



Business Insurance

Combined Product Disclosure Statement (PDS) and Financial Services Guide (FSG)

Effective Date: 1 June 2026





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INTRODUCTION

Product Disclosure Statement

About this Product Disclosure Statement (PDS)

This Product Disclosure Statement contains the Business Insurance **policy terms and conditions**. **You** should read it carefully before making a decision to purchase this product.

This PDS will help **you** to:

- Decide whether this product will meet **your** needs; and
- Compare this product with other products **you** may be considering.

The information contained in this Introduction and in Important Information is general information only. It is important **you** read **your** policy to ensure **you** have the cover **you** need.

Any terms in this PDS that are in bold are words that have a particular defined meaning. **You** should refer to the 'General Definitions' section of this document and the relevant **cover sections** to obtain the full meaning of such terms.

Headings have been included for ease of reference, but do not form part of the policy.

This PDS is made up of:

- this Introduction section.
- the Important Information section (beginning on page 4).
- the Policy Terms and Conditions (beginning on page 10).

PDS preparation date: 24 April 2026

FSG preparation date: 1 July 2026

Important Information if you are insuring a home building

In terms of the Corporations Act 2001 (Cth) **we** are required to provide a PDS if **you** are insuring a home **building** under the Property Protection **cover section** under this policy, or if **you** are purchasing the Theft or Money **cover sections** of this policy.

A home **building** means a **building** that is used or intended to be used primarily as a place of residence and includes a home **building** that is a commercial premise in which **you** may also live or of which **you** rent a part of the **building** for residential use. Note that if **you** only use the **building** for residential purposes, it cannot be insured under this policy.

Note that since the purpose of this policy is to cover certain **business** related exposures, in the event that **you** are insuring a home **building** under the sections mentioned above, the cover provided under those sections differs from the prescribed policy for domestic home **buildings** and **contents** insurance contained in the Insurance Contracts Regulations.

Updating this PDS

Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, a paper copy of the updated information will be available free of charge upon request, by contacting **your** broker or by contacting **us** using **our** contact details on the final page of this PDS.

Please note that **we** may also choose to issue a new or supplementary PDS in other circumstances.

IMPORTANT INFORMATION

About Blue Zebra

Blue Zebra Insurance Pty Ltd (**BZI**, (**we, us or our**) ABN 12 622 465 838, Australian Financial Services (AFS) Licence Number 504130, is an insurance underwriting agency and holds an AFS Licence to issue and provide general advice on general insurance products. From 1st January 2022 **BZI** is also authorised to provide claims handling and settling services.

BZI arranges and administers the policy. **BZI** acts under a binding authority for the **insurers** and not **you**.

About the insurers

This insurance is jointly underwritten, for their respective shares, by:

- Chubb Insurance Australia Limited (Chubb) of Level 38, 225 George Street, Sydney NSW 2000 (ABN 23 001 642 020, AFSL 239687);
- AIG Australia Limited (AIG) of Level 19, 2 Park Street, Sydney NSW 2000 (ABN 93 004 727 753, AFSL 381686);
- HDI Global Specialty SE (HDI), acting through its Australian branch, HDI Global Specialty SE – Australia of Level 19, 20 Martin Place, Sydney NSW 2000 (ABN 58 129 395 544, AFSL 458776)

(the **insurers**).

Chubb, AIG and HDI's obligations under this policy are several and not joint. Each of their obligations are limited to the extent of their respective share of the risk, and each insurer is not liable for each other's share if any insurer does not satisfy any part or all its obligations under this policy.

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 insurance provider; 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 apply for this policy

Throughout this document when **we** are referring to **your** insurance broker or adviser, **we** simply refer to them as **your** broker.

If **you** are interested in buying this product or have any inquiries about it, **you** should contact **your** broker who should be able to provide **you** with all the information and assistance **you** require.

If **you** are not satisfied with the information provided by **your** broker, **you** can contact **us** at the address or telephone number shown on the back cover of this document. However, **we** are only able to provide factual information or general advice about the product. **We** do not give advice on whether the product is appropriate for **your** personal objectives, needs or financial situation. Therefore, **you** should carefully read this document before deciding whether to purchase this product or not.

