

**COMMERCIAL PACKAGE
COMBINED PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING**

COMMERCIAL PACKAGES

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Introduction

This booklet consists of three parts:

1. Part 1 - Product Disclosure Statement (“PDS”)
2. Part 2 - Policy Wording
3. Part 3 – Policy Schedule

Where words or expressions used have a special meaning, **We** have used the same terms in all parts of this document (unless stated otherwise). These defined terms are capitalised in bold and their special meaning is explained in the Definitions section of the policy wording.

Product Disclosure Statement (Part 1)

The purpose of this PDS is to help you understand the key features of the insurance and provide **You** with sufficient information to enable **You** to make an informed decision about whether to purchase it.

The PDS does not form part of the insurance contract between **You** and **Us**.

Policy Wording (Part 2)

This part contains the terms, conditions, exclusions, limits and definitions of **Your** insurance policy. It also contains information about **Your** rights and obligations under the **Policy**.

Policy Schedule (Part 3)

When we issue the insurance to **You**, **You** will also receive a **Schedule** that describes what **We** have agreed to cover and other important information relating to **Your Policy**, including any applicable **Excess**, limits and sub-limits.

Before **You** decide to buy this insurance, please carefully read all three parts of this booklet.

If **You** purchase this insurance, **Your** policy comprises of the **Policy** wording contained in Part 2 of this document, and the **Schedule We** issue to **You** which shows details particular to **You** and **Your** coverage (Part 3). **Your Policy** is subject to definitions, terms, conditions and limitations set out in the **Policy** wording.

COMBINED PACKAGES

Part 1: Product Disclosure Statement

The PDS contains important information about the features of the insurance, including costs, significant benefits, exclusions, conditions and other information, including **Your** duty to take reasonable care not to make a misrepresentation, how to make a claim and **Your** cooling-off rights. It also describes **Our** commitment to the General Insurance Code and how **You** may contact **Us** if **You** have a complaint.

While the PDS provides a summary of the significant benefits and features of the insurance, **You** should also read the **Policy** wording and **Schedule** to understand what **You** are and are not covered for. Exclusions should be read carefully as they will tell **You** what is not covered by the **Policy**.

You can also review the Target Market Determination (“**TMD**”) for this product if you want to understand whether it is likely to be suited to **Your** needs. The TMD is available [HERE](#).

This PDS was prepared on 02/02/2026. The information in this PDS is current at the date of preparation. **We** may need to update some of the information in the PDS if certain changes occur and where required by law. If the change is material, **We** will arrange for **You** to be provided with a supplementary or new PDS to the email address recorded in **Our** system. **We** may update some of the information in the PDS from time to time without needing to notify **You** (but only if it is not material information).

You can obtain a copy of any updated information by contacting **Us** at:

Allied World Assurance Company, Ltd (Australia Branch)

T: +612 8015 2500

E: info.australia@awac.com

About Allied World Assurance Company

Allied World Assurance Company, Ltd ABN 54 163 304 907 (“**Allied World**”) AFS Licence No. 548668 is the insurer and issuer of the insurance policy and this PDS.

We are authorised to carry on insurance business in Australia under the Insurance Act 1973 (Cth) and are regulated by the Australian Prudential Regulation Authority (“**APRA**”) as an insurer.

How you contact us

You may contact **Us** by phone, email or writing to **Us** at the address below:

Allied World Assurance Company, Ltd

Australia Square

Level 21, 264- 278 George Street

Sydney NSW 2000 Australia

T: +612 8015 2500

E: info.australia@awac.com

Significant Features and Benefits

This **Policy** covers Small to Medium commercial business owners that operate within the relevant industries and who are looking for insurance cover against exposure in those industries, including property losses and liability arising from third parties.

The Commercial Packages Insurance Policy is a product made up of 11 sections that a customer can tailor to meet the requirements of their business. Once a policy section is selected it is reviewed and underwritten and quoted on an offer and acceptance basis in accordance with our underwriting rules. **Allied World's** underwriting governance determines which policy sections are mandatory, and which are available depending on the Customer's circumstances.

The information contained in this section is a summary of the benefits available under the **Policy**. It is not exhaustive and the cover is subject to conditions and exclusions. Please refer to the **Policy** wording in Part 2 of this document and **Your Schedule** in Part 3 for full details of the cover, terms, definitions, conditions, exclusions and limits that may apply for **You** to understand the coverage provided by this insurance.

When and how benefits are provided

The benefits provided under the **Policy** are payable:

- when an event occurs during the **Policy Period** causing **You** to suffer loss or damage or incur legal liability; and
- **We** have accepted **Your** claim.

After calculating the amount payable **We** will either:

- use it to pay for benefits covered under the **Policy**;
- pay the person to whom **You** are legally liable; or
- pay **You**.

Cooling off

If **You** change **Your** mind about the policy, **You** have the right to cancel it within 21 days of the date it was issued to **You**, unless **You** made a claim under the **Policy** within the cooling off period. If **You** cancel it in this time, **We** will return the full amount **You** have paid less any charges or taxes that **We** are unable to recover and **Your** cover will end.

To cancel at other times, please refer to the cancellation clause in the **Policy** wording.

The amount you pay for this insurance

The amount **We** charge **You** for this **Policy** is called the premium. It is the total amount that **We** calculate to cover the risk, plus GST and any relevant government charges (such as stamp duty). These amounts will be shown on **Your Schedule**.

If **You** change **Your** policy during the period of insurance (for example **You** choose to add or remove a cover option or additional benefit) and **We** agree to the change, **We** may need to adjust **Your** premium based on **Our** assessment of the risk. **You** may be entitled to a partial refund (if the change results in a reduction to the premium) or **You** may be required to pay an additional amount (if the change results in an increase to the premium). **We** will advise **You** if a change is likely to increase or reduce **Your** premium. If **You** request any change to cover and **We** don't agree to the change, then **We** will let **You** know and the **Policy** will continue unchanged.

How various factors affect your premium

We consider a number of factors in calculating Your premium. The key factors that affect Your premium are;

- What is the **Business** activity
- The location of **Your Business**
- The declared sum insured/limit of indemnity
- Composition of the building construction
- The security & protection measures in place
- The claims history of the **Business**
- The amount of premium that **You** will pay will also depend on the information that **You** provide to **Us** as well as other commercial factors. The annual premium payable by **You** will be shown in **Your Schedule**. Premiums are subject to applicable statutory taxes and charges.

Excess

The **Excess** is the amount **You** must contribute towards the cost of any claim **You** make. If **We** agree to pay **Your** claim, the **Excess** will be deducted from the amount of the claim that is paid to **You**, or **You** may be asked to pay the **Excess** to a supplier, repairer directly or to **Us**.

Duty not to misrepresent

If this **Policy** is a consumer insurance contract.

When answering **Our** questions in the application form or providing **Us** with information that is relevant to **Our** decision to insure **You** and on what terms, **You** have a duty to take reasonable care not to make a misrepresentation to **Us**. This duty applies when **You** first apply for the **Policy**, when **You** request changes to **Your Policy** or at renewal.

You and other **Insured Person(s)** must answer **Our** questions with relevant and complete information, and **You** must not misrepresent any information that **You** give to **Us**. **You** have the same duty in relation to anyone else whom **You** want to be covered by the **Policy** and before **You** renew, extend, vary or reinstate an insurance contract.

If **You** fail to comply with **Your** duty, and **We** would not have issued the **Policy** for the same premium and on the same terms and conditions, **We** may be entitled to reduce **Our** liability under the **Policy** in respect of any claim or **We** may cancel the **Policy**.

If **Your** failure to comply with **Your** duty is fraudulent, **We** may refuse to pay a claim and treat the **Policy** as never having been in existence.

If you do not tell us something

If **You** do not tell **Us** anything **You** are required to, **We** may cancel **Your Policy** or reduce the amount **We** will pay **You** if **You** make a claim, or both.

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, 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.

How to make a claim

If an event has occurred that **You** believe has, or is likely to, give rise to a claim under the **Policy**, **You** must notify **Us** as soon as reasonably practicable after the damage, loss [or claim], by contacting **Us** using the contact details set out in this PDS.

More information about **Our** claims process, including any conditions that must be met for **Us** to assess **Your** claim, is available in the **Policy** wording in Part 2 of this booklet. **You** should familiarise **Yourself** with the conditions in order to avoid unexpected complications with a claim.

While **Your** claim is being processed, **You** must not do any of the following things:

- Settle or attempt to settle or defend a claim;
- Admit liability for any loss or legal liability; or
- Incur any legal expenses without **Our Consent**.

as stated in **Your** policy.

How we resolve your complaints

Resolving your complaints

We are here to help so if **You** are not satisfied with any of **Our** products or services or the service or conduct of **Our** suppliers or agents, please tell **Us** and **We** will do our best to resolve **Your** issues.

We take **Your** concerns seriously.

Step 1 – Contact us

If **You** have a complaint about **Our** products or services, please get in touch with the team or staff member looking after **Your** policy or **Your** claim. Their contact details are on **Your Policy** documents **We** have issued to **You**. If **Your** complaint is not resolved to **Your** satisfaction or **You** do not wish to contact that person, **You** can:

Phone **Us** on: +61 2 8015 2500

Write to **Us** at: auscomplaints@awac.com

If **You** choose to write to **Us**, please give **Us** as much detail as possible including the reference, **Policy** or claim number, as well as any extra information **You** feel **We** may not already have.

When **You** first let us know about **Your** complaint or concern:

- **We** will acknowledge receipt of **Your** complaint within one business day of receiving it or as soon as practicable and give **You** the name and relevant contact details of the person assigned to liaise with **You** about **Your** complaint;
- It will be handled by a person who has the appropriate authority to deal with it, and
- This person will review **Your** complaint, consider the facts and contact **You** to resolve **Your** complaint as soon as possible.

Where **Your** complaint relates to a policy issued to a retail client, **Your** complaint will be handled by the applicable underwriting agent or third-party administrator authorised by **Us** to handle and settle **Your** complaint. If English is not **Your** first language and **You** require assistance to make a complaint, please contact **Us** for assistance, where possible. If **You** have a speech or hearing impairment and need help to make or receive phone calls, **You** can contact the National Relay Service for assistance.

Step 2 – Internal Dispute Resolution

If **Your** complaint is not resolved to your satisfaction, **You** can ask for **Your** complaint to be escalated for review by **Our** Internal Dispute Resolution (“IDR”) team. A member of **Our** IDR team will review **Your** complaint independently and provide **You** with **Our** final decision in writing within 30 calendar days from the date **You** first made **Your** complaint.

Please note that if **We** have resolved **Your** complaint to **Your** satisfaction within five business days of **Our** receipt of **Your** complaint, and **You** have not requested that **We** provide **You** with a written response, **We** are not required to provide a written response unless **Your** complaint relates to a declined claim, the value of a claim or financial hardship.

Step 3 - External Dispute Resolution

If **We** are unable to resolve **Your** complaint to **Your** satisfaction or **We** fail to do so within 30 calendar days of receiving **Your** complaint or **You** are not happy with **Our** final IDR decision, **You** can in certain circumstances take **Your** complaint to the Australian Financial Complaints Authority (“AFCA”). This is an independent external dispute resolution body and its service is free to **Our** customers. **We** have membership with AFCA and **You** must contact them within 2 years of receiving **Our** final decision otherwise they may not be able to handle **Your** complaint.

We agree to accept the AFCA decision. **You** have the right to take legal action if **You** don’t accept their decision.

You can contact AFCA by:

- phoning: 1300 55 88 49
- writing to: GPO Box 3, Melbourne Victoria 3001
- email: info@afca.org.au
- visiting: www.afca.org.au

AFCA is available to customers and third parties that fall within the Terms of Reference of AFCA.

Financial Claims Scheme

This **Policy** is a protected policy under the Federal Government's Financial Claims Scheme ("**FCS**") which is administered by APRA.

The FCS only applies in the extremely unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer. It is also subject to eligibility criteria.

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. Further information about the scheme can be obtained from the APRA website at www.apra.gov.au or on the APRA hotline on 1300 13 10 60.

GST Implications

The **Policy** wording has provisions relating to Goods and Services Tax ("**GST**") under the heading General Conditions.

In summary, if **You**:

- are registered for GST; and
- would be entitled to an input tax credit if **You** were to incur the cost to which a claim under this **Policy** relates,

We will reduce any amount **We** pay under any such claim by an amount equal to **Your** input tax credit entitlement. This tax information is a general statement only. See **Your** tax adviser for information about **Your** specific circumstances.

Privacy Notice

Your privacy is important to **Us**. **We** are committed to comply with the Australian Privacy Principles under the *Privacy Act 1988* (Cth).

Purpose of collection

Personal information is information about **You** as an identifiable individual and includes facts or an opinion about **You** which identifies **You** or by which **Your** identity can be reasonably determined. The collection of **Your** personal information is essential to enable **Us** to conduct **Our** business of offering and providing **You** with **Our** range of financial products and services.

We collect personal information for the purposes of conducting **Our** insurance business and to provide **You** and manage insurance products and services, including to:

- identify **You** when **You** do business with **Us**,
- establish **Your** requirements and provide the appropriate product or service,

- consider and process **Your** application,
- vary, cancel and renew **Your** insurance,
- deal with and/or process any claims under **Your Policy**, including settlement and to conduct necessary investigations,
- complete due diligence and background checks that are either required by law or regulation or have been put in place by **Us**,
- respond to **Your** queries and administer **Your Policy**, including correspondence with **You**,
- investigate fraud, misconduct or any unlawful act or omission in relation to **Your Policy**,
- enable **Us** to comply with **Our** legal obligations,
- for research and statistical purposes, including data analysis, improving **Our** financial products and services, and training and developing **Our** staff and representatives,
- for marketing (subject to applicable law) of other services provided by **Us**,
- any purpose directly related to the above.

Consequences if personal information is not provided

If **We** request personal information about **You** and **You** choose not to provide it, **We** may not be able to provide **You** with **Our** services, including reducing **Your** cover, or settling **Your** claim.

Disclosure

We use and disclose **Your** personal information for the purposes **We** collected it.

We may also use and disclose **Your** personal information for a secondary purpose related to the purpose for which **We** collected it, where **You** would reasonably expect **Us** to use or disclose **Your** personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When necessary and in connection with the purposes listed above, **We** may disclose **Your** personal information to and/or collect **Your** personal information from:

- other companies within **Our** corporate group,
- people who are involved in a claim or assist **Us** in investigating or processing claims, including third parties claiming under **Your Policy**, witnesses and medical practitioners,
- where required or authorised under **Our** relationship with **Our** joint venture companies,
- information technology providers and other third party service providers,
- intermediaries including a representative acting on **Your** behalf, other Australian Financial Services Licensees or **Our** authorised representatives and **Our** agents,
- where **You** are an **Insured Person** and not the **Policy** holder, **We** will disclose to the **Policy** holder,
- government, law enforcement or statutory bodies,
- AFCA,
- other insurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financial or investigative service providers, and
- legal and other professional advisers.

Disclosure overseas

There are also instances where **We** may have to send **Your** personal information overseas or collect personal information from overseas. These instances include:

- when **We** are authorised or required by law to do so,
- sending **Your** personal information to companies in the **Allied World** corporate group or **Our** reinsurers,
- when **We** have outsourced a business activity or function to an overseas service provider with whom **We** have a contractual arrangement,
- when **You** have asked **Us** to do so, or
- certain electronic transactions when it is necessary in order to facilitate a transaction on **Your** behalf.

We will only send **Your** personal information overseas or collect personal information about **You** from overseas for the purposes in this statement and in compliance with the privacy regime.

The countries to which **We** may disclose **Your** information include Bermuda, the United States of America, the United Kingdom, Ireland, Singapore and Hong Kong.

Privacy Policy

Our Australia Personal Data Privacy Statement contains information about how **You** can request access to any personal information that **We** hold about **You** and seek correction of any such information. It also contains information about how **You** can complain about **Our** handling of **Your** personal information, and **Our** complaint handling process.

A copy of the Australia Personal Data Privacy Statement is available on **Our** website at

<http://www.alliedworldinsurance.com/australia> or can be obtained by contacting **Us** by telephone at +61 2 8015 2500.

COMMERCIAL PACKAGES

Part 2: Policy Wording

Introduction

This is an Allied World Commercial Combined Policy designed to provide property and liability coverage for businesses and commercial enterprises. Please read this **Policy** wording together with the **Schedule** carefully to ensure that it meets **Your** requirements.

This **Policy** only provides insurance in respect of the Sections shown as covered in the **Schedule**.

General Definitions

Applicable to all Sections other than the Legal Expenses Section

The words defined below will have the same meaning wherever they appear in bold letters within the **Policy**, the **Schedule** and in any **Endorsements**.

1. **Building(s)** means a permanently fixed structure that consists of a roof and external walls, that completely enclose an area beneath the roof when doors and windows that form part of the structure are closed, at the **Premises** and will include:
 - (a) the property owner's fixtures and fittings, floor coverings, plant, plumbing or wiring within the **Building**;
 - (b) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture;
 - (c) storage sheds, shipping containers or transportable buildings permanently located at the **Premises** used for additional accommodation for the storage of **Stock** or **Contents** or for any other general business use or amenity;
 - (d) walls, gates and fences;
 - (e) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the **Premises** and extending to the public mains but only to the extent that **You** are responsible for them;
 - (f) carports, pergolas and canopies;
 - (g) external fixed items including swimming pools, saunas and spas, gangways between **Buildings**, lights and signs and air conditioning units; and
 - (h) wharves, piers and jetties but only where forming part of any building at the **Insured Location**.

