AAMI MARKET STALLS
Public and Products Liability Insurance Policy
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

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 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

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

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

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

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

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.

**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

**Policy conditions**

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

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

“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

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;
   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, sack 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

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

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.


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, 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 claims@aami.com.au
This page has been left blank intentionally.
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