Our contract with you

You must pay **us** or **your** broker the agreed **premium** by the date due, to ensure there is cover under this policy. If **we** accept a claim under this policy, **you** will always need to pay **us** the **premium** due. **Your** policy is a contract of insurance between **you** and the **insurers** and contains all the details of the cover that **we** provide.

Your policy is made up of:

- The policy wording, which tells **you** what is covered, sets out the claims procedures, exclusions and other terms and conditions of cover;
- **Your** policy **schedule** issued by **us** for the relevant **period of insurance**. The policy **schedule** is a separate document unique to **you**, which shows the insurance details relevant to **you**. It includes any agreed changes, exclusions, terms and conditions made to suit **your** individual circumstances; and
- Any other written change otherwise advised by **us** in writing (such as an **endorsement** or a supplementary PDS). These written changes vary or modify the above documents.

This document is also the PDS for any offer of renewal **we** may make, unless **we** tell **you** otherwise. Please keep **your** policy documents in a safe place.

Unless stated otherwise in the policy, if there is more than one insured on the policy, then anything which any of the insureds says, does or omits to advise to **us**, applies to and affects the rights of all of the insureds.

Cooling-off Period

After **you** apply for (or renew) a **BZI** product and **you** have received the PDS, **you** have thirty (30) days to check that the policy meets **your** needs. Within this period **you** may cancel the policy and receive a full refund of any **premiums** paid (less any non-refundable government charges, taxes and levies that **we** have paid and are not recoverable), unless:

- **you** have made a claim under **your** policy; or
- **you** have exercised any right or power **you** have in respect of **your** policy or the policy has ended.

Your request needs to be provided to **us** via **your** broker or to the address shown on the back cover of this document.

How we determine your premium

The amount of **your** **premium** is determined by taking a number of different factors into account.

It is important for **you** to know that the **premium** varies depending on the information **we** receive from **you** about the risk to be covered by **us**. Based on **our** experience and expertise, **we** decide what factors increase **our** risk and how they should impact on the **premium**.

For this product the following are some of the factors that are taken into consideration when determining the appropriate **premium**:

- the nature of the **business**;
- the location of the insured address;
- **your** nominated **sum insured**;
- the **excess** **you** have chosen;
- whether **you** have chosen any optional covers or not;
- **your** claims history.

Your broker can arrange for **you** to be provided with a quote for a **premium**. **You** will need to give relevant personal details to **your** broker at this time to enable **us** to calculate **your** **premium**.

Another important thing to know is that **your** **premium** also includes amounts that take into account **our** obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Insurance Duty, Goods and Services Tax (GST) and Emergency Services Levy) in relation to **your** policy. These amounts will be set out separately on **your** policy **schedule** as part of the total **premium** payable.

Also, minimum **premiums** may apply. Any discounts or entitlements may be subject to rounding and only apply to the extent any minimum **premium** is not reached.

BZI may also add an agency fee to the **premium** that is charged, and this will be shown on **your** policy **schedule**. The agency fee will only be refunded when the policy is cancelled within the cooling-off period (see page 4) or where the cancellation is effective from the start of the **period of insurance**.

Terrorism and Cyclone Insurance Act

We have determined that this policy (or part of it) is a policy to which the Terrorism and Cyclone Insurance Act 2003 applies. **We** may reinsure part or all of **our** liability under the Terrorism and Cyclone Insurance Act 2003 with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC).

As a consequence, **we** may be required to pay a **premium** to the ARPC and that amount (together with the cost of that part of the cover provided by **us** and administrative costs associated with the legislation) is reflected in the **premium** charged to **you**. As with any other part of **our** **premium**, it is subject to Government taxes and charges such as GST, Stamp Duty and where applicable, Fire Service Levy.

For further information contact **BZI** or **your** broker.

Renewal

At least 14 days before the policy expires **we** will provide **you** a notice, offering **our** renewal terms, or explaining the reason for not renewing **your** policy. If **we** offer to renew **your** policy, **you** are not obliged to renew the policy with **us**. **We** recommend that **you** check the new amounts to make sure they continue to cover **your** needs.