Buildings does not include:

- (i) plant and machinery;
 - (j) **Stock**; or
 - (k) **Contents**.
2. **Business** means the **Business** described in the **Schedule**.
 3. **Consent** means **Our** prior written consent, which will not be unreasonably withheld, delayed or conditioned.
 4. **Contents** means all property at the **Premises**, that belongs to **You** or that **You** are responsible for, including:
 - (a) unused stationery and printed books; and
 - (b) where **You** are a tenant of a leased or rented property:

- (i) the landlord's property at the **Premises** that **You** are liable for under the terms of a lease or similar agreement;
 - (ii) property in the form of additions or alterations that **You** installed at the **Premises** that **You** use for the **Business** and that **You** would be responsible for to repair or reinstate in the event of loss or **Damage**;
 - (iii) awnings and signs at the **Premises**;
- (c) **Money** up to \$500;
 - (d) **Your** plant and machinery, unregistered forklifts and hoists, communication systems and fixtures and fittings;
 - (e) **Office Electronic Equipment**;
 - (f) current patterns, models, moulds, dyes and casts used in the **Business** but limited, unless repaired or replaced, to the value stated in **Your** financial records at the time of **Damage**;
 - (g) **Fine Art**;
 - (h) property of **Your** welfare, sports and social clubs; and/or
 - (i) shipping containers that **You** do not own but are temporarily in **Your** possession for the delivery, unloading, loading and/or dispatch of goods and merchandise to or from the **Premises**, but only to the extent that **You** are not indemnified against loss, destruction or damage thereto under any other policy of insurance.

Contents does not include **Buildings** or **Stock**.

- 5. **Damage** means actual (not threat or fear of), sudden and accidental physical damage, destruction or loss.
- 6. **Electronic Data** means facts, concepts and information converted to a form usable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment, such as **Office Electronic Equipment**, and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
- 7. **Employee** means any person employed under a contract of service or apprenticeship with **You**, or while working for **You** in the course of the **Business**:
 - (a) supplied by labour only sub-contractors;
 - (b) providing their services on a labour only basis;
 - (c) engaged in work experience or similar schemes;
 - (d) providing their services on a voluntary basis; or
 - (e) on secondment with **You**.
- 8. **Endorsement** means any change to the terms and conditions of **Your Policy** wording. Any **Endorsement** will appear in **Your Schedule** and forms part of **Your Policy**.
- 9. **Excess** means the first part of a loss that **You** are responsible as specified in the **Schedule**. The **Excess** shall be applied pursuant to General Claims Condition 3 (Excess).
- 10. **Fine Art** means:
 - (a) paintings, rare books, sculptures, manuscripts, pictures, prints, etchings, drawings, tapestries, bronzes, statuary, potteries, porcelains, marbles and other bona fide works of art; or
 - (b) item of rarity or historical value.
- 11. **Flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of any lake, or any river, creek or other natural watercourse, whether or not altered or modified, or of any reservoir, canal or dam.

12. **Insured Property** means property as described in the **Schedule** that is owned by **You**, or that **You** are responsible for.
13. **Limit** means the Limit of Liability stated in the **Schedule** or any sub limit set out in a specific section.
14. **Money** means tangible cash, bank notes and, currency notes, negotiable cheques, negotiable securities, travellers' cheques, debit and credit card vouchers, discount house vouchers, money orders, postal orders, unused postage stamps, revenue stamps, lottery tickets, stored value cards, public transport boarding tickets, authorised gift vouchers, valuable documents (but limited to certificates of stock, bonds, coupons and all other types of securities) and the contents of franking machines.
- Money** does not include collectable items (for example coin or stamp collections), anticipated revenue or any kind of crypto-currency.
15. **Office Computer Equipment** means any electronic equipment including, but not limited to mobile phones, laptops, palm pilots, computers, scanners, printers, word processors, electronic processing systems, photocopiers, facsimile machines, electronic cash registers, electronic scales and electronic testing or analysing equipment used by you in the business.
- Office Computer Equipment** does not include electronic equipment that is **Stock**.
16. **Policy** means this **Product Disclosure Statement** and **Policy** wording, the **Schedule**, **Your** insurance application, and any **Endorsements** listed on the **Schedule**.
17. **Policy Period** means the period stated in the **Schedule**, unless terminated earlier pursuant to General Condition 3 (Cancellation) or 4 (Cooling off).
18. **Premises** means the premises declared to and accepted by **Us** that are used by **You** for the purpose of the **Business** and specified in the **Schedule**.
19. **Schedule** means the schedule attached to this document that forms part of this **Policy**.
20. **Seasonal Increase Period** means the period specified in the **Schedule**, up to a maximum of 126 days. If no days are specified, the following will apply:
- (a) 8 weeks prior to and including Christmas Day;
 - (b) 3 weeks after and including 26 December;
 - (c) 6 weeks prior to and including Easter Tuesday;
 - (d) 1 week after but not including Easter Tuesday;
 - (e) 6 weeks prior to and including any celebrated event of a festive, religious or ethnic nature (other than Christmas or Easter) where **You** can reasonably demonstrate that the **Stock** levels during that period have risen by more than 20% above standard levels and that the increase has happened solely for the purpose of meeting additional customer demand associated with the happening of that festive, religious or ethnic event; and
 - (f) 1 week after the same festive, religious or ethnic event or celebration.
21. **Securities** means negotiable and non-negotiable instruments or contracts, including any note, stock, bond, debenture, evidence of indebtedness, share or other equity or debt security, representing either money or property.
- However, **Securities** does not include **Money** or cryptocurrencies, and does not include goods or tangible property.
22. **Stock** means all stock in trade, **Your** merchandise and packaging at the **Premises**, including raw materials, work in progress and property of others held on consignment, or for which **You** are responsible.
- Under Section 3 – Theft, **Stock** does not include liquor, tobacco, products containing tobacco, cigars or cigarettes unless they are specified on the **Schedule** and for which additional **Premium** has been paid.
23. **Sum Insured** means the relevant **Sum Insured** specified in the **Schedule** that applies to the identified coverage provision or section.

24. **Terrorism** means any action, threat of action, or attempt at action, by any individual or group of individuals or body or organisation, whether acting alone, on behalf of, or in concert with any other body, organisation, or government, where such action, threat, or attempt is designed to influence, intimidate, or coerce, any government or international governmental organisation or the population or any section of the population, or any community, and the action, threat, or attempt, is made for the purpose of advancing a political, religious, or ideological cause.
25. **Us, We, Our** and **Allied World** means Allied World Assurance Company, Ltd (Australia Branch) ABN 54 163 304 907 AFSL No. 548668.
26. **You, Your, Yours** and **Insured** means any person, company or legal entity identified as a named **Insured** in the **Schedule**.

Limits on Your Cover

The cover provided by **Your Policy** is limited by the General Exclusions shown below and any further Exclusions set out in each cover Section.

General Exclusions

Applicable to all Sections other than the Legal Expenses Section.

1 Confiscation

This **Policy** does not cover any claims arising out of or in any way connected with confiscation, nationalisation, commandeering, requisition, destruction or damage to property by or under the order of any government, local government or statutory authority, including permanent or temporary dispossession of any **Building** resulting from the unlawful occupation of such **Building** by any government, local government or statutory authority.

However, this Exclusion shall not apply to Section 10 – Cyber.

2 Communicable Disease

This **Policy**, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this **Policy** to the contrary, this **Policy** does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- (a) for a Communicable Disease, or
- (b) any **Insured Property** hereunder that is affected by such **Communicable Disease**.

As used herein, a **Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

- (c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of **Insured Property** hereunder.

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3 Cyber and Data

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto this **Policy** excludes any:

- (a) **Cyber Loss**;
- (b) loss, **Damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This exclusion supersedes and, if in conflict with any other wording in the **Policy** or any **Endorsement** thereto having a bearing on **Cyber Loss** or **Data**, replaces that wording.

Definitions

1. **Cyber Loss** means any loss, **Damage**, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.
2. **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident means:

- (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Computer System means:

- (a) any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.

Data means:

- (a) information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

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3. **Radioactive and Nuclear Hazards**

This **Policy** does not cover any claims arising out of or in any way connected with ionising radiation or contamination by radioactivity from any nuclear fuel, weapon or waste whether occurring naturally or otherwise, or from any nuclear waste from the combustion of nuclear fuel; the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or the storage, transport, assembly, disassembly, maintenance or operation of any nuclear weapon or nuclear component thereof.

4. **Terrorism**

This **Policy** does not cover any claims arising out of or in any way connected with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

This **Policy** excludes any direct or indirect loss, liability, cost or expense of any nature directly or indirectly arising out of or in any way connected with any action taken in controlling, preventing, suppressing, responding to, or in any way relating to the above.

However, this Exclusion shall not apply to Section 10 – Cyber.

5. **Unoccupied Buildings**

We will not pay for any loss or **Damage to Your Insured Property** at any **Premises** that has been unoccupied for more than 90 days. This Exclusion does not apply to **Damage** caused by:

- i. lightning, earthquake and subterranean fire; or
- ii. impact by any road vehicle or their loads, animals, trees or branches, meteorite, aircraft or other aerial devices or articles dropped from them, sonic boom or space debris, falling communication masts, towers, antennae or dishes, falling buildings or structures or parts of them that do not belong to **You**.

6. **War**

This **Policy** does not cover any claims arising out of or in any way connected with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by **Terrorism** or by any violent means.

This **Policy** excludes any direct or indirect loss, liability, cost or expense directly or indirectly arising out of any action taken in controlling, preventing, suppressing, responding to the above.

However, this Exclusion shall not apply to Section 10 – Cyber.

General Conditions

1. Assignment

Assignment of an interest under this **Policy** does not bind **Us** until **Our Consent** is endorsed on the **Policy** (which endorsement is not to be unreasonably withheld, delayed or conditioned). If **You** die or are declared bankrupt or insolvent by a competent court, this **Policy** will cover:

- (a) Your legal representative acting on behalf of either **You** or **Your** estate; and/or
- (b) any person or corporation having lawful temporary custody of property which is or was before **Your** death owned or possessed by **You** until the appointment of a legal representative.

2. Automatic Reinstatement

After **We** have admitted liability for loss or **Damage** under an operative section of this **Policy** (other than for a total loss under the Property Section or claims in respect of the sections for Liability or Cyber if shown as selected in the **Schedule**), **We** will automatically reinstate the **Sum Insured** to the amount shown in your **Schedule** at the time of loss.

If **We** request an additional premium, **You** must pay it to **Us** or the cover will be reduced by the amount of the claim settlement.

3. Changes

Every change materially affecting the facts or circumstances existing at the commencement of this insurance, or at any subsequent renewal date (**Change**), must be notified to **Us** in writing within 28 days after such **Change** comes to the notice of **You** or **Your** officer responsible for insurance. **Changes** could include, but are not limited to:

- (a) **You** or **Your Business** ceases, is wound up or enters a form of external administration;
- (b) **You** or **Your Business** is acquired, purchased by or merged with a different legal entity;
- (c) any change in the type or nature of the **Insured Property** or **Your Business**;
- (d) circumstances that affect the **Premises** or **Insured Property** that materially increases the risk of **Damage** or loss. Examples of changes which could be considered immaterial could include replacement assets on a like for like basis, or changes in personnel; or
- (e) if there are contract works at the **Premises** for an amount greater than AUD\$500,000 or that involve the use of cranes and/or hoists, then the **Policy** is cancelled and we will refund the unused portion of the **Premium**.

This **Policy** will not provide cover for any **Loss** as a result of any **Change** unless it was agreed in writing by **Us** (such agreement not to be unreasonably withheld, delayed or conditioned). If **You** do not notify us of the **Change** within the 28 day notice period **We** may not pay a claim and could cancel or avoid the **Policy** altogether.

4. Cancellation

You may cancel this **Policy** by giving notice in writing to **Us**. If such notice is given, the cancellation will take effect on the day the notice is received by **Us**. Where **You** involves more than one person or party, **We** will only cancel the **Policy** when written agreement to cancel is received from all such named persons or parties.

We may cancel this **Policy** in any of the circumstances set out in the *Insurance Contracts Act 1984* (Cth) (as amended, superseded or replaced from time to time) by giving **You** 30 days' notice.

Upon cancellation by either **You** or **Us**, **You** will receive a pro rata refund of premium less any charges or taxes that **We** are unable to recover for the unexpired **Policy Period**. However, **We** will not refund any premium if **We** have

paid or are obliged to pay a benefit under the **Policy** that exceeds the total premium of the **Policy**. If **We** cancel the **Policy** because **You** have made a fraudulent claim under this **Policy**, **We** will not refund any money to **You**.

5. Cross Liability

Each of the parties comprising the **Insured** is considered a separate legal entity and the words “**You**”, “**Your**”, “**Yours**” and “**Insured**” applies to each party as if a separate policy had been issued to each of the said parties but nothing contained in this clause will operate to increase **Our** liability under this **Policy**.

6. Fire Suppression Devices

In respect of any automatic sprinkler or automatic fire alarm installation or any other fire protection in **Your Premises**, **You** will so far as **Your** responsibility extends take all reasonable steps to:

- (a) maintain the installation(s) including the automatic alarm signal in efficient condition; and
- (b) maintain ready access to the water supply control facilities.

7. Goods and Services Tax (GST)

To the extent that **You** are accountable to the tax authorities for Goods and Services Tax the **Policy** will be exclusive of such tax.

The amount of any **Excess** payable will be less any input tax credit that is or may be available to **You**.

8. Headings

Headings have been included for ease of reference and it is understood and agreed that the terms and conditions of this **Policy** are not to be construed or interpreted by reference to such headings.

9. Inspection and Audit

To the extent of **Your** ability to provide such access, and with reasonable notice to **You**, **We** shall be permitted, but not obliged, to inspect and examine (acting reasonably) anything insured by this **Policy** during the **Policy Period** and extensions thereof and within 3 years after the final termination of this **Policy**.

We may examine and audit (including copying for such purposes) **Your** books and records, including such books and records held by **Your** representatives or agents, during the **Policy Period** and extensions thereof and within 3 years after the final termination of this **Policy**, where reasonably required for assessing your compliance with this **Policy** or the circumstances related to any claim.

10. Insurance Contracts Act 1984 (Cth)

Nothing contained in this **Policy** is to be construed to reduce or waive either **Your** or **Our** privileges, rights or remedies available under the *Insurance Contracts Act 1984 (Cth)*.

11. Law and Jurisdiction

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

12. Misrepresentation and Non-Disclosure

If **You**:

- (a) made a misrepresentation that is in breach of **Your** duty to take reasonable care not to make a misrepresentation; or

(b) made a misrepresentation to **Us** before you entered into this **Policy**,

and if the failure to disclose or the misrepresentation meant **We** would not have entered into this **Policy** for the same premium and on the same terms and conditions set out in this **Policy**, then:

- i. **Our** liability in respect of any claim will be reduced to an amount to place **Us** in the same position in which **We** would have been placed if such non-disclosure had not occurred or such misrepresentation had not been made; or
- ii. if the non-disclosure or misrepresentation was fraudulent, **We** may avoid this **Policy**.

13. Reasonable Precautions

At all times during the **Policy Period**, **You** will take reasonable precautions to prevent loss.

14. Sanctions

We shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, Australia, United Kingdom or United States of America.

15. Statutory Requirements

You must take reasonable measures to comply with all applicable statutory obligations and regulations imposed by any statutory or governmental authority in relation to **Your Business**.

Any payout amount by **Us** that involves **You** breaching a statutory obligation may result in a reduction in the payout to the extent the breach contributed to the claim occurring.

16. Subrogation Waiver

We agree to waive any rights and remedies or relief to which **We** may become entitled by subrogation against:

- (a) any corporation or organisation (including its directors, officers, employees or servants) owned or controlled by **You** or subsidiary to **You** or any co-owner of the **Insured Property**; and/or
- (b) any **Insured** named or described by this **Policy** (including its directors, officers, employees or servants).
- (c) **You** may without prejudicing your position under this **Policy**:
 - i. release any statutory governmental, semi- governmental or local authority from any liability if required at law, including by contractual agreement, to do so;
 - ii. agree to enter into a contract for storage of goods or merchandise if the terms of the contract include a disclaimer clause.

General Claims Conditions

1. When You make a Claim

If an event occurs that is likely to result in a claim under this **Policy**, **You** must:

- (a) do everything **You** reasonably can and take all reasonable precautions to prevent any further loss **Damage**, injury, interruption or interference with **Your Business**;
- (b) notify **Us** as soon as practicable, but in no event later than 30 days after any loss event;
- (c) notify the Police if **Insured Property** is lost, stolen or maliciously **Damaged**;
- (d) where reasonably practicable, retain and preserve all **Damaged** property for inspection by **Us** or **Our** agent (including a loss adjuster) prior to authorisation of repairs unless alterations and repairs are immediately necessary, for safety reasons or to minimise or prevent further loss, **Damage**, legal liability or injury. If repairs are necessarily carried out without **Our** prior approval (which shall not be unreasonably withheld, delayed or conditioned), **You** are still required, where reasonably practicable, to retain and preserve all **Damaged** property for **Our** inspection;
- (e) retain and preserve all property, products, plant and all other things that may assist **Us** in investigating or defending a claim against **You**;
- (f) deliver to **Us** at **Your** expense:
 - i. information in writing of circumstances, nature and amount of **Damage** or serious injury that are relevant to the claim;
 - ii. all such proofs and information relating to the claim as may be reasonably required, including but not limited to an inventory of property, books and records of accounts, proof of ownership and the completion of a statutory declaration if requested;
 - iii. details of all parties involved, inclusive of names and contact information, if reasonably required by **Us** and if reasonably accessible;

in respect of all sections of this **Policy**, **You** and any other **Insured** involved must:

- (g) send **Us** copies of any demands, notices, summonses, civil proceeding, arbitration proceeding, regulatory proceeding or other legal papers received in connection with a claim as soon as reasonably practicable after receiving such documentation;
- (h) authorise **Us** to obtain records and other information if reasonably requested;
- (i) cooperate with **Us** (acting reasonably) in the:
 - i. investigation and settlement of a claim; and
 - ii. defence against a claim.

