interested party noted on **your policy schedule**, provided that:

- a. the **personal injury, property damage** or **advertising liability** results directly from the acts, errors or omissions of **you**; and
- b. such liability covered by the insuring clause will be limited to the extent required by any undertaking or contract entered into between **you** and the interested party but only to the extent such liability would exist in the absence of such an undertaking or contract.

## **Exclusions**

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**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**

**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:

- a. required by law to be issued with a licence permitting regular public transport operations of **aircraft** having a maximum passenger seating capacity of more than 30; or
- b. which has more than 1,000 flight movements per calendar year.

### 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;
- 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.

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. Financial Loss

financial loss, unless **you** are being indemnified against such loss under this **policy**.

## 10. Fines, penalties and punitive damages

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

## 11. Food Safety requirements

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

## 12. 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, except where such use is carried out in strict compliance with all relevant statutes and Australian Standards 1674.1 and 1674.2 (or any subsequent amendments).

## 13. 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. communication, display, distribution or publication of **data** or the use of **computer equipment** by **you** or on **your** behalf, other than liability for bodily injury, death, sickness, disease, disability, shock, fright, mental injury, mental anguish or loss of consortium resulting from any of these.

## 14. 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.

## 15. Libel and slander

the publication or statement of a libel or slander or defamation of character which is:

- a. made prior to the commencement of the **period of insurance**, or
- b. made by **you** or at **your** direction in the knowledge that it was false.

## 16. 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**.

## 17. 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.

## 18. 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.

## 19. Product defects

- a. damage to **your products** if that damage is attributable to any defect in them or their harmful nature or unsuitability, or
- 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.

- 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**.

## 20. 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.

## 21. Products

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

## 22. 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.

## 23. Professional duty

a breach of any professional duty owed by **you** or anyone for whose breaches of such duty **you** may be legally liable however this exclusion does not apply to the rendering of or failure to render first aid at the time of an **occurrence** covered by this **policy**.

## 24. 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 apply to:

- a. damage to or loss of **employees'** property; or
- b. damage to or loss of property not owned by **you** but in **your** physical or legal control,

subject to a maximum of \$20,000 in respect of any one **occurrence** and in total for all **claims** during any one **period of insurance** unless some other sub-limit is specified in the **policy schedule** or **endorsement**.

## 25. Sanctions

any **business** or activity of **you** that would violate any applicable trade or economic sanctions law or regulation.

## 26. 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.

## 27. 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**.

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

- a. caused by or arising from 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. arising out of the loading, unloading, delivery or collection of goods to or from any **vehicle**.

## 28. War and nuclear

- a. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), rebellion, revolution, civil war, insurrection or military or usurped power;
- b. 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. looting, sacking or pillaging following any **event** described in paragraph a).

## 29. 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

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The following words have the following meanings:

### Advertising liability

means:

- a. any infringement of copyright or passing off of title or slogan; or
- 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

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.

## Insured/you/your/yourself

means:

the 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 communicating with **your business** by electronic mail;

- b. 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**;
- c. 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
- d. 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. libel, slander, defamation of character 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:

any thing 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 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

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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, Treasury Laws Amendment (2015 Measures No. 1) Regulation 2015, Tax Administration Act 1953, Tax Administration Regulations 1976, 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 Financial Ombudsman Service 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](http://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](http://www.aami.com.au/privacy)
- Speak to **us** directly by phoning one of **our** Sales & Service Consultants on 13 22 44
- Email **us** at [claims@aami.com.au](mailto:claims@aami.com.au)

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**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](http://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

LUCKY YOU'RE WITH  
**AAMI**