If **your** nominated method of paying **your** premium is by direct debit, and **you** decide to renew this policy, then **we** will continue to debit **your** nominated bank account or credit card for the remainder of the **period of insurance**. If **you** pay **your** premium annually, **you** must pay the full amount by the due date shown on **your** renewal invitation in order for cover to continue into the renewed **period of insurance**.

This PDS (together with any amendments, updates or **endorsements** that **we** give **you** in writing) also applies for any offer of renewal **we** make, unless **we** tell **you** otherwise or provide **you** with a new updated PDS.

Your cooling-off period applies on each renewal. See 'Cooling-off Period' for details.

Each renewal is a separate contract and not an extension of the prior contract.

How to pay your premium

You must pay **your** premium via **your** broker by the due date shown on **your** policy schedule. If **your** premium is unpaid after the due date **we** may be entitled to reduce or refuse to pay a claim or cancel this policy.

Cancellation

You may cancel **your** policy at any time after the cooling-off period. **We** will refund to **you** a proportion of the **premium** for the unexpired **period of insurance** (less any non-refundable government charges, taxes and levies that **we** have paid and are not recoverable), provided that the cancellation date does not fall during the period of time referred to in the 'Cooling-off Period' section.

Any agency fee that has been added to the **premium** will only be refunded if the policy is cancelled within the cooling-off period or where the cancellation is effective from the start of the **period of insurance**.

We may cancel this policy by notice in writing for any reason available to **us** at law. **We** will refund to **you** a proportion of the **premium** for the unexpired **period of insurance** (less any non-refundable government charges, taxes and levies that **we** have paid and are not recoverable).

About making a claim

How to make a claim

If **you** need to make a claim under this policy, please contact **your** broker to assist **you** in lodging the claim with **us**.

Alternatively, if it is an emergency outside business hours or **you** would like to lodge the claim with **us** directly, please use one of the following methods to do so:

- phone **us** on 1300 171 535 or +61 2 8551 1915 (if dialling from overseas); or
- register **your** claim online at www.bzi.com.au/newclaim and **our** claims staff will contact **you**.

What you must do

As soon as **you** are aware of any circumstances that are likely to result in a claim that would be covered under this policy, **you** must:

- take any reasonable steps to reduce further damage and avoid any further loss (for example, turn off the water supply if there is a cold waterpipe leak);
- promptly inform the police if property is lost, stolen or subject to malicious damage or vandalism; and/or
- unless clearly impracticable, keep any damaged property for which **you** intend to make a claim (so that **we** may inspect it).

You or the claimant under this **policy** must reasonably assist **us** with managing the claim. This includes providing **us** with the information, co-operation and assistance that **we** reasonably require. That may include attending one or more interviews at our reasonable direction.

If **you** or the claimant under this policy fail to reasonably assist **us** with the claim, **we** may reduce or refuse to pay it.

What you must not do

If **you** believe that **you** are likely to make a claim that would be covered under this policy, **you** must not:

- incur any costs or expenses or carry out any repairs without **our** authority, except in the case of an emergency where **you** are required to prevent further loss or damage to **your** buildings and/or contents as a result of that emergency, in which case **we** give **you** the authority to arrange reasonable emergency repairs on **our** behalf;
- admit responsibility for any injury, loss, damage or destruction, if another person or their property is involved;
- make any false statements in connection with **your** policy or any claim **you** make;
- negotiate a reduced settlement with another person for loss or damage they have caused.

If **you** do not follow these steps, **we** can reduce any claim by an amount that fairly represents the extent to which **our** interests have been prejudiced.

After your claim is accepted

After **we** have paid a claim under **your** policy, either in total or in part, **we** have the right to take over any legal right of recovery which **you** or a claimant under this **policy** have. If **we** do this, it will be for **our** benefit and at **our** expense (if **you** have been fully reimbursed). **You** or **they** must provide **us** with reasonable co-operation. For example, **you** or **they** must not limit or restrict **your** rights of recovery against any third party without **our** prior written consent.

We have the right to keep any damaged property **we** have paid for under **your** policy, including any proceeds if the items are sold.

If **we** recover more than the amount **we** paid **you** or the claimant under this policy, **we** will pay **you** or them the balance after deducting any expenses incurred by **us** in undertaking the recovery.