No Insured may settle any claim, incur any claim defence expenses, assume any contractual obligation or admit any liability with respect to any claim without **Our** written **Consent**. **We** will not be liable for any settlement, claim defence expenses, assumed obligation, liability or admission to which **We** have not consented (such consent not to be unreasonably withheld, delayed or conditioned).

If **You** do not comply with the duties set out above, **We** may refuse your claim or reduce the amount **We** pay to **You** to the extent allowable at law.

2. **Claim Preparation Expenses**

In addition to the amount provided under each Section, **We** will pay up to \$25,000 for necessary and reasonable costs incurred by **You** or by **Your** representatives in preparing and verifying details required by **Us** in order to investigate any claim under this **Policy** for which **We** have accepted liability.

3. **Excess**

This is the amount **You** have to pay if **You** suffer loss, damage or liability which leads to a claim under **Your Policy** and is shown in **Your Schedule**.

Should more than one **Excess** be payable under this **Policy** for any claim or series of claims arising from the one event, such **Excesses** will not be aggregated and the highest single level of **Excess** only shall apply.

Limits of Liability and **Sums Insured** will apply in addition to, and will not be reduced by, the amount of any applicable **Excess**.

Further information on **Excess** payments are set out in each Section of this **Policy** and in the **PDS**.

4. **Fraud**

If a claim is in any respect fraudulent, or if fraudulent means are used by **You** or anyone acting on **Your** behalf or with **Your** prior knowledge to obtain a benefit under this **Policy**, **We** will be entitled to refuse to pay that claim.

5. **Other Insurance**

When **You** make a claim on **Your Policy** **You** must provide **Us** with details of all insurance policies that may respond in whole or in part to that claim.

6. **Subrogation**

In the event of any payment under this **Policy** and subject to General Condition 16 (Subrogation Waiver), **We** will be subrogated to all **Your** rights of recovery against any person or organisation and **You** shall execute and deliver any appropriate instruments and papers and do whatever else is necessary to secure such rights. Any amount so recovered shall be applied in accordance with the provisions of section 67 of the *Insurance Contracts Act 1984* (Cth).

Section 1 - Property Damage

Definitions specific to this Section 1 – Property Damage only

1. **Approved Valuer** means a Certified Practicing Valuer registered with the Australian Property Institute within the relevant property discipline.
2. **Asbestos** means asbestos in any form, including its presence or use in any alloy, by-product, compound or other materials or waste. Waste includes material to be recycled, reconditioned or reclaimed.
3. **Bushfire** means fire that burns in grass, bush, forest or woodland as a result of any proximate cause, and includes any smoke, ash, ember(s) or other material that becomes airborne or otherwise spreads, whether by wind or other similar means (including but not limited to storm cells and weather systems).
4. **Catastrophe** means an event affecting multiple properties that is declared as a state of emergency by the relevant government authority in an area including the **Insured Property**.
5. **Debris** means the residue of **Damaged Insured Property** excluding any material that is itself a **Pollutant** and which is deposited beyond the boundaries of the **Premises**.
6. **Defined Peril** means fire; lightning; explosion; aircraft or other aerial devices or articles dropped therefrom; riot; civil commotion; actions by strikers, locked-out workers, persons taking part in labour disturbances or industrial action; actions by persons acting maliciously - or - malicious persons other than thieves; earthquake; storm; **Flood**; bursting overflowing discharging or leaking of water tanks apparatus or pipes, sprinkler leakage; or impact by any road vehicle or animal.
7. **Limit of Liability** means 120% of the **Sum Insured** for each **Premises**, which is also subject to any increase as provided under Extension A – Extra Cover for Catastrophes. This will be the maximum amount that **We** will pay for all **Damage** arising out of any one event (including a series of events which are consequent on, or attributable to, one source or original cause) at such **Premises**, unless it is specifically stated in this Section that payments are made in addition to this amount.
8. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste (waste includes materials to be recycled, reconditioned or reclaimed).

Insuring clause

If this section is shown in the **Schedule** as being covered, **We** will pay for any **Damage** to the **Insured Property** that happens at the **Premises** during the **Policy Period** as long as the cause is not excluded.

When **Insured Property** is **Damaged** and it is covered by this Section, subject to the **Limit** for the **Premises** where the **Damage** happened, **We** will pay for the following:

1. Accidental Water Loss

When this Section covers **Buildings**, if water accidentally leaks after **Damage** to **Buildings**, **We** will pay for the lost metered water from tanks, pipes and apparatus, based on a measurement from a water authority meter that **You** are responsible for. We will pay for up to 7 days or \$15,000 for each incident, whichever is less.

2. Cleaning up Asbestos

If there's **Damaged Asbestos** at the **Premises**, **We** will pay for the cost of cleaning it up, removing or containing it, in accordance with relevant law or regulation, but only up to a **Limit** of \$50,000 for each incident.

3. Debris Removal and Drain Cleaning or Clearance

The costs **You** necessarily and reasonably have to pay to:

- (a) clean up and, or remove **Debris**, or demolish, shoring or propping up the **Insured Property** where **Damage** has been sustained;

- (b) clear, clean or repair drains, gutters and sewers that are blocked or **Damaged**; and
- (c) remove **Debris** from any adjoining property where **You** are responsible for such removal.

We will not pay if the **Debris** is itself a **Pollutant** and not part of the **Damaged Building** or **Insured Property**.

4. **Environmental Improvements**

Any extra cost of using the latest technology to minimise environmental harm to the environment when repairing, rebuilding replacing or restoring **Buildings** or **Contents**.

This includes things like better water systems or eco-friendly roofs. **We** will pay up to 20% more than we would have without any upgrade, but no more than \$50,000 in total.

5. **Fast Repairs and Temporary Fixes**

If you need to fix, replace, repair or reinstate **Damaged Insured Property** quickly, **We** will help with the temporary repairs and the extra cost of doing it quickly, but **We** won't pay more than \$25,000 or 50% of that cost, whichever is less.

6. **Fine Art**

If valuable artwork is **Damaged**, up to 10% of the **Sum Insured** for **Contents** or \$100,000 for each piece, whichever is less.

7. **Fixing Computer System Records Compatibility Issues**

If **We** settle a claim with replacement for **Insured Property** and the replacement item isn't compatible with **Your Office Electronic Equipment**, the cost of:

- (a) modifying **Office Electronic Equipment**; and
- (b) replacing or reinstating programs or **Electronic Data**, necessarily and reasonably incurred with **Consent** to make them compatible, up to \$50,000 total in any one **Policy Period**.

8. **Government and Professional Fees**

The fees **You** need to pay to professionals like architects or lawyers to fix or replace the **Damaged Insured Property**, up to the **Limit**. If **We** have already paid the **Limit**, **We** will pay up to \$10,000 for each incident.

9. **Landscaping**

Damage to trees, plants, lawns, and other established landscaping items at the **Premises**, unless it is caused by storm, wind, rain, snow, sleet or hail. The payment is included in the **Sum Insured** for **Buildings**.

10. **Loss of Land Value**

If legal rules prevent **You** from rebuilding, or **You** are only allowed to partially rebuild a **Building** at the **Premises** and this reduces the land's value, **We** will pay up to 20% of the **Sum Insured** for **Buildings** at the **Premises** where the **Damage** happened or \$200,000, whichever is less.

11. **Open Air Property**

When **Buildings** or **Contents** are covered under this Section, **We** will pay for **Damage** to greenhouses, shade structures, awnings, retaining walls, gates, fences and signs caused by or resulting from storm, **Flood**, rainwater, snow, hail, wind or dust, up to \$25,000 total for each and every incident.

12. **Outdoor Playing Surfaces**

We will pay up to \$25,000 or 20% of the **Sum Insured** for **Contents** at **Premises** where **Damage** occurred, whichever is less, to repair outdoor playing surfaces at the **Premises Damaged** by:

- (a) vandals or malicious persons, other than **You** or **Your** guests, director's partners, officers, **Employees** or members, or their guests;
- (b) fire at the **Premises** that **We** have admitted liability for under this Section; or
- (c) the actions of the emergency services in undertaking their duties at the **Premises**.

13. **Pairs and Sets**

The reduced value of undamaged **Contents** that were part of a pair or set, but the whole product can't be sold because some parts were **Damaged**. **We** will pay up to \$50,000 total in any one **Policy Period**.

14. **Rewriting of Business Records**

The reasonable cost of clerical or professional labour necessary to rewrite, restore or recreate **Business** books, plans or computer records or other **Business** records at any **Premises** that are **Damaged**.

We will not pay for any financial loss of caused by the loss of **Your** records.

15. **Taking Inventory**

We will pay for the reasonable costs and expenses **You** incur in taking inventory (including unpacking, repacking and restacking) to identify, quantify and value any **Insured Property Damaged** during the **Policy Period** including examination of **Insured Property** not belonging to **You** but in **Your** care, custody or control.

This benefit will be paid from the **Sum Insured** for **Contents** and **Stock**.

16. **Temporary Stock Transfer**

Where **We** pay a claim for loss or **Damage** to **Stock** at a **Premises**, **We** will pay more than the **Sum Insured** for **Stock** at that **Premises** to account for the temporary transfer of **Stock** between **Premises** as long as:

- (a) there are at least two **Premises** specified on the **Schedule** and a **Sum Insured** has been separately specified on the **Schedule** for **Stock** at each **Premises** insured under this Section, including at the affected **Premises**; and
- (b) **You** routinely transfer the **Stock** between **Premises** as a usual business practice.

We will not pay a claim where **Stock** levels are higher than the **Sum Insured** at a **Premises** and **Stock** has been temporarily located at that **Premises** for longer than 90 days and where **We** have not agreed to an extended period at that **Premises** in writing. **We** will not pay more than the total of the **Sum Insured** for **Stock** for all **Premises**.

17. **Tree Removal Costs**

Where **Damage** is caused to **Insured Property** by impact from trees or branches of trees, we will pay the reasonable costs associated with the removal and disposal of the tree or branches that caused the **Damage**.

18. **Undamaged Stock Depreciation**

If **Stock** was not **Damaged** but can't be used or sold like they normally would, **We** will pay for **Your** loss due to the deterioration or depreciation of the undamaged **Stock**. **We** will not pay more than the **Sum Insured** for **Stock**.

19. **Undamaged Tenants' Improvements**

The value of any improvements **You** make to a **Building You** lease and **Your** lease is cancelled:

- (a) by the lessor; and
- (b) in accordance with a valid condition of **Your** lease,

as a result of **Damage** to a **Building** or **Contents**, up to a total of \$50,000 for any one loss.

Basis of Settlement

1. **Computer Betterment**

When **Office Computer Equipment** is **Damaged** and needs replacing and **Office Electronic Equipment** of the same kind and quality isn't available, **We** will pay for new **Office Computer Equipment** that is:

- (a) as similar as possible to the **Damaged** equipment; and
- (b) can perform the same function.

2. **Excess**

The **Excess** applies every time **You** make a claim because something happened that resulted in **Damage**.

When applying any **Excess**, all **Damage** resulting from earthquake, subterranean fire, volcanic eruption, **Bushfire, Flood, storm, hail** or rainwater occurring during each period of 72 consecutive hours shall be deemed to be continuous and due to the same general conditions and shall be considered as one event.

3. **Extra Cost of Reinstatement**

The cover includes the extra expenses of reinstating **Damaged Insured Property**, such as demolition or dismantling, that are necessary to comply with statutory authority requirements imposed after the **Damage**, subject to the following conditions as well as all terms, Conditions and **Limits** applicable to this Section.

Conditions:

- (a) Reinstatement work must start and be done promptly, following the requirements of applicable laws, otherwise **We** have the right to limit **Our** liability to the amount payable under this Section without the application of this provision for extra expense. The work can be done on other site(s) if required by law, but **Our** liability is limited to the actual reinstatement cost.
- (b) The recoverable amount won't cover any extra costs for complying with laws or requirements that applied to **You** before the **Damage** occurred.
- (c) If the reinstatement cost for the **Damaged** property is less than 25% of the cost if the property had been completely destroyed, the recoverable amount is limited to the extra cost necessary for reinstating the **Damaged** portion only.

4. **Fine Art**

In case of **Damage to Fine Art**, the amount payable under this Section 1 will be calculated based on the lesser of:

- (a) the cost needed to restore or repair the item; or
- (b) the market value of the item on the date of loss.

For **Fine Art** identified as part of a pair or set, the amount payable will be the lesser of:

- (a) the stated value of the entire pair or set;

- (b) the cost to repair the pieces. If the pair or set, after repair, has a lower market value than before the loss, we will also reimburse the difference in market value; or
- (c) the stated value of the pieces before the **Damage** when the pieces cannot be found or repaired. If the remaining pieces have a reduced market value, **We** will reimburse the difference in market value after consulting with **You**.

The amount payable is subject to the maximum **Limit** specified in clause 6 of the Insuring Clause above.

5. **Historical Buildings**

If a **Building** is **Damaged** and is under heritage protection, and **We** were informed of this status and agreed to provide coverage, **We** will cover the additional expenses for reinstating the **Building**, where these expenses are necessary to acquire special materials or employ specialised labor to replicate unique or distinctive ornamental or architectural features of the **Building** in compliance with standards set by statutory or heritage protection authorities.

However, the amount **We** pay will not exceed the cost required to reinstate the heritage-listed **Building** to a condition similar to its original state when new, without exceeding that condition in terms of quality or extent.

6. **If Buildings Are Not Reinstated**

If a **Building** is **Damaged**, lost, or destroyed, and **You** choose not to reinstate it, **We** will only cover the expenses **You** incurred for **Debris** removal and cleaning, but only to the extent it is covered under the Debris Removal and Drain Cleaning or Clearance clause at clause 3 of the Insuring Clause above.

7. **Limit of Liability**

We will not pay more than the **Limit** that applies to the **Insured Property** where the **Damage** occurs.

When applying any **Limit**, including aggregate limits, all **Damage** resulting from earthquake, subterranean fire, volcanic eruption, **Bushfire**, **Flood**, storm, hail or rainwater occurring during each period of 72 consecutive hours shall be deemed to be continuous and due to the same general conditions and shall be considered as one event.

8. **Obsolete Contents**

If **Contents** (excluding **Stock** and **Fine Art**) are **Damaged**, and the property is considered obsolete, the amount **We** will pay under this Section will be the market value of the property, capped at its original cost.

9. **Reduced Floor Space**

If **Buildings** insured under this Section can only be rebuilt with a reduced floor space as a result of:

- (a) an Act of Parliament or regulations; or
- (b) a by-law or regulation of any municipal or other statutory authority,

We will, in addition to reinstating or replacing the **Building** on the basis set out above for the **Building** with a reduced floor space, pay **You** the difference between:

- (c) the actual cost of rebuilding the **Building** with the reduced floor space; and
- (d) the estimated cost of rebuilding the **Building** with the floor space it had at the time it was lost or destroyed.

10. **Reinstatement or Replacement: (Applicable to Buildings and Contents only)**

In the event of **Damage** to **Buildings** or **Contents** (other than **Stock** and **Fine Art**), how **We** calculate the amount **We** will pay **You** under this Section shall be the cost of:

- (a) if the **Insured Property** is lost or destroyed:
 - i. rebuilding if it's a **Building**; or
 - ii. for other types of property its replacement by similar property,

in either case in a condition that's not better or more extensive than its condition when new; or:

- (b) if the **Insured Property** is **Damaged** – the repair of the **Damage** and the restoration of the **Damaged** portion of the property to a condition substantially the same as but not better than or more extensive than its condition when new.

Provided that:

- (a) The work of reinstatement may be carried out upon another site and in any manner suitable to **Your** requirements, provided that:
- i. **Our** liability is not increased and **We** will only pay the actual cost of work to reinstate at another site, even if it is less than the cost to reinstate at the original site; and
 - ii. such work is commenced and carried out within a reasonable time.
- (b) When any **Insured Property** is lost or **Damaged** in part only, the amount that **We** will pay shall not exceed the sum representing the cost, which **We** could have been called upon to pay for reinstatement if such **Insured Property** had been wholly destroyed.
- (c) No payment beyond the amount which would have been payable under Section 1 of this **Policy** if this condition had not been incorporated will be made:
- i. until the cost of reinstatement has actually been incurred; or
 - ii. if the **Insured Property** at the time of its **Damage** shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.

11. **Stock**

In the event of **Damage** to **Stock** the basis upon which the amount payable by **Us** is to be calculated shall be:

- (a) the cost to repair or replace **Stock** at the time of such **Damage** with material of like kind and quality less allowance for physical deterioration, physical depreciation, obsolescence or depletion; or
- (b) in the event that the **Stock** cannot be repaired or is totally destroyed or lost, and **You** elect not to replace the property, **We** will pay the:
- i. outstanding capital value of the **Damaged** or lost property as recorded in **Your** books; or
 - ii. cost of material of like kind and quality less allowance for physical deterioration, physical depreciation, obsolescence or depletion of the actual cash value,

whichever is less.

12. **Undamaged Portion of a Building**

If any **Building** is **Damaged**, and government, local or other statutory authorities mandate rebuilding it on a different site, any undamaged abandoned portion of the **Building** will be considered as if it had been destroyed. If this remaining portion increases the sale value of the original site, the additional value will be subtracted from the total amount payable under this **Policy**.

Disagreements about the extent of this increase in site value will be resolved by two **Approved Valuers**, one chosen by each party. If they cannot reach an agreement, a third **Approved Valuer**, appointed by the Chair of the Australian Property Institute in the relevant state or territory, will make a binding decision. The cost of the third **Approved Valuer** will be shared equally between **Us** and **You**.

Extensions - Part A

When **Insured Property** covered by this Section is **Damaged**, **We** will pay the following costs incurred as a result. These benefits will be paid in addition to the **Limit** for the **Premises** where **Damage** has occurred.

1. Capital Additions

If **You** make any of the following changes at the **Premises** during the **Policy Period**:

- (a) constructing new **Buildings** or acquiring new **Contents**;
- (b) altering, improving or adding to **Buildings**; or
- (c) altering, improving or adding to **Contents**,

We will pay up to 20% of the **Limit** for that **Premises** or \$500,000, whichever is less.

2. Damage by the Emergency Services

Up to a limit of \$20,000 for each and every loss **We** will pay for **Damage** to **Insured Property** and any landscaping, including any necessary remedial costs, caused by the emergency services in the course of discharging their duties.

3. Extra Coverage for Catastrophes

If **You** suffer an increase in the cost of services and, or materials, and that escalation and **Damage** has resulted from a **Catastrophe**, **We** will pay up to an additional 20% of the **Sum Insured** for **Buildings**.

We will not pay more than the actual cost **You** incur, and no benefit will be paid under this Extension if **You** do not rebuild or repair the **Damaged Buildings**.

4. Fire Brigade Charges and Expenses

We will pay up to \$100,000 for any one event for any statutory charges payable by **You** to a fire brigade or firefighting authority for attendance at a fire or chemical emergency involving **Insured Property** and for the cost of refilling **Your** firefighting appliances used in putting out a fire at or adjoining a **Premises** and threatening **Insured Property**, during the **Policy Period**.

5. Paying Off Your Mortgage

If **Your Buildings** claim is settled as a total loss **We** will pay up to \$50,000 for legal costs associated with discharging a mortgage or mortgages on the **Buildings**.

6. Rewards

We will pay for a reward for information leading to a conviction of person(s) responsible for any loss or **Damage** that is insured under this Section. **We** will pay up to 10% of the value of the claim or \$5,000 whichever is less.

Extensions - Part B

Payment under the following Extensions will be in addition to the **Limit**, unless stated otherwise.

1. **Damage to Glass in Vacant Buildings**

If **You** own but do not occupy any **Buildings** insured under this Section at a **Premises**, **We** will pay for the following costs directly related to the breakage of glass during the **Policy Period** in a rentable area of the **Building** that is vacant at the time of the breakage:

- (a) the cost of temporary shuttering necessary pending replacement of the broken glass;
- (b) the costs incurred in replacing reflective materials and burglar alarm tapes and connections attached to the glass;
- (c) the cost incurred in repairing or replacing damage to window, door or showcase frames and their fittings, but not to bars, grilles or shutters; and
- (d) the cost incurred in repairing or replacing tiles on shop and office fronts and around the glass.

This Extension will not apply:

- (a) where the **Building** is leased to a tenant;
- (b) where the **Building** has remained unoccupied or untenanted for 90 days continuously;
- (c) to glass in light fittings, that is cracked or imperfect prior to breakage, that is in a fibreglass or glasshouse; or
- (d) to advertising signs.

During any one **Policy Period** **We** will only pay a maximum of \$5,000 under this Extension.

2. **Damage to Offsite Records**

We will pay the reasonable cost to **You** for clerical and professional costs to rewrite records if they are **Damaged** while located away from **Your Premises** anywhere in Australia during the **Policy Period**. The most **We** will pay is \$25,000.

We will not pay for any financial loss caused by the loss of **Your** records under this Extension.

3. **Directors' and Employees' Personal Effects**

Any **Damage** to the personal property of directors, partners and employees of **Your Business**, **We** will pay up to a maximum of \$5,000 for any one person, but only to the extent that their personal property is not otherwise insured.

4. **Fly Tipping**

The reasonable and necessary costs **You** incur to remove property left at a **Premises** without **Your** permission up to a limit of \$10,000 in total during the **Policy Period**.

This Extension will not cover any loss associated with **Business** interruption or interference.

5. **Loss Prevention Expenses**

The reasonable and necessary costs **You** incur to protect **Insured Property** at the **Premises** from imminent **Damage** up to a limit of \$100,000 each and every loss and in total during the **Policy Period**.

6. **Restricted Transit**

If **Contents** are **Damaged** while in transit in Australia, **We** will pay up to 20% of the **Sum Insured** for **Contents** or **Stock** at any single **Premises** or \$50,000 whichever is less, but only where the **Damage** is caused by fire, explosion, wind, earthquake, water damage (including **Flood**) and malicious damage, not theft.

7. **Seasonal Stock Increase**

We will increase the **Sum Insured** for **Stock** by 50% for losses occurring during the **Seasonal Increase Period**.

If **Your Schedule** shows a combined **Sum Insured** for **Contents** and **Stock**, **We** will only apply the increased cover to the portion of the **Sum Insured** that relates to **Stock**.

8. Temporary Cover for New Premises

We will pay for **Damage** to any newly acquired or constructed **Buildings** or **Contents** at a new location, provided that:

- (a) **You** provide **Us** with full details of the new location within 90 days of when **You** first acquire an insurable interest in the new location;
- (b) the new location has a similar nature and type of occupancy, has similar fire and security protection features, and is constructed of similar materials, to that of a **Premises**;
- (c) **We** will not pay more than 50% of the highest **Limit** for any **Premises** on the **Schedule**; and
- (d) the cover will be effective from the date of acquisition or completion or from the date that **You** first acquire an insurable interest, whichever is the sooner, and will end at the earliest of when:
 - i. **We** agree to add such new location to this **Policy**;
 - ii. 90 days pass from the date of acquisition or completion; or
 - iii. this **Policy** expires.

We may charge additional premium from the date of acquisition or completion having regard to the nature of the risk being assumed by **Us**.

9. Temporary Removal

Where **Insured Property** is **Damaged** while temporarily removed from **Premises** or in a storage facility, and during inland transit to and from **Premises** within Australia, **We** will pay no more than 20% of the **Sum Insured** for **Stock** or **Contents** applicable to that **Insured Property**.

10. Trace and Access

We will pay the reasonable costs that **You** incur, with **Consent**, to locate where substances have escaped from that has caused or may reasonably be expected to cause **Damage** to **Insured Property**. **We** will also pay for the cost of reinstating parts of the **Insured Property** that needed to be disturbed to locate the source of the problem.

We will not pay the cost to repair or replace any apparatus, appliance, tank or pipe that has failed due to age, wear and tear, faults in material or faulty workmanship.

11. Unauthorised Use of Utilities

We will pay the costs incurred, with **Consent**, up to \$20,000 for any one loss and in total in any one **Policy Period**, as a result of the unauthorised use of electricity, gas or water that **You** are legally responsible for by persons taking possession or occupying **Premises** without **Your** authority, as long as **You** do everything **You** can reasonably do to stop the unauthorised use as soon as it's discovered.

Optional Extension

1. Flood

When **Flood** is selected and marked as covered in **Your Schedule**, Excluded Cause 1.(a)(i) will not apply and **We** will pay for **Damage** to **Insured Property** caused by **Flood**.

Additional premium will be charged for this Optional Extension having regard to the nature of the risk being assumed by **Us** and no cover will be available unless or until the additional premium has been paid.

Exclusions

The following Exclusions apply to this Section 1 except where stated.

Excluded Property

Section 1 of this Policy does not cover any:

1. **Asbestos**, unless it is part of a **Building** or **Insured Property** and is itself **Damaged** by a cause not otherwise excluded, and subject to clause 2 Cleaning Up Asbestos of the Insuring Clause above.
2. Property in transit outside the **Premises**, except as provided under Extensions Part B, 6 Restricted Transit and 9 Temporary Removal.
3. **Money** exceeding \$500, except as covered by Section 5 – Money, if selected.
4. **Fine Art**, except as provided for under the Insuring Clause above.
5. Jewelry, furs, bullion, precious metals, or precious stones, except if they are **Stock** and shown as insured in the **Schedule**, or if their value is less than \$10,000 per item.
6. Locomotives, rolling stock, or watercraft, except as **Stock** of the **Business**; except where a watercraft is on water where no cover will apply.
7. Aircraft or aerospace devices (including accessories and/or spare parts), except as **Stock** of the **Business**; except during taxiing, take-off, flight, or landing where no cover will apply.
8. Vehicles or trailers registered or licensed for public road travel, except for mobile plant and equipment (excluding cars, sedans, panel vans, and trucks) not otherwise insured.
9. Spacecraft or satellites.
10. Livestock, animals, birds, or fish.
11. Standing timber, growing crops, pastures, and plants, except as provided under clause 9 Landscaping of the Insuring Clause above.
12. Water (except processing water, **Stock** and subject to the extent insured under clause 1 Accidental Water Loss of the Insuring Clause or Extensions Part B ,2 Unauthorised Use of Utilities) and land. However, this exclusion shall not apply to structural improvements on or in the land if they are not otherwise excluded by this **Policy**.
13. Dams, reservoirs, canals, wells, ponds, and any other watercourse.
14. Docks, wharves, jetties, and piers not part of any **Building**.
15. Bridges, roadways, tunnels, pavements, and other paved surfaces not part of any **Building**, railway tracks, and their contents.
16. Unsealed driveways, paths, topsoil, and fill.
17. Mines or quarries, tailing dams, or tailing ponds, mining property below the ground surface, offshore property.
18. Property during the course or, or as a result of, its processing, production, or manufacture.
19. Gates, fences, signs, retaining walls, awnings, blinds, shade fabrics, membranes, shade structures, fiberglass houses, and glass houses damaged by or arising from specified causes, except under the.
20. Property undergoing construction, erection, alteration, or addition, except when:
 - (a) the value of work is less than \$500,000 or 20% of the **Limit** for the **Premises**, whichever is less, or
 - (b) any portion of the **Building** not directly affected by the work.

21. Empty premises undergoing demolition.
22. Loss or Damage resulting from theft, except as covered by Section 3 – Theft, if selected.
23. Mechanical or electrical breakdown except as covered by Section 8 – Machinery Breakdown, if selected.
24. Loss of or **Damage** to property directly or indirectly caused by or contributed to by normal settling, seepage, shrinkage or expansion in buildings or foundations, walls, pavements, roads and other structural improvements, creeping, heaving and vibration.
25. Oil and gas drilling and/or production rigs.
26. Any boiler (other than one used for domestic purposes), economiser, pressure vessel, including related pipes, valves, and apparatus:
 - (a) if the load on the safety valve exceeded manufacturer’s recommendations at the of the **Damage**;
 - (b) where any safety valve limiting pressure was removed or rendered inoperative; or
 - (c) due to the supply of water, gas, electricity or fuel failing.This Exclusion is limited to the immediately affected items and does not extend to other property due to such **Damage**.
27. **Damage** occurring within the first 72 hours from the start of this **Policy** caused by or arising from:
 - (a) **Bushfire**; or
 - (b) a cyclone named by the Department of Meteorology.
28. Glass:
 - (a) except for **Damage** caused by fire, storm, wind, rain, hail, lightning, explosion, earthquake, subterranean fire, aircraft, or other aerial devices or articles dropped from them, riot, civil commotion, malicious acts, or impact by any road vehicle or animal; and
 - (b) except as otherwise provided for under Extensions - Part B Damage to Glass in Vacant Buildings above; or
 - (c) **You** are a tenant of a **Building** and are required by the lease to insure glass and have selected Section 2 Glass as part of this **Policy**.

Excluded Causes

Section 1 of this **Policy** does not cover any **Damage** directly or indirectly caused by or arising from:

1. **Flood**, or water from or action by the sea, tidal wave, storm surge or high water, save that this exclusion shall not apply if **Damage** is caused by or arises from an earthquake or seismological disturbance.

This Excluded Causes Exclusion 1 will not apply to:

- a. the Open Air Property Insuring Clause, and
- b. Extensions Part B - Restricted Transit.

2. Vermin, termites, or other insects, rust or oxidation, mildew, mould, actual, alleged, or threatened release, discharge, escape, or dispersal of **Pollutants**, wet or dry rot, corrosion, change of colour, dampness of atmosphere, or other variations in temperature, evaporation, disease, inherent vice, or latent defect, loss of weight, change in flavour or texture, or finish, smut or smoke from industrial operations; ii. Wear and tear, fading, scratching, or marring, gradual deterioration or developing flaws, normal upkeep, or making good; iii. Error or omission in design, plan, or specification or failure of design; iv. Normal settling, seepage, shrinkage, or expansion in buildings or foundations, walls, pavements, roads, car parks, gates, or fences and other structural improvements, creeping, heaving, and vibration; v. Faulty materials or faulty workmanship; vi. Mechanical, electrical, electromechanical, electronic, or hydraulic malfunction, failure, derangement, breakdown, or non-operation of any kind; vii. Alteration, installation, testing, repair, adjusting, servicing, or maintenance operation, except if subsequent **Damage** to the **Insured Property** is caused by a **Defined Peril** (not otherwise excluded) resulting from any event or cause referred to in this Exclusion.
3. Incorrect siting of buildings due to: A. Error in architectural design or specification; B. Faulty workmanship; or C. **Your** non-compliance (or anyone acting on **Your** behalf) with the necessary permits issued by government, public, or local authorities. ii. Demolitions ordered by government or public or local authorities due to **Your** failure or that of **Your** agents to obtain the necessary permits required.
4. Theft, except for physical **Damage** to **Insured Property** at the **Premises** during theft or any attempted theft and/or theft of parts of the **Building** or fixed plant in the open air when insured under this Section; ii. Unexplained or inventory shortage, disappearance resulting from clerical or accounting errors, shortage in the supply or delivery of materials.
5. Spontaneous combustion; or ii. Spontaneous fermentation or heating or any process involving the direct application of heat, but limited to the items immediately affected and not extending to other property damaged as a result of such spontaneous combustion, fermentation, heating, or process involving the direct application of heat.
6. The cessation of work, whether total or partial; or ii. The cessation, interruption, or retarding of any process or operation due to strikes, industrial action, labor disturbances, or locked-out workers. This Exclusion does not apply to **Damage** directly caused by strikes, industrial action, or locked-out workers.
7. A. Fraudulent or dishonest acts, fraudulent misappropriation, embezzlement, forgery, counterfeiting, data corruption, unauthorized amendment of data, and erasure by electronic or non-electronic means involving the **Insured Property** by **You** or any **Employee(s)** acting alone or in collusion with any other person(s); B. Access by any person(s) other than **You** or **Your Employee(s)** to **Your** computer system via data communication media that terminate in **Your** computer system, ii. Erosion, subsidence, landslip, or mudslide or any other earth movement. However, **We** will cover **Damage** caused by the type of earth movement that occurs within 72 hours of, and directly because of, a storm, earthquake, subterranean fire, volcanic eruption, or water escaping from a water main owned by a water supply authority; iii. Kidnapping, bomb threat, threat of contamination, hoax, extortion, or any attempt, but this Exclusion does not apply to subsequent **Damage** to the **Insured Property** occasioned by a peril (not otherwise excluded) resulting from any event or peril referred to in this Exclusion.
8. Any legal liability of whatsoever nature other than as provided herein.
9. Losses incurred following damage of any kind, including (but not limited to), loss due to delay, lack of performance, loss of market, loss of contract, or depreciation in the value of land or **Stock**, except as provided in Section 2 - Business Interruption.

Conditions

The following Conditions are specific to this Section 1.

1. Underinsurance

In the event of a claim, **Our** liability will be limited to the proportion of the loss that **Your Sums Insured** for all **Insured Property**, declared at the beginning of the **Policy Period**, bears to 80% of the value of all such **Insured Property** at the **Policy's** commencement.

However, this condition will not apply:

- (a) If the **Damage** amounts to less than 10% of the **Sums Insured**; or
- (b) to property that is part of the **Insured Property** and has been insured under this **Policy** for the full value stated in a valuation prepared by an **Approved Valuer**, with an update by an **Approved Valuer** within 12 months prior to the commencement of the **Policy Period**.

Section 2 - Glass

This policy is a wholesale general insurance product. **We** will not be able to offer or issue this product to **You** if **You** are a retail client as defined in the *Corporations Act 2001 (Cth)*.

Insuring Clause

If this Section is shown in the **Schedule** as being covered, **We** will pay for the cost of repairing or replacing glass in its frame or in its normal location with glass of a similar type and quality to glass that is damaged during the **Policy Period** at the **Premises** due to any sudden and accidental cause.

Extensions

In addition, **We** will also pay:

1. After Hours

The reasonable costs for after hours service by repairers, express delivery and overtime charges to repair or replace broken glass.

2. Damaged Stock or Contents

The cost to repair or replace damaged **Stock** or **Contents** due to the breakage of glass, up to a limit of \$10,000 during the **Policy Period**.

3. Damage to Signs

The cost to repair or replace signs following damage up to a limit of \$10,000 during the **Policy Period**.

4. Items attached to glass

The cost of replacing sign-writing, ornamentation, reflective materials and burglar alarm tapes and connections attached to the glass as a result of damage to glass.

Payment under this Extension is limited to \$5,000 during the **Policy Period**.

5. Temporary Protection

The cost of temporary shuttering, boarding up, the employment of security guards to safeguard the **Premises**, or other security protection necessary, pending replacement of the broken glass.

Payment under this Extension is limited to \$5,000 during the **Policy Period**.

Exclusions

This Section does not cover:

1. Damage to:
 - (a) glass caused by artificial heat;
 - (b) glass during installation, removal or work on its pane or framework or other fittings;
 - (c) glass in any radio, television screen, computer screen, vase, picture, crystal, crockery, china or glass item normally carried by hand
 - (d) glass not fit for the purpose intended;
 - (e) glass that was cracked, imperfect, chipped or in poor condition before the Policy Period;
 - (f) glass that is part of any glasshouse, greenhouse, conservatory or the like;
 - (g) glass that is **Stock**; or
 - (h) tubing or light fittings.
2. Damage caused by:
 - (a) fire, explosion, storm earthquake and **Flood**;
 - (b) transit to or from **Premises**;
 - (c) wear and tear.

Section 3 - Theft

This policy is a wholesale general insurance product. **We** will not be able to offer or issue this product to **You** if **You** are a retail client as defined in the *Corporations Act 2001* (Cth).

Definitions specific to this Section 3 – Theft only

1. **Business Hours** means any period when the **Premises** is physically occupied by **You**.
2. **Crime** means taking of **Money, Securities** or **Insured Property** with the intent to permanently deprive **You** of them.
3. **Theft** means theft or attempted theft.

Insuring Clause

If this Section is shown in the **Schedule** as being covered, **We** will pay for loss or damage to **Insured Property** during the **Policy Period** at the **Premises** caused by **Theft** as a result of:

1. a person, or persons, unlawfully concealed at the Premises;
2. an actual, attempted or threatened armed hold up, assault or violent act;
3. an actual visible, violent and or forcible entry into any locked cabinet, counter, showcase or safe; or
4. violent and or forcible entry into or exit from the Building.

Payment under this Section will be subject to the applicable **Sum Insured** and less the **Excess**.

When **Theft** of **Insured Property** is covered by this Section, and subject to the applicable **Limits**, **We** will also pay the following costs unless specifically excluded. The amounts payable are included in the applicable **Sum Insured** shown in the **Schedule** unless specified otherwise.

1. **Death Benefit**

We will pay \$10,000 to the estate of any person who sustains an injury while safeguarding the **Insured Property** and subsequently dies due to those injuries within 12 months. This benefit will be paid in addition to the **Sum Insured**.

2. **Debris Removal**

We will pay the costs and expenses **You** necessarily incur in the cleanup, removal, and disposal of debris, up to a maximum of \$5,000 for any one loss, which will be paid in addition to the **Sum Insured**.

3. **Directors' and Employees' Personal Property**

We will pay for the loss or damage to personal property and tools of trade of directors and **Employees** of **Your Business**, if the owner of the personal property is not listed as an **Insured**.

Cover under this benefit is limited to \$10,000 for any one loss and is in addition to the **Sum Insured**.

4. **Electronic Data Restoration Costs**

We will pay the costs **You** incur in reproducing or replicating any **Electronic Data** stored on **Office Electronic Equipment**. These costs include all reasonable and necessary expenses in recreating, gathering, and assembling **Electronic Data**, up to a maximum of \$25,000 during any one **Policy Period**.

5. **Rewards**

We will pay for a reward, up to 10% of the value of a claim under this Section, for information leading to a conviction regarding **Theft** involving **Insured Property**.

6. **Rewriting of Business Records**

We will pay **Your** costs, up to \$25,000 during any one **Policy Period**, incurred in reproducing business records. This benefit will be paid in addition to the **Sum Insured**.

7. **Seasonal Stock Increase**

We will increase the **Sum Insured** for **Stock** by 50% for losses occurring during the **Seasonal Increase Period**.

If **Your Schedule** shows a combined **Sum Insured** for **Contents** and **Stock**, **We** will only apply the increased cover to the portion of the **Sum Insured** that relates to **Stock**.

8. **Temporary Protection**

We will pay the cost of temporary repairs and, or the employment of security guards to safeguard the **Premises**, up to a limit of \$10,000 for any one loss.

9. **Theft Damage to Buildings**

We will pay the cost of **Damage** to **Buildings** provided **You** own the property, or to **Premises** if **You** are liable as per the terms of **Your** lease or rental agreement. **We** will pay a maximum of \$20,000, which is in addition to the **Sum Insured**.

Extensions

We will also provide the following extensions of cover that will be included in the applicable **Sum Insured** unless otherwise stated.

1. **Employee Dishonesty**

We will pay for the loss of **Insured Property** resulting from a **Crime** committed by an **Employee**, either acting alone or in collusion with others, provided that the loss:

- (a) occurs during the **Policy Period**; and
- (b) is discovered within 45 days of its occurrence.

The maximum **We** will pay under this Extension is \$5,000 for any one loss payable in addition to the **Sum Insured**.

However, if **You** are also insured under Section 5 - Money, the benefits payable for employee dishonesty are not cumulative.

2. **Illegal Electronic Funds Transfer**

If the **Premises** are entered by means described in this Section 3 – Theft, **We** will pay up to \$5,000 for any financial loss **You** incur during the **Policy Period** following the electronic transfer of funds from **Your** bank account to a bank account not controlled by **You**, if **Contents** are covered under this **Policy** as shown on **Your Schedule**.

We will not cover such transfer if it was enabled by the use of:

- (a) a key; or
- (b) a combination, code, or password,

left in the **Building** outside **Business Hours**.

3. **Illegal Use of a Corporate Card**

If any of the **Business'** corporate credit cards are lost or stolen during the **Policy Period**, **We** will cover any financial loss **You** sustain if they are used illegally if **Contents** are covered under this **Policy** as shown on **Your Schedule**.

The maximum **We** will pay under this Extension is \$10,000 for any one loss.

4. **Loss of Metered Water**

We will pay costs that **You** are liable to pay to any water company or authority for water usage following **Theft of Insured Property** or water at a **Premises**. The maximum **We** will pay is \$20,000 for any one loss.

5. **Pairs and Sets**

We will pay for the reduced value of undamaged **Stock** or **Contents** that were part of a pair or set and can't be sold as a complete product as a result of **Theft**. The maximum **We** will pay under this Extension is \$20,000 during any one **Policy Period**.

6. **Replacement of Locks or Electronic Security Systems**

We will pay the costs incurred as a result of the necessary replacement or adjustment of locks or electronic security systems at the **Premises** following **Theft** or accidental loss of keys or access cards. The maximum **We** will pay under this Extension is \$10,000 for any one loss and is payable in addition to the **Sum Insured**.

7. **Temporary Cover for New Premises**

We will pay for **Theft** of **Stock** or **Contents** from any new location, provided that:

- (a) **You** provide **Us** with full details of the new location within 90 days of when **You** first acquire an insurable interest in the new location;
- (b) the new location has similar security protection features to that of any **Premises**;
- (c) **We** will not pay more than 50% of the highest **Limit** for **Theft** of **Stock** or **Contents** (as applicable) for any **Premises** on the **Schedule**; and
- (d) the cover will be effective from the date of acquisition or completion or from the date that **You** first acquire an insurable interest, whichever is the sooner, and will end at the earliest of when:
 - i. **We** agree (such agreement not to be unreasonably withheld, delayed or conditioned) to add such new location to this **Policy**;
 - ii. 90 days pass from the date of acquisition or completion; or
 - iii. this **Policy** expires.

We may charge additional premium from the date of acquisition or completion.

8. **Temporary Removal**

We will cover **Insured Property** against **Theft** while at another location in Australia temporarily, subject to the same policy conditions and exclusions.

Provided that:

- (a) **We** will not cover tobacco, tobacco products, cigars, cigarettes or alcoholic beverages;
- (b) **We** will not cover **Stock** that is on consignment to other parties unless it is owned by **You** or is property that **You** are responsible for;
- (c) the maximum **We** will pay under this Extension will be 20% of the **Sum Insured**; and
- (d) this Extension will not apply to any **Insured Property** that has been removed for a period greater than 90 days.

9. **Theft of External Property**

We will cover **You** for loss or damage as a result of **Theft**, whether following violent and/ or forcible entry or otherwise, of permanently fixed (non-portable) apparatus or appliances, that **You** own or that **You** are legally responsible for or have assumed a responsibility to insure, attached to the **Building** (other than by any connection to a power point) but limited to an amount not more than:

- (a) \$25,000; or
- (b) the balance of the **Sum Insured** for **Contents**,

whichever is the lesser.

10. **Theft Without Violent Entry (excluding property in the open air)**

We will cover **You** for the **Theft of Insured Property** during the **Policy Period** where there are no signs of violent and/ or forcible entry to or exit from the **Building**. The maximum **We** will pay under this Extension is \$20,000 for any loss.

No cover is provided under this **Policy** for **Theft** involving shoplifting.

11. **Theft of Insured Property in the Open Air**

We will cover **You** for the **Theft of Insured Property** during the **Policy Period** that is in the open air but within the boundaries of the **Premises**.

No cover will be provided unless the **Premises** is fully enclosed by walls and fences, with gates locked with padlocks by an electronic security locking system outside of **Business Hours**.

The maximum **We** will pay under this Extension is \$10,000 for any one loss.

Exclusion 5. (below) does not apply to this Extension.

Basis of Settlement

We will pay the cost to either reinstate or replace all **Contents** to a condition as new other than **Contents** that is **Stock** and cannot be replaced with the identical items. If **Stock** cannot be replaced with identical items, then **We** will pay the value of the **Stock** items held in **Your** inventories at the time of loss or damage.

Exclusions

The following exclusions apply to this Section 3 except where stated.

1. **Theft** arising from fraudulent or dishonest acts by any of **Your Employees**, except as provided under Extension 1: Employee Dishonesty.
2. Loss arising from unexplained or inventory shortage, disappearance resulting from clerical or accounting errors, shortage in the supply or delivery of materials.
3. **Theft** arising from the dishonest manipulation of any database or computer system.
4. **Theft of Money** in excess of \$500.
5. **Theft** from yards or gardens, verandah, or similar open space at the **Premises**.
6. **Theft** when entry has been made using keys or security codes.
7. **Theft** of watercraft, aircraft, vehicles, motorcycles, trailers, or caravans unless insured as **Stock**.
8. **Theft** of liquor, tobacco, products containing tobacco, cigars or cigarettes unless they are specified on the **Schedule** as being **Stock**.

Section 4 - Business Interruption

You can choose from the following 3 different cover options for **Your Policy**. The **Schedule** will show which option has been selected:

1. Gross Profit
2. Gross Revenue
3. Weekly Revenue

Definitions specific to this Section 4 – Business Interruption only

1. **Annual Turnover** means the **Turnover** in the 12 months immediately preceding the **Insured Damage**.
2. **Business Interruption** means any disruption of or interference with **Your Business** due to **Damage** covered by this **Policy**.
3. **Business Trend** means adjustments made to account for the trend and variations affecting **Your Business** before or after the **Insured Damage**, giving as near as reasonably practicable the results **Your Business** would have obtained if it was not for the **Insured Damage**.
4. **Customer** means any party that **You** have a direct contractual relationship with for the sale or supply of goods, property or services.
5. **Damage** means the actual, sudden, and accidental physical harm, destruction, or loss (not just the threat or fear of it).
6. **Gross Profit** the amount by which the sum of **Turnover**, closing **Stock**, and work in progress exceeds the sum of **Your** opening **Stock**, work in progress, and **Uninsured Working Expenses**.
7. **Gross Revenue** means the money received or due to **You** for services or goods sold in the course of **Your Business**, including any **Rent Receivable**.
8. **Increased Cost of Working** means the additional spending necessary to prevent or reduce:
 - (a) reduction in **Turnover**, where **Gross Profit** is the Basis of Settlement;
 - (b) reduction in **Gross Revenue**, where **Gross Revenue** is the Basis of Settlement; or
 - (c) reduction in **Turnover** where **Weekly Revenue** is the Basis of Settlement;that would have occurred during the **Indemnity Period** without it.
9. **Indemnity Period** means the period when the results of **Your Business** are affected as a result of **Insured Damage**, starting from the occurrence and ending no later than the **Indemnity Period** specified in the **Schedule**.
10. **Insured Damage** means physical loss, destruction or damage occurring during the **Policy Period** caused by an event insured under Section 1 - Property Damage, Section 2 – Glass, Section 3 - Theft, Section 5 - Money, Section 6 - Goods in Transit or Section 7 - General Property.
11. **Rate of Gross Profit** means the rate of **Gross Profit** earned on **Turnover** during the financial year immediately before the **Insured Damage**, allowing for the **Business Trend**.
12. **Rent Receivable** means the amount of the rent received or receivable from the letting of all or part of the **Premises**.
13. **Standard Gross Revenue** means the **Gross Revenue** during that period in the 12 months immediately before the date of the **Insured Damage** corresponding with the **Indemnity Period** allowing for the **Business Trend**.
14. **Standard Weekly Revenue** means the **Weekly Revenue** during that period in the 12 months immediately before the date of the **Insured Damage** corresponding with the **Indemnity Period**, allowing for the **Business Trend**.

15. **Standard Rent Receivable** means the **Rent Receivable** during that period in the 12 months immediately before the date of the **Insured Damage** corresponding with the **Indemnity Period**, allowing for the **Business Trend**.
16. **Standard Turnover** means the **Turnover** during the 12 month period immediately before the **Insured Damage**, corresponding with the **Indemnity Period**.
17. **Turnover** means the money **You** receive or are due to receive for goods sold or delivered, or services rendered in the course of **Your Business** at the **Premises**.
18. **Uninsured Working Expenses** means the working expenses of **Your Business** that **You** have chosen not to insure under this Section and are not included in the **Sum Insured** as specified in the **Schedule**.
19. **Weekly Revenue** means the money **You** receive or are due to receive weekly for services or goods in the course of **Your Business** at the **Premises**, excluding any **Rent Receivable**.

Insuring Clause

If this section is shown in the **Schedule** as being covered, **We** will pay for losses incurred due to the interruption or interference with **Your Business** as a result of **Insured Damage** to **Insured Property** at **Premises** during the **Policy Period**.

The Basis of Settlement indicated in the **Schedule**, subject to the **Sum Insured** and **Indemnity Period**, will be used to calculate loss.

If **You** permanently close **Your Business** for any reason (even if it is voluntarily) during the **Indemnity Period**, unless otherwise agreed in writing, the **Indemnity Period** will end on the day **You** permanently close **Your Business**. However, if the closure is a result of a circumstance covered by this Section and with **Our** approval (which shall not be unreasonably withheld, delayed or conditioned), nothing in this clause affects **Your** right to an equitable adjustment.

Basis of Settlement

1. Gross Profit

Loss will be calculated by:

- (a) applying the **Rate of Gross Profit** to the difference between **Turnover** during the **Indemnity Period** and the **Standard Turnover**;
- (b) adding the **Increased Cost of Working** incurred during the **Indemnity Period**, but only if the reduction in **Gross Profit** is reduced; and
- (c) subtracting any charges and expenses of **Your Business** payable out of **Gross Profit** that **You** save during the **Indemnity Period** as a result of the **Insured Damage**.

If the **Sum Insured** for **Gross Profit** at the beginning of each **Policy Period** is less than the sum produced by applying the **Rate of Gross Profit** to 80% of the **Annual Turnover** (or its proportionately increased multiple where the **Indemnity Period** exceeds 12 months), **We** will pay a proportion of the loss of **Gross Profit**.

The proportion that **We** will pay will be the same as the proportion that the **Sum Insured** for **Gross Profit** bears to 80% of the **Annual Turnover** (or its proportionally increased multiple if appropriate).

This clause will not apply if **Your** claim is for less than 10% of the **Sum Insured** for **Gross Profit**.

If **You** hold a salvage sale during the **Indemnity Period**, the **Turnover** from the salvage sale shall be deducted from any reduction in **Turnover**.

2. **Gross Revenue**

Loss will be calculated by:

- (a) calculating the difference between **Gross Revenue** during the **Indemnity Period** and the **Standard Gross Revenue**;
- (b) adding the **Increased Cost of Working** incurred during the **Indemnity Period**, but only if the reduction in **Gross Revenue** is reduced; and
- (c) subtracting any charges and expenses of **Your Business** payable out of **Gross Revenue** that **You** save during the **Indemnity Period** as a result of the **Insured Damage**.

If the annual **Sum Insured** for **Gross Revenue** is less than 80% of **Gross Revenue** during the year immediately prior to the **Insured Damage**, **We** will pay a proportion of the loss of **Gross Revenue**.

The proportion that **We** will pay will be the same as the proportion that the annual **Sum Insured** for **Gross Revenue** bears to 80% of the **Gross Revenue** for the year immediately prior to the **Insured Damage**.

This clause will not apply if **Your** claim is for less than 10% of the **Sum Insured** for **Gross Revenue**.

3. **Weekly Revenue**

Loss will be calculated by determining the difference between **Weekly Revenue** during the **Indemnity Period** and the **Standard Weekly Revenue**.

Extensions A – Following **Insured Damage** as covered under this Section cover under this Section is extended as follows:

1. Accounts Receivable

We will pay for loss resulting from **Business Interruption** to **Your** books of account or other business records, making it difficult to trace or establish outstanding debit balances in whole or in part.

Loss will be calculated by:

- (a) taking the amount due to **You** from **Customers**;
- (b) subtracting any amount evidenced by undamaged records or established another way or collected by **You**; and
- (c) subtracting an amount that allows for probable bad debts.

Any unearned interest or service charges on hire purchase or deferred payment accounts receivable will be deducted.

The coverage under this benefit is limited to a maximum of \$7,500 or the applicable sub-limit specified in the **Schedule** for any one loss, whichever is the greater.

2. Additional Increase in the Cost of Working

We will pay for the additional increase in cost of working that exceeds the amount payable under the **Gross Profit**, **Gross Revenue**, or **Weekly Revenue** basis (as applicable) necessary during the **Indemnity Period** solely to avoid or reduce:

- (a) The reduction in **Gross Revenue**;
- (b) The reduction in **Turnover** if the Basis of Settlement is **Gross Profit**; or
- (c) The reduction in **Turnover** where **Weekly Revenue** is the Basis of Settlement;

in order to resume normal **Business** operating conditions.

The coverage under this benefit is limited to a maximum of \$50,000 unless stated otherwise in the **Schedule**.

3. **Contractual Penalties**

We will pay the fines and damages **You** are legally liable to pay for breach of a written contract due to non-completion or late completion of orders resulting from **Insured Damage** during the **Policy Period**. The coverage under this benefit is limited to a maximum of 20% of the **Sum Insured** for **Gross Profit, Gross Revenue, or Weekly Revenue** shown in the **Schedule**.

4. **Landlord's and Other non-owned property You use**

We will pay loss at the **Premises** resulting from **Insured Damage** to **Your** landlord's and/or other non-owned property **You** use at the **Premises**.

Extensions B – Following **Damage** at locations not occupied by **You**

Cover under this Section is extended to include loss resulting from **Business Interruption** to property that is not **Insured Property** but is of a type that this **Policy** insures as long as the **Damage** to that property would not be otherwise excluded, and in circumstances and locations set out in clauses 1 – 9 below, with reduction in **Gross Profit, Gross Revenue or Weekly Revenue** calculated as per the Basis of Settlement set out above.

1. **Denial of Access**

Damage to any property within 20 kilometres of any **Premises**, which will prevent or hinder the access to or use of the **Premises**. This Extension will not apply to property of any supply undertaking that **You** obtain electricity, gas, water or telecommunication services from.

2. **Property in Transit**

Damage to **Insured Property** while in transit within Australia including while temporarily housed during transit for the purpose of storage, making up, packing or processing. The coverage under this benefit is limited to a maximum of 20% of the **Sum Insured** for **Gross Profit, Gross Revenue or Weekly Revenue** shown in the **Schedule**.

3. **Property in a Commercial Complex**

Where:

- (a) **Premises** is located in any retail or commercial complex with multiple tenants and there is **Damage** to property;
- (b) the **Damage** directly leads to reduced pedestrian count in such complex; and
- (c) the **Damage** causes **You** to cease or reduce **Your** normal **Business** operations.

4. **Public Authority**

If any legal authority prevents or restricts access to **Premises** or orders the evacuation of the public due to **Damage** to property within 50 kilometres of any **Premises**, or because of physical harm to persons as a result of **Damage** to property.

5. **Public Utilities and Computer Installations**

Damage to property at any:

- (a) generating station or sub-station of any electricity supply undertaking;
- (b) land based premises of any gas supply undertaking or of any natural gas producer linked directly to it;
- (c) water works and pumping stations of any water supply undertaking;
- (d) land based premises of any telecommunications undertaking; or

(e) computer installation, including ancillary equipment and data processing media, utilised by **You**, within Australia, provided that, where the property is not at or adjacent to **Your Premises**, the interruption of the supply lasts for at least 48 hours.

The coverage under this benefit is limited to a maximum of 20% of the **Sum Insured** for **Gross Profit, Gross Revenue** or **Weekly Revenue** shown in the **Schedule** in total in any one **Policy Period**.

6. **Registered Vehicles**

Damage to any registered vehicles or trailers owned or operated by **You** while at the **Premises** or any other location in Australia but not on a public thoroughfare.

7. **Roads, Bridges and Railway Lines**

Damage to any roads, bridges and railway lines over which **Stock**, components and materials are conveyed to and from the **Premises**.

8. **Suppliers and Customers**

Damage to the premises of **Your** direct suppliers, manufacturers, processors, repairers, or storage providers of components, goods, or materials (excluding the supply undertakers for utilities), and premises of **Your Customers** within Australia. The coverage under this benefit is limited to a maximum of 20% of the **Sum Insured** for **Gross Profit, Gross Revenue** or **Weekly Revenue** shown in the **Schedule**.

9. **Temporarily removed documents**

Damage to **Your** documents and **Electronic Data** files and those held in trust by **You** in the course of **Your Business** that are:

- (a) temporarily removed to other locations within Australia; or
- (b) while in transit to anywhere within Australia.

The coverage under this benefit is limited to a maximum of 20% of the **Sum Insured** for **Gross Profit, Gross Revenue** or **Weekly Revenue**.

Extension C – Non-Damage

Restrictions in the Use of the **Insured Premises** Extension

This Section is extended to include loss resulting from interruption of, or interference with, **Your Business** as a result of:

- (a) the discovery of vermin or pests at the **Premises**;
- (b) any **Damage** causing defects in the drains or other sanitary arrangements at the **Premises**;
- (c) the occurrence of an illness which is the direct result of the consumption of food or drink provided at the **Premises**, except any illness that is related to, attributable to, or connected in any way with a Communicable Disease as defined in General Exclusion 2: **Communicable Diseases**, which causes restrictions on the use of the **Premises** on the order or written advice of any government, local government or other statutory authority;
- (d) closure or evacuation of the whole or part of the **Premises** by order of a government, local government or other statutory authority as a direct result of an occurrence or outbreak of a **Covered Disease** occurring at the **Premises**;
or
- (e) any occurrence of murder or suicide at the **Premises** which causes restrictions on the use of the **Premises**,
provided that:

- (f) **We** shall not be liable for the first 48 hours of any interruption of, or interference with, **Your Business**;
- (g) **We** shall only be liable for loss arising at those **Premises** which are directly affected by the discovery in clause (a), the **Damage** in clause (b), or the occurrences or outbreak in clauses (c) to (e);
- (h) **We** shall not be liable under this Extension for any costs incurred in the cleaning, repair, replacement, recall or checking of the **Premises** or any **Insured Property** at the **Premises**;
- (i) **Our** liability under this Extension in respect of all occurrences during the **Policy Period** continues for the **Maximum Indemnity Period** or up to a limit of \$250,000 in the aggregate, whichever is the lesser.

For the purposes of this Extension:

- i. **Covered Disease** means Measles; Meningococcal infection/disease; Gastroenteritis; Legionellosis (Legionnaires Disease); Salmonellosis (Salmonella Infection); and Escherichia coli Infection, as defined (if so defined) in the Communicable Diseases Network Australia (**CDNA**) national surveillance case definitions published by the Australian Government Department of Health (or otherwise), as at the date of inception or renewal of this **Policy**, but in each case, excluding variations or mutations of those diseases (unless expressly included in the CDNA definitions).
- ii. **Maximum Indemnity Period** means the period during which the use of the **Insured Premises** shall be affected, beginning with the date and time from which the restrictions, closure or evacuation of the **Insured Premises** came into effect in the case of clauses (a) to (d), or in the case of clause (e), beginning with the date and time of the occurrence, and ending when the restrictions, closure or evacuation are no longer in effect, but not exceeding a maximum period of 3 months.
- iii. **Premises** means only locations stated in the **Schedule**; in the event that the **Policy** includes an extension that deems **Damage** at other locations to be **Damage** at the **Premises** such extension shall not apply to this Extension.

This Extension of cover is subject to General Exclusion 2: Communicable Diseases.

Optional Extensions of Cover

1. Additional claims preparation costs

If Additional Claims Preparation Costs is shown in the **Schedule**, then **We** will pay for costs incurred that are not otherwise recoverable for processing and certifying details of claims under the Property and Business Interruption cover sections up to an amount equal to the **Sum Insured** for Additional Claims Preparation Costs.

Conditions

1. Alternative Trading

If **You** sell goods or provide services elsewhere than at the **Premises** for the benefit of **Your Business** whether by **You** or by others on **Your** behalf, the money paid or payable in respect of such sales or services will be accounted for in arriving at **Gross Revenue**, if the applicable Basis of Settlement is **Gross Revenue**, during the **Indemnity Period**.

2. Payments on Account

In the event of loss, at **Our** discretion (after consultation with **You** and acting reasonably), and if requested by **You**, **We** may make payments on account during the **Indemnity Period**.

3. Professional Accountants

Any particulars or details contained in **Your** books of account or other business records that **We** might need to investigate any claim under this **Policy** may be produced by professional accountants that are regularly acting for **You** in that capacity at that time.

4. Underinsurance Deletion

If the **Sum Insured** shown in the **Schedule** for:

- (a) **Gross Profit**; or
- (b) **Gross Revenue**; or
- (c) **Weekly Revenue**,

has been calculated:

- (d) using a business interruption calculator approved by **Us**;
- (e) by using **Your** GST exclusive sales income figures from **Your** most recent 12 month Business Activity Statement; and
- (f) within 2 months of inception or renewal of the **Policy** and the results of the calculations at (d) and (e) are adopted as the **Sum Insured** and the calculations are held on file;

then the underinsurance provision in the Basis of Settlement clause will not apply.

Section 5 - Money

This **Policy** is a wholesale general insurance product. **We** will not be able to offer or issue this product to **You** if **You** are a retail client as defined in the *Corporations Act 2001* (Cth).

Definitions specific to this Section 5 – Money only

1. **Business Hours** means any period when the **Premises** is physically occupied by **You** or an **Employee** entrusted with **Money** for the purposes of **Your Business**.
2. **Crime** means taking of **Money** with the intent to permanently deprive **You** of it.

Insuring Clause

If this Section is shown in the **Schedule** as being covered, **We** will pay up to the applicable **Sum Insured**, less the **Excess**, for loss of **Your Money** and **Money** connected with **Your Business** during the **Policy Period** that is:

1. in **Buildings** at the **Premises** (including outside of **Business Hours** if in a securely locked safe or strongroom);
2. in the home of any principal or authorised **Employee**;
3. in a bank's night safe; or
4. in transit in the custody of any principal or authorised **Employee**, or of an approved security carrier.

The maximum **We** will pay for loss of **Money** in **Buildings** at the **Premises** outside of **Business Hours** (that is not in a securely locked safe or strong room) is the **Sum Insured** shown in the **Schedule** for "**Money** on premises outside of business hours whilst not in a securely locked safe or strongroom".

When loss of **Money** is covered by this Section, **We** will also pay the following costs (up to the applicable **Limits**). Unless stated otherwise, the amounts payable are included in the **Sum Insured** for **Money**.

1. Rewards

We will pay for a reward, up to 10% of the value of a claim under this Section, for information leading to a conviction in respect of loss or damage to **Money**.

2. Replacement of Locks or Electronic Security Systems

We will pay the costs incurred as a result of the necessary replacement or adjustment of locks or electronic security systems at the **Premises** following loss covered by this Section or accidental loss of keys or access cards. The maximum **We** will pay under this Extension is \$10,000 for any one loss and is payable in addition to the **Sum Insured**.

3. Temporary Protection

The cost of temporary repairs and, or the employment of security guards to safeguard the **Premises**, up to a limit of \$10,000 for any one loss.

Extensions

Cover under this Section is extended as follows and, unless otherwise stated, will be paid from the **Sum Insured**.

1. Bank and Public Holidays Extension

The **Sum Insured** for **Money** is automatically increased by 100% on days that are gazetted bank or public holidays. This increase will apply up until bank closing time on the next business day after such holiday. This Extension does not apply to **Money** outside of **Business Hours** if it is not in a securely locked safe or strongroom and is not cumulative with Extension 6. Seasonal Increase (below).

2. Clothes and Personal Effects

We will cover any damage to clothing or personal effects that occurs during theft or attempted theft of **Money**, up to a maximum of \$10,000 for any one loss.

3. Damage to Safes and Strongrooms

In addition to the **Sum Insured** for **Money**, **We** will pay up to \$10,000 for damage to safes or strong rooms as a result of theft or attempted theft of **Money**.

4. Death Benefit

We will pay \$10,000 to the estate of any person who sustains an injury while safeguarding **Money** and subsequently dies due to those injuries within 12 months. This benefit will be paid in addition to the **Sum Insured**.

5. Employee Dishonesty

We will pay for the loss of **Money** resulting from a **Crime** committed by an **Employee**, either acting alone or in collusion with others, provided that the loss:

- (a) occurs during the **Policy Period**; and
- (b) is discovered within 45 days of its occurrence.

Exclusion 1. of this Section does not apply to this Extension.

The maximum **We** will pay under this Extension is \$5,000 for any one loss payable in addition to the **Sum Insured**. However, if **You** are also insured under Section 3 – Theft, the benefits payable for employee dishonesty are not cumulative.

6. Seasonal Increase

We will increase the **Sum Insured** for **Money** by 50% for losses occurring during the **Seasonal Increase Period**. This Extension does not apply to **Money** outside of **Business Hours** if it is not in a securely locked safe or strongroom and is not cumulative with Extension 1. Bank and Public Holidays.

7. Temporary Cover For New Premises

The cover under this Section will be extended for any new location, provided that:

- (a) **You** provide **Us** with full details of the new location within 90 days of when **You** first acquire an insurable interest in the new location;
- (b) the new location has similar security protection features to that of any **Premises**;
- (c) **We** will not pay more than 50% of the highest **Limit** for **Money** for any **Premises** on the **Schedule**; and
- (d) the cover will be effective from the date of acquisition or completion or from the date that **You** first acquire an insurable interest, whichever is the sooner, and will end at the earliest of when:

- i. **We** agree (such agreement not to be unreasonably withheld, delayed or conditioned) to add such new location to this **Policy**;
- ii. 90 days pass from the date of acquisition or completion; or
- iii. this **Policy** expires.

We may charge additional premium from the date of acquisition or completion.

Exclusions

This Section 5 does not cover loss that is directly or indirectly caused by or arising from:

1. acts of fraud or dishonesty by any **Employee** or authorised representative or agent of the **Insured** or any other person to whom **You** entrust **Money**;
2. a safe or strongroom being opened by the use of a key or combination code through the key or combination having been left at the **Premises** outside **Business Hours**; or
3. unexplained disappearance, inventory shortage, misfiling or misplacing of information.

Section 6 - Goods in Transit

Definitions specific to this Section 6 – Goods In Transit only

1. **Damage** means actual (not threat or fear of), sudden and accidental physical damage, destruction or loss.
2. **In Transit** means being carried by land, sea or air from the time the **Insured Property** is loaded to the time they are unloaded at their destination including:
 - (a) loading and unloading; and
 - (b) while being temporarily stored but still during their carriage.

Insuring Clause

If this Section is shown in the **Schedule** as being covered, **We** will provide cover against:

1. **Damage to Insured Property** while in or on any road vehicle operated by **You** or hauliers or by parcel post or by rail; and
2. Reasonably incurred expenses to:
 - (a) transfer the **Insured Property** to another road vehicle and the delivery to the original destination or return to the place of despatch as a result of fire, collision or overturning of any road vehicle operated by **You**;
 - (b) reload on to any road vehicle operated by **You** any **Insured Property** that has fallen from such vehicle;
 - (c) the removal of debris and site clearance as a result of **Damage to Insured Property**,while **Insured Property** is **In Transit** within Australia.

Exclusions

This Section 6 of the **Policy** does not cover:

1. Loss that is directly or indirectly caused by or arising from:
 - (a) depreciation, delay, inadequate documentation, consequential loss;
 - (b) wear and tear, breakdown of refrigeration, defective packing, mildew, vermin, contamination;
 - (c) the carriage of explosives or other dangerous goods;
 - (d) the carriage of livestock, gold or silver articles, precious metals or stones, jewellery, watches, furs, wines, spirits, tobacco, cigars and cigarettes, television sets, DVD players and recorders, digital television decoders, audio equipment, computers, computer games consoles and the like, non-ferrous metals and scrap, stamps, stamp collections, or bonds; or
 - (e) **Money**.
2. **Damage** to containers, trailers or demountable vans or the like used when **Insured Property** is **In Transit**.

Conditions

1. Alarms and Immobilisers

Any alarm or immobiliser system installed on vehicles used by **You** for **Insured Property In Transit** will be serviced and maintained by a qualified person and no alterations to the system will be made without **Our** prior approval (which shall not be unreasonably withheld, delayed or conditioned).

2. Security

Whenever a vehicle operated by **You** that is carrying **Insured Property** is unattended it will be protected as follows:

- (a) during any time that the vehicle is being worked by its driver, all doors and windows and other means of access will be securely fastened and locked;
- (b) at all times when the vehicle is not being worked by its driver;
 - i. all doors and windows and other means of access will be securely fastened and locked and any alarm and immobiliser will be switched on and made fully operational, and
 - ii. either garaged in a securely locked building or placed in a compound that has secure walls and/or fences and securely locked gates or in a guarded security park.

Section 7 - General Property

Definitions specific to this Section 7 – General Property only

1. **Damage** or **Damaged** means actual (not threat or fear of), sudden and accidental physical damage, destruction or loss.
2. **Specified Items** means property that is specifically described on the **Schedule**.
3. **Unspecified Items** means property which is not a **Specified Item**.

Insuring Clause

If this section is shown in the **Schedule** as being covered, **We** will pay for the cost of repairing or replacing **Specified Items** or **Unspecified Items** used in **Your Business** that are **Damaged** during the **Policy Period** anywhere in the world up to the applicable **Sum Insured**, less the **Excess**.

The maximum **We** will pay for each **Specified Item** will be its **Sum Insured**. The maximum **We** will pay for each **Unspecified Item** will be \$2,500.

The maximum **We** will pay during the **Policy Period** for all claims in respect of **Unspecified Items** is the **Sum Insured**.

Extensions

Theft of other equipment

We will cover **You** for theft of any property not belonging to **You** but in **Your** physical or legal control for use in the course of **Your Business** that occurs during the **Policy Period** anywhere in the world. This Extension does not cover theft committed by any member of **Your** family or by any of **Your Employees** or committed by any person whilst lawfully at **Your Premises**.

No cover will be provided under this Extension unless the property was:

1. locked in a building or any part of the building and the theft followed violent and, or forcible entry to the building or that part of the building;
2. kept in **Your** home or the home of **Your Employee** who **You** have authorised to have custody and control of the property. However, **We** will not cover any theft by a tenant;
3. permanently secured to a building or vehicle and theft followed violent and, or forcible removal of the property;
4. in a locked vehicle and the theft followed violent and, or forcible entry to the vehicle;
5. secured in a vehicle by a steel chain having a link diameter of 10mm or greater and a padlock; or
6. stolen as a consequence of armed hold-up or the threat or perceived threat of physical violence.

We will not pay more than \$2,000 under this Extension in any one **Policy Period**.

Exclusions

This Section 7 does not cover loss that is directly or indirectly caused by or arising from:

1. moths, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, change in flavour texture or finish, smut or smoke from industrial operations (other than sudden and unforeseen **Damage** as a result);

2. wear and tear, fading, scratching or marring, gradual deterioration or developing flaws, normal upkeep or making good;
3. faulty materials or faulty workmanship;
4. fraudulent or dishonest acts, fraudulent misappropriation, embezzlement, forgery, counterfeiting data corruption, unauthorised amendment of data and erasure by electronic or nonelectronic means, involving the **Specified Items** and/or **Unspecified Items**, by **You** or any **Employees(s)** acting alone or in collusion with any other person(s); or
5. mechanical, hydraulic, electrical breakdown or electronic failure or malfunction.

This Section 7 does not cover **Damage** to the following property:

1. watercraft, aircraft, vehicles, motorcycles, trailers or caravans, including accessories and spare parts whilst attached to or within the watercraft, aircraft, vehicle, motorcycle, trailer or caravan.

Section 8 - Machinery Breakdown

Definitions specific to this Section 8 – Machinery Breakdown only

1. **Breakdown** means sudden and unforeseen physical destruction or damage of any part of a machine whilst in use as a result of mechanical or electrical defects in the machinery or failure or fluctuation of the power supply causing sudden stoppage that needs repair or replacement before it can resume working.

Breakdown does not mean damage resulting from any external cause.

2. **Machinery and Plant** means electrical, mechanical, pressurised or hydraulic machinery along with associated controls belonging to **You**, or that **You** are responsible for or have assumed the responsibility to insure, but does not include:
 - (a) part of a boiler or fired vessel or electric steam generator that does not contain steam or water;
 - (b) insulating or refractory material;
 - (c) non-metallic vessels, equipment, machines and apparatus, including their glass lining and non-metallic parts;
 - (d) glass linings of vessels, equipment, machines and apparatus;
 - (e) piping, vessels or electrical cables, not enclosed in conduit, buried directly in the ground;
 - (f) sewer piping;
 - (g) sprinkler system piping or water piping other than:
 - i. feedwater piping between any steam boiler and its feed pumps or injectors;
 - ii. steam boiler condensate return piping; or
 - iii. metal water piping interconnecting vessels forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating;
 - (h) part of an unfired pressure vessel that is not under pressure or internal vacuum.

Insuring Clause

If this Section is shown in the **Schedule** as being covered, **We** will pay for the repair or replacement of **Machinery and Plant** following sudden and accidental **Breakdown** during the **Policy Period** and subject to the **Limit**, less the **Excess**.

Extensions

Any amounts payable under the following Extensions apply in addition to the **Limit** shown in the Schedule.

1. **Expediting Expenses**

We will pay the reasonable costs incurred for temporary repairs, overtime, express freight or hiring of temporary plant up to a limit of \$25,000, however, such costs must be incurred only as a result of **Breakdown** of **Machinery and Plant** covered under this Section 8.

However, this Extension of cover does not include:

- (a) air freight specifically chartered for the sole purpose of conveying the damaged **Machinery and Plant** part or hired **Machinery and Plant**;
- (b) any repairs or replacement of hired or loan plant;
- (c) expenses for overseas specialists or consultants to carry out or supervise repairs; or

(d) overtime charges exceeding 50% of the cost of carrying out the repairs at ordinary rates.

2. Increased Cost of Working

Where **Breakdown** causes interruption to the normal operation of **Machinery and Plant**, **We** will pay **Your** necessary costs for the use of a substitute machine apparatus during the period of interruption but only after deducting the amount **You** would have incurred to maintain normal **Business** operations.

For the purpose of this Extension only:

- (a) cover will start 24 hours after the **Breakdown** and continue for a maximum of 30 days only;
- (b) the maximum **We** will pay will be the greater of \$5,000 or the amount shown for **Increased Cost of Working** under this Section in the **Schedule**; and
- (c) the Basis of Settlement will be in accordance with the Basis of Settlement set out in Section 4 (Business Interruption) of this **Policy**.

3. Insulating Oil or Refrigeration Costs

Cover under this Section is extended to include, up to a maximum of \$5,000, the cost to replace:

- (a) insulating oil from transformers or capacitors; and/or
- (b) liquids or refrigerant gas from air-conditioning or refrigeration units.

These costs must occur as a result of damage following **Breakdown**.

However, this Extension does not cover loss of gas or liquid resulting from leakage from glands, seals, gaskets, joints, or from fatigue fractured pipes.

Optional Extension

Deterioration of Stock

We will pay up to the amount shown in the **Schedule** for Deterioration of Stock for damage to refrigerated **Stock** at the **Premises** as a result of contamination, deterioration or putrefaction caused by:

1. a change in temperature as a result of:
 - (a) sudden and accidental **Breakdown** of the refrigerator;
 - (b) non-operation of any thermostatic or automatic controlling devices of the refrigerator; or
 - (c) accidental failure of the public supply of electricity; or
2. refrigerant fumes escaping from the refrigerator.

If the **Sum Insured** is not otherwise exhausted for Deterioration of Stock, **We** will also pay the costs reasonably incurred in the necessary transfer of refrigerated **Stock** to an alternative cold store.

Basis of Settlement

In the event of damage to **Machinery and Plant** covered under this Section, the basis for the amount payable will be calculated as the cost of:

1. where **Machinery and Plant** is destroyed or lost, its replacement by similar property in a condition equal to but not better than its condition when new; or
2. where **Machinery and Plant** is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better than its condition when new.

Subject to the following Special Provisions:

1. The work of reinstatement must be commenced and carried out within a reasonable time and no payment will be made that is associated with an unreasonable delay.
2. When any **Machinery and Plant** is lost or damaged in part only, the amount that **We** will pay will not exceed the amount that **We** could have been called upon to pay for reinstatement if the **Machinery and Plant** had been wholly destroyed.
3. No payment beyond the amount that **We** would have paid under this Section without this Special Provision will be made until the cost of reinstatement has actually been incurred.

Exclusions

This Section does not cover:

1. damage caused by faulty, inadequate or defective installation;
2. wear and tear, fading, scratching or marring, gradual deterioration or developing flaws, normal upkeep or making good;
3. damage for which a supplier contractor or repairer is responsible either by law or under contract;
4. damage caused by failure of **Machinery and Plant** to perform in accordance with plans or specifications;
5. damage caused by freezing caused by or resulting from weather conditions;
6. damage arising out of the willful act or gross negligence of **You** or **Your** representatives;
7. the cost of complying with building regulations or local authority or statutory requirements:
 - (a) relating to undamaged property or undamaged portions of property; or
 - (b) under which notice has been served prior to the damage.
8. damage to **Machinery and Plant** over 20 years of age;
9. damage to boilers, cooling towers, air-conditioning chiller sets, diesel generators, elevator motor equipment, inclinator motor equipment or lift motor equipment where a formal scheduled and preventative maintenance inspection and testing contract is not in place.
10. damage from any extraneous cause;
 - (a)

Section 9 - Public and Products Liability

Definitions specific to this Section 9 – Public and Products Liability only

1. **Advertising Liability** means any unintentional:
 - (a) libel, slander, defamation, infringement of copyright, or passing off of title or slogan;
 - (b) piracy, unfair competition, idea misappropriation; or
 - (c) invasion of privacy;committed or alleged to have been committed during the **Policy Period** caused by or arising out of **Your** advertising activities.
2. **Aggregate Liability** means **Our** maximum liability under this Section for the **Policy Period**.
3. **Aircraft** means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.
4. **Business (for the purposes of this Section 9 only)** means **Your Business** as specified in the **Schedule** and all activities incidental to the conduct of **Your Business** including:
 - (a) the ownership and occupation of **Premises** by **You**;
 - (b) the provision or management of canteen, social, sports, welfare or childcare services or activities for **Your Employees** or **Workers**; and
 - (c) first aid, fire and ambulance or emergency services provided by **You** for the benefit of **Employees** or **Workers**.
5. **Compensation** means **Money You** are required to pay following judgement or settlement including legal costs and expenses (other than those referred to in Insuring Clause 2. Defence Costs and Expenses in this Section) for:
 - (a) **Personal Injury**;
 - (b) **Property Damage**; or
 - (c) **Advertising Liability**,that this Section applies to.
6. **Defence Costs** means all reasonable legal costs and expenses incurred by **Us** or by **You** with **Consent**:
 - (a) in investigating, settling, defending or appealing a claim against **You** that this Section applies to; and
 - (b) for **Your** legal representation at any coronial inquest or other fatal accident inquiry.
7. **Employment Practices** means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination in respect of employment or prospective employment by **You**.
8. **Occurrence** means an event or series of events that results in **Personal Injury**, **Property Damage** or **Advertising Liability** that **You** did not expect or intend. All **Personal Injury** or **Property Damage** happening during the **Policy Period** attributable to one source or original cause or to the same general conditions, shall be deemed to be one **Occurrence**.

With respect to **Advertising Liability**, any claim involving the same injurious material or act, regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants, shall be deemed to arise out of one **Occurrence**.
9. **Personal Injury** means bodily injury, death, illness, disability, shock, fright, mental anguish or mental injury.
10. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste. Waste includes but is not limited to material to be recycled, reconditioned or reclaimed.

11. **Product** means anything (including any component, packaging or container of or for such thing) after it has ceased to be in **Your** possession or control that 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 **Product** includes anything (including any component, packaging or container of or for such thing) which by operation of law of Australia **You** are deemed to have manufactured.
12. **Property Damage (for the purposes of this Section 9 only)** means:
 - (a) physical damage to, destruction of or loss of tangible property including any resulting loss of use; or
 - (b) loss of use of tangible property that has not been physically damaged, lost or destroyed, as long as such loss of use is caused by physical damage to other tangible property.
13. **Territory** means
 - (a) anywhere in the world except the United States of America, Canada and their respective protectorates and territories.
14. **Vehicle** means any type of machine on wheels or on caterpillar tracks made or intended to be self-propelled by mechanical power.
15. **Watercraft** means any vessel, craft or thing made or intended to float on or in or travel on, through or under the water.
16. **Worker** means any person employed by You or deemed to be employed by You pursuant to any **Workers' Compensation Law**.
17. **Workers' Compensation Law** means any law relating to the compensation of **Workers** for **Personal Injury**.
18. **"You", "Your", "Yours" and "Insured" (for the purposes of this Section 9 only)** means:
 - (a) The person(s) or entity/ies identified as **Insured** in the **Schedule**;
 - (b) any subsidiary companies of the **Insured** named in the **Schedule**;
 - (c) any new entity that **You** acquire during the **Policy Period** through consolidation, merger, purchase of the assets of or assumption of control and active management or creation, provided that:
 - i. such acquisition is notified to **Us** in writing within 30 days;
 - ii. **We** give notice in writing to **You** that the new entity will be covered by the **Policy** (such notice not to be unreasonably withheld, delayed or conditioned); and
 - iii. **You** pay any additional premium that **We** require in respect of the new entity;
 - (d) any director, officer, or **Worker**, but only whilst acting within the scope of their duties in such capacity;
 - (e) the officers, committee and members of any canteen, social and/or sporting clubs, first aid, fire and ambulance services formed with **Your** consent in their respective capacities as such;
 - i. every principal of the **Insured** named in the **Schedule** and of any other entities as defined in clauses 17(b) and 17(c) of this Section in respect of the principal's liability to third parties caused by the performance by or on behalf of the **Insured** named in the **Schedule** and of any other entity as defined in clauses 17(b) and 17(c) of this Section of any written contract or agreement for the performance of work for such principal, but only to the extent required by such contract or agreement and in any event only for such coverage and **Limits** as are provided by this **Policy**.

Insuring Clause

If this Section 9 – Public and Products Liability is shown in the **Schedule** as being covered, subject to the terms and conditions of this **Policy**, **We** will pay all sums that **You** become legally liable to pay as **Compensation** for:

1. **Personal Injury**;
2. **Property Damage**; or
3. **Advertising Liability**,

first happening during the **Policy Period** within the **Territory** as a result of an **Occurrence** in connection with the **Business**.

1. Limits of Liability

We will not pay more than the sum specified in the **Schedule** as the **Limit** for this Section 9 – Public and Products Liability for any one **Occurrence**. The **Aggregate Liability** for all **Occurrences** relating to liability for **Products** will not exceed the sum specified in the **Schedule**.

2. Defence Costs and Expenses

If **You** are liable to pay **Compensation** then **We** will pay **Defence Costs** in addition to the **Limit**, subject to the following provision:

- (a) We are not obliged to pay any Defence Costs or to defend any suit once the Limit has been exhausted;

3. Excess

Our liability to **You** under this Section only applies to the amount of **Defence Costs** and **Compensation** that exceeds the **Excess**.

Exclusions

This Section 9 does not cover liability for **Compensation** or **Defence Costs** that are directly or indirectly caused by or arising from:

1. Advertising Liability

- a. statements made at the direction of Insured knowing that they were illegal or false;
- (b) breach of contract, except for the misappropriation of advertising ideas contrary to an implied contract;
- (c) infringement of a trade mark, service mark or trade name, but this Exclusion does not apply to titles or slogans;
- (d) failure of products (including any **Product**), goods or services to conform with advertised or represented performance, quality, fitness or durability;
- (e) incorrect description of any good or product (including any **Product**); or
- (f) mistake in advertised price of products (including any **Product**), goods or services.

2. Aircraft

the ownership, operation or navigation of any **Aircraft** or hovercraft.

3. Aircraft Products

any **Product** incorporated into an **Aircraft** with **Your** knowledge connected with the safety, propulsion, navigation or flying capabilities of an **Aircraft**.

4. **Asbestos**

asbestos or materials containing asbestos.

5. **Contractual Liability**

any liability assumed by **You** under any contract, agreement or warranty, except to the extent that the liability would otherwise have been implied by law in the absence of such contract, agreement or warranty.

6. **Construction**

any construction, erection, demolition, alterations or additions to **Your Premises** where the cost of such work exceeds AUD\$500,000, unless **You** advise **Us** and obtain **Consent** before such works are commenced.

7. **Employment Liability**

(a) **Personal Injury** to any **Worker**;

(b) Any liability in respect of which **You** are, or would be entitled to, indemnity under any fund, scheme, policy of insurance or self-insurance required by any **Workers' Compensation Law** whether or not the fund, scheme, policy of insurance or self-insurance has been effected;

(c) any industrial award, agreement or determination where the liability would not have been imposed in the absence of the industrial award, agreement or determination; or

(d) any **Employment Practices**.

8. **Fines, Penalties and Damages**

finer, penalties, punitive, exemplary, liquidated or aggravated damages or multiplication of compensatory damages.

9. **Loss of Use**

loss of use of tangible property that has not been physically damaged, lost or destroyed as a result of:

(a) a delay in or lack of performance by **You** or on **Your** behalf of any contract or agreement; or

(b) the failure of **Products** or work performed by **You** to meet the level of performance, quality, fitness or durability warranted or represented by **You**.

Exclusion 9 b. does not apply to loss of use of other tangible property as a result of sudden and accidental physical loss, damage to or destruction of the **Products** or **Your** work after they have been put to use by any person or organisation other than **You**.

10. **PFAS**

Personal Injury or the cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any PFAS.

PFAS means any organic molecule, salt, free radical or ion, the composition of which includes at least one:

(a) perfluorinated methyl group (-CF₃); or

(b) perfluorinated methylene group (-CF₂-).

11. **Pollutants**

(a) the discharge, dispersal, release, seepage, migration or escape of **Pollutants**, including the cost of testing, monitoring, treating, detoxifying, removing, neutralising, containing or cleaning up **Pollutants**; and

(b) the cost of preventing the discharge, dispersal, release, seepage, migration or escape of **Pollutants**.

However, **We** will cover liability for **Personal Injury** or **Property Damage** arising from a sudden and identifiable event that **You** did not expect or intend that takes place in its entirety at an identifiable time and place and occurs outside of the United States of America, Canada and their respective protectorates and territories.

12. **Product Defect**

- (a) **Property Damage** to any **Products** attributable to any defect in them or their harmful nature or if they are not fit for their stated purpose or if they do not meet product safety requirements under Schedule 2 to the Competition and Consumer Act 2010 (Cth); or
- (b) any defect or deficiency in any **Products** that **You** were aware of or had reason to suspect at the time when they ceased to be in **Your** possession.

13. **Product Recall**

the withdrawal, recall, inspection, repair, adjustment, removal, replacement or loss of use of any **Product** or work completed by or for **You** and/or the withdrawal or recall of any property that the **Product** forms a part of.

14. **Product Guarantee**

any **Product** guarantee or warranty **You** give, however this Exclusion does not apply to legislative requirements concerning product safety and information.

15. **Professional Liability**

the rendering of or failure to render professional advice or service by **You** or any connected error or omission.

This Exclusion does not apply to:

- (a) the rendering of or failure to render medical advice or service by qualified medical practitioners, dentists, nurses and first aid attendants employed by **You**, but this does not apply to the provision of first aid on **Premises**; or
- (b) professional advice or service given by **You** for no fee.

16. **Property in the Insured's Care, Custody or Control**

Property Damage to property owned by **You** or otherwise in **Your** care, custody or control.

This Exclusion does not apply to:

- (a) **Premises** leased or rented to **You** or for which **You** have assumed the responsibility to insure;
- (b) **Your** directors', **Worker's** or visitors' personal property;
- (c) property, not owned by **You**, but in **Your** physical or legal control subject to a maximum of AUD\$250,000 for any one **Occurrence**; or
- (d) **Vehicles** (other than **Vehicles** owned or used by **You** or on **Your** behalf) in **Your** care, custody or control but only while such **Vehicles** are in a car park owned or operated by **You** other than for income or reward as a car park operator.

17. Silicosis

the actual, alleged, threatened or suspected presence, ingestion, inhalation or absorption of silicon dioxide (occurring in crystalline, amorphous/non-crystalline and impure forms), silica particles, silica dust or silica compounds or any mixture or combination of silica and other dust or particles.

18. Tobacco or Tobacco Products

Personal Injury sustained due to the inhalation or ingestion of, or exposure to:

- (a) tobacco or tobacco smoke; or
- (b) any ingredient or additive present in any articles, items or goods that contain or include tobacco.

19. Vehicles

the use of a **Vehicle** that **You** own or that is in **Your** physical or legal control:

- (a) that is required by law to be registered; or
- (b) in respect of which compulsory insurance is required by virtue of any legislation.

However, this Exclusion does not apply to:

- (a) a **Vehicle** (other than a **Vehicle** owned or used by **You** or on behalf of **You**) while that **Vehicle** is in a car park owned or operated by **You** other than for income or reward as a car park operator;
- (b) a **Vehicle** being operated or used as a tool of trade by or for **You** within the boundaries of a job site;
- (c) **Personal Injury** or **Property Damage** occurring during the loading or unloading of a **Vehicle** caused by or arising from the collection or delivery of any goods from or to the **Vehicle** where such **Personal Injury** or **Property Damage** occurs beyond the limits of any carriageway or thoroughfare, and where applicable legislation does not require insurance against such liability;
- (d) **Personal Injury** or **Property Damage** caused by the use of any tool, plant or equipment forming part of or attached to or used in connection with any **Vehicle** and where applicable legislation does not require insurance against such liability;
- (e) **Personal Injury** where the insurance required by virtue of any legislation does not provide indemnity, and the lack of indemnity is not due to a breach of legislation relating to **Vehicles**; or
- (f) accidental or erroneous failure to maintain such statutory insurance.

20. Watercraft

the ownership, operation or navigation of any **Watercraft** exceeding 15 metres in length while on, in or under the water.

However, this Exclusion does not apply to **Watercraft** that **You** do not own or operate but that **You** use for **Business** entertainment purposes.

Conditions

Right to defend, assistance and **Your** co-operation

- (a) When an **Occurrence** is covered under this **Policy**, **We** can, if **We** decide to (acting reasonably), defend any suit against **You** seeking **Compensation** or reimbursement of expenses for an **Occurrence** and to bring any cross claim in **Your** name even if any of the allegations of the suit are groundless, false or fraudulent, and can investigate and settle any claim or suit as **We** deem fit or expedient (acting reasonably); but **We** are not obligated to pay any claim or judgment or to defend any suit after **Our Limit** under this **Policy** in respect of the claim has been exhausted.

- (b) If the cost of any **Occurrence** and **Defence Costs** and expenses are not likely to exceed the **Excess**, **We** can elect not to defend the suit. In these circumstances and, subject to the terms and conditions of this **Policy**, **You** are responsible for the handling and payment of the claim and its **Defence Costs** and expenses up to the amount of the **Excess**.
- (c) **You** must provide reasonable co-operation to **Us** and comply with the terms and conditions of this **Policy**, and assist as reasonably needed in enforcing any right to contribution or indemnity from any person, corporation or organisation.

Section 10 - Cyber

Definitions specific to this Section 10 – Cyber Liability only

1. **Accepted Program** means a computer program that has been fully developed, successfully tested and proved successful in an equivalent operational environment prior to release.
2. **Act of Cyber-Terrorism** means any act, including force or violence, or the threat thereof against a **Covered Computer System** by an individual or group(s) of individuals, whether acting alone, on behalf of or in connection with any organisation(s) or government(s), to cause **Unauthorised Use or Access** of or inflict a **Computer Malicious Act** for the purpose of furthering social, ideological, religious, economic or political objectives, intimidating or coercing a government or the civilian population, or disrupting any segment of the economy.
3. **Aggregate Limit of Liability** means the amount shown in the **Schedule** that is the total amount **We** will pay under this section if this section is shown as selected in the **Schedule** during the **Policy Period** regardless of the number of claims.
4. **Computer Malicious Act** means any malicious act committed against, malicious access to or hacking of a **Covered Computer System**, for the purpose of creating, deleting, taking, collecting, altering or destroying **Your Data** or services, without involving any physical damage to a **Covered Computer System**, telecommunications equipment or infrastructure. **Computer Malicious Act** includes a distributed denial of service attack or the introduction of malicious code, ransomware, cryptoware, virus, trojans, worms and logic or time bombs or any malware, programs, files or instructions of a malicious nature intended to disrupt, harm, impede access to, or in any other way corrupt the operation of a **Covered Computer System, Data**, or its software.
5. **Computer System** means computer hardware, software, firmware, and the **Data** stored on it, as well as associated mobile devices, input and output devices, **Data** storage devices, networking equipment and storage area network or other **Electronic Data** backup facilities, including supervisory control and data acquisition (**SCADA**) and incident command system (**ICS**) systems.
6. **Covered Computer System** means a **Computer System**:
 - (a) that **You** own, lease or operate; or
 - (b) that a third-party service provider operates on **Your** behalf under a written contract with **You**.
7. **Cyber Incident** means any actual or reasonably suspected **Computer Malicious Act, Human Error, Programming Error**, failure of **Network Security**, or **Unauthorised Use or Access** or any other threat or action against a **Covered Computer System**, that creates the need for **Incident Response Expenses**.
8. **Cyber Incident Response Manager** means either the following:
 - (a) the individual designated by **Us** to coordinate the **Cyber Incident Response Team**; or

- (b) the individual or entity on **Our Pre-Approved Response Manager Panel** that **You** choose to coordinate the **Cyber Incident Response Team**.
9. **Cyber Incident Response Team** means the entities engaged by the **Cyber Incident Response Manager** to provide services described under the **Incident Response Expenses** definition in this Section of the **Policy**.
10. **Data** means any information, facts or programs stored, created, used, or transmitted on any hardware or software. **Data** includes any information or programs that allow a computer and any of its accessories to function, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media that are used with electronically controlled equipment or other electronic backup facilities. **Data** is not the actual hardware or tangible property.
11. **Human Error** means an operating error or omission, including the choice of the program used, an error in setting parameters or any inappropriate single intervention by an Employee or a third-party providing services to You, which results in a loss, alteration or destruction of Your Data.
12. **Incident Response Expenses** means those reasonable and necessary expenses:
- (a) to retain incident response management services for the purpose of coordinating a response to a **Cyber Incident**;
 - (b) to retain the services of a third-party computer forensics firm to determine the cause and scope of a **Cyber Incident**;
 - (c) to comply with consumer notification provisions of **Privacy Regulations** in the applicable jurisdiction, but only to the extent that such compliance is required because of a **Cyber Incident**, including but not limited to:
 - i. retaining the services of a notification or call centre support service; and
 - ii. retaining the services of a law firm to determine the applicability of and actions necessary to comply with **Privacy Regulations**;
 - (d) to retain a legal or regulatory advisor to handle and respond to any inquiries by any government agency, or functionally equivalent regulatory authority, alleging the violation of **Privacy Regulations**, including communicating with such government agency or functionally equivalent regulatory authority to determine the applicability and actions necessary to comply with **Privacy Regulations**, but not the costs to actually appear or defend **You** at a **Regulatory Proceeding**;
 - (e) to retain the services of a public relations firm, law firm or crisis management firm for advertising or related communications solely for the purpose of protecting or restoring Your reputation as a result of a **Cyber Incident**;
 - (f) to retain the services of a law firm solely to provide a preliminary legal opinion and advice as to **Your** rights and options with regards to the legal issues that arise as a result of the **Cyber Incident**, including determining **Your** potential indemnification rights under vendor contracts and preparing for and mitigating potential third party litigation;
 - (g) to retain the services of a licensed investigator or credit specialist to provide up to one year of fraud consultation to the individuals whose **Personal Data** has been wrongfully disclosed or otherwise compromised, and to retain a third

party identity restoration service for those individuals who have been confirmed by such investigator or specialist as victims of identity theft resulting solely and directly from the **Cyber Incident**;

- (h) for credit monitoring, identity theft monitoring, social media monitoring, credit freezing, fraud alert service or other fraud prevention software for those individuals whose **Personal Data** was wrongfully disclosed or otherwise compromised directly as a result of the **Cyber Incident**; and
- (i) with **Our Consent**:
 - i. to voluntarily notify individuals whose **Personal Data** has been wrongfully disclosed or otherwise compromised, including retaining a notification service or call centre support service; and
 - ii. any other reasonable and necessary expenses.

Incident Response Expenses shall not include:

- (j) costs or expenses incurred to update or otherwise improve privacy or network security controls, policies or procedures to a level beyond that which existed prior to the Cyber Incident or to be compliant with **Privacy Regulations**;
- (k) taxes, fines, penalties, injunctions, or sanctions;
- (l) **Regulatory Fines**;
- (m) **Your** wages, salaries, internal operating costs or expenses, or fees; or
- (n) costs to respond to, commence or defend third party litigation related to the **Cyber Incident**.

13. **Insured Person** means:

- (a) any past, present or future principal, partner, officer, director, trustee, supervisory board member, **Employee of You** while acting on **Your** behalf or at **Your** direction and control;
- (b) **Your** independent contractors, who are **Natural Persons**, whilst performing duties on **Your** behalf.

The term **Insured Person** does not include any auditor, receiver, liquidator, administrator, trustee in bankruptcy, mortgagee in possession or the like or any employees of such person.

14. **Malicious Use or Access** means the prohibited, unlawful and unauthorised entry to, use or access of a **Covered Computer System**.

15. **Natural Person** means an individual who can be identified by specific reference to an identifier such as a name, national identification number or other government issued identification number, location data, an online identifier such as an internet protocol (IP) address, or by one or more factors specific to the physical, cultural or social identity of that individual.

16. **Network Security** means those activities **You**, or third parties on **Your** behalf, undertake or implement to protect against **Computer Malicious Acts** or **Unauthorised Use or Access**.

17. **Personal Data** means:
- a. **Natural Person's** name, national identity number or national insurance number, medical or healthcare data, other protected health information, driver's licence number, state identification number, credit card number, debit card number, address, telephone number, email address, account number, account histories, or passwords; and
 - b. any other protected personal information as defined in **Privacy Regulations**, in any format.
18. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, asbestos, asbestos products or waste (waste includes materials to be recycled, reconditioned or reclaimed).
19. **Pre-Approved Response Manager Panel** means the list of firms on **Our** pre-approved incident manager list.
20. **Privacy and Network Security Claim** means:
- (a) a demand against You for monetary or non-monetary **Damages**;
 - (b) a civil proceeding against **You** seeking monetary **Damages** or non-monetary or injunctive relief, commenced by the service of a claim or similar pleading;
 - (c) an arbitration proceeding against **You** seeking monetary **Damages** or non-monetary or injunctive relief; or
 - (d) a **Regulatory Proceeding**.
21. **Privacy Regulations** means regulations applying to the care, collection, custody, control, use, or disclosure of **Personal Data**, including **Data** that is regulated by the *Privacy Act 1988 (Cth)*.
22. **Programming Error** means an error that occurs during the development or encoding of a program, application or operating system that would, once in operation, result in a malfunction of the **Computer System** and/or an interruption of operation and/or an incorrect result.
- Programming Error** does not include integration, installation, upgrade or patching of any software, hardware or firmware on a **Covered Computer System** unless **You** can evidence that the **Programming Error** arises from an **Accepted Program**.
23. **Regulatory Fines** means any civil monetary fine or penalty imposed by a government or regulatory body, including an official governmental entity in such entity's regulatory or official capacity pursuant to its order under a **Regulatory Proceeding**.
24. **Regulatory Proceeding** means a request for information, demand, suit, civil investigation or civil proceeding by or on behalf of a government agency, commenced by a service of a complaint or similar pleading alleging the violation of **Privacy Regulations**.

Additionally, **Regulatory Proceeding** does not include any action, proceeding or suit, or the portion of any action, proceeding or suit, that is based on or related to a criminal violation of **Privacy Regulations**.

25. **Unauthorised Use or Access** means the entry or access to a **Covered Computer System** by an unauthorised party or individual, including an **Employee** or authorised party exceeding authority.
26. **Wrongful Act** means an actual or alleged **Malicious Use or Access**, or **Cyber Incident**.
27. **“You”, “Your”, “Yours” and “Insured” (for the purposes of this Section 10 only)** means the person(s) or entity/entities identified as **Insured** in the **Schedule** and any **Insured Person**.

Insuring Clause

If this section is shown in the **Schedule** as being covered, **We** will pay for **Incident Response Expenses** on **Your** behalf as a result of a **Cyber Incident** discovered during the **Policy Period** and reported to **Us** as specified in the terms of this **Policy**.

Exclusions

We will not be liable for loss as a result of any claim:

1. Business Interruption
alleging, arising out of, or attributable to the interruption of **Your Business**, including, but not limited to net profits.
2. Conduct
directly or indirectly caused by, arising out of or connected with any dishonest, fraudulent, criminal, malicious or intentional act or omission, or any wilful violation of any statute, rule, or law, by an **Insured Person**, if an admission, final adjudication or finding establishes that such act, omission or violation occurred.
Conduct committed by one **Insured Person** shall not be imputed to any other **Insured Person**.
3. Fees
alleging, based upon, arising out of or attributable to any fees, expenses, or costs paid to or charged by **You**.
4. Force Majeure
alleging, based upon, arising out of or attributable to fire, smoke, explosion, lightning, wind, **Flood**, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused.
5. Infrastructure Outage
alleging, based upon, arising out of or attributable to any electrical or mechanical failure or interruption, electrical disturbance, surge, spike, brownout, blackout, or outages to electricity, gas, water, telecommunications or other infrastructure.
However, this Exclusion shall not apply to failures, interruptions, disturbances or outages of telephone, cable or telecommunications systems, networks or infrastructure, under an **Insured’s** operational control, which is a result of **Computer Malicious Act, Unauthorised Use or Access**, or a failure of **Network Security**.
6. Pollution
alleging, based upon, arising out of or attributable to the actual, alleged or threatened discharge, release, escape, seepage, migration, or disposal of **Pollutants**, or any direction, formal mandate or request that any Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**, or any voluntary decision to do so.

7. Prior Knowledge

alleging, based upon, arising out of or attributable to a **Wrongful Act** actually or allegedly committed prior to the beginning of the **Policy Period** if, on or before the earlier of the effective date of this **Policy** or the effective date of any **Policy** issued by **Us** of which this **Policy** is a continuous renewal or a replacement, the **Insured** knew or reasonably could have foreseen that the **Wrongful Act** did or could lead to any loss.

8. War

alleging, based upon, arising out of or attributable to war, invasion, acts of foreign enemies, **Terrorism**, hostilities or warlike operations (whether war is declared or not), strike, lock-out, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

However, this exclusion shall not apply to an **Act of Cyber-Terrorism** that results in a claim.

9. Wear and Tear

alleging, based upon, arising out of, or attributable to the ordinary wear and tear or gradual deterioration of a **Covered Computer System** or **Data**, including any data processing media.

10. Governmental Authority Intervention

alleging, based upon, arising out of, or attributable to any action of a public or governmental authority, including the seizure, confiscation or destruction of **Covered Computer Systems** or **Data**.

Conditions

1. Allocation

In the event that any claim involves both covered matters and matters not covered under this **Policy** Section, a fair and proper allocation of any loss shall be made between **You** and **Us** (acting reasonably) taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this **Policy** Section.

2. Policy Limits

(a) The total amount payable by **Us** (including loss) under this Section will not exceed the sum of the applicable **Limit** and is subject to and will not exceed the **Aggregate Limit of Liability** shown in the **Schedule**.