If any person compensates **you** or them for the insured damage of any property for which **we** have paid a claim, **you** or they must reimburse **us** for that payment. **You** or they must do this promptly after the compensation payment is made.

Excesses

For each of the available covers, an **excess** may apply. An **excess** is not an additional fee charged by **us** at the time of making a claim. Rather, it is the uninsured first portion of a loss for which **you** are otherwise covered for under the policy's terms. Depending on the type of claim **you** make, and how **we** settle it, **you** may need to pay **us** the relevant **excess** amount towards **your** claim.

Details of the **excess** amounts and circumstances in which they will be applied are set out in the definition of **excess** and the relevant section of this PDS that explains the cover **we** provide.

If an **excess** applies to **your** claim, **you** will need to pay it to **us** when **we** request it, and no later than when **we** are finalising the processing of **your** claim.

The amount of any **excess** **you** will be required to pay will appear on **your** policy **schedule**.

Goods and Services Tax

Where **you** are registered as a **business** and have an Australian Business Number, **you** must advise **us** of **your** correct input tax credit percentage each time that **you** make a claim under this policy.

We will not indemnify **you** for any GST liability, fines or penalties that arise from or are attributable to **your** failure to notify **us** of **your** entitlement (or correct entitlement) to an input tax credit on the **premium**.

The **sum insured** values that **you** choose should exclude GST and all dollar amounts in this PDS are exclusive of GST unless stated otherwise.

In the event of a claim, if **you** are not registered for GST, **we** will reimburse **you** the GST component, in addition to the amount **we**

pay **you**. If **you** are registered for GST the amount that **we** are liable to pay under this policy will be reduced by the amount of any input tax credit that **you** are or may be entitled to claim for the supply of goods or services covered by that payment.

If **you** are unsure about the taxation implications of this policy, **you** should seek advice from **your** accountant or tax professional.

Privacy

How BZI manages your personal information

BZI complies with Australian privacy law, including the Privacy Act 1988 (Cth).

How we collect your details

We collect personal or sensitive information, about **you** ('**your details**') directly from **you** or **your** broker. **We** may also collect it from other third parties such as **our** agents and service providers, other insurers and insurance reference bureaus, 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, third parties who may be arranging insurance cover for a group that **you** are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

Before giving **us** personal information about another person, please make them aware of this privacy notice or refer that person to **our** Privacy Policy which is referred to below.

Why we collect, use and disclose your details

We collect, disclose and handle information, and in some cases personal or sensitive information, about **you** ('**your details**') to assess applications, administer policies, contact **you**, enhance **our** products and services and manage claims ('**purposes**'). If **you** do not provide **your** information, **we** may not be able to provide **you** with **our** services or do those things listed above. By providing **us**, **our** representatives or **your** broker with **your details**, **you** consent to **us** using, disclosing to third parties and collecting from third parties **your details** for the purposes.

Laws authorising or requiring **us** to collect information include the Insurance Contracts Act 1984, Corporations Act 2001, Autonomous Sanctions Act 2011, A New Tax System (Goods and Services Tax) Act 1999 and other financial services, crime prevention, trade sanctions and tax laws.

Who we may disclose your details to (including overseas disclosure)

We may disclose **your details** for the purposes noted above to relevant third parties including **your broker**, affiliates of **BZI**, the **insurers**, other insurers and reinsurers, **our** service providers, **our** business partners, health practitioners, **your** employer, parties affected by claims, people investigating or assisting **us** in claims, government bodies, regulators, law enforcement bodies and as required by law, within **Australia** and overseas.

BZI's Privacy Policy, available at www.bzi.com.au, provides further information and lists service providers, business partners and countries in which recipients of **your** details are likely to be located. It also sets out how **we** handle privacy complaints and how **you** can access or correct **your** details or make a complaint.

How the insurers manage your personal information

Your privacy and the security of **your** personal information is extremely important to the **insurers** of this policy. The **insurers** are committed to protecting the privacy of **your** personal information and handling it in a responsible manner in accordance with Australian privacy law, including the Privacy Act 1988 (Cth).

The **insurers** collect personal information when **you** deal with them, their agents and other companies in their business group, as well as suppliers that act on their behalf. The **insurers** use **your** personal information so that they can do business with **you**. That includes issuing and administering products and services and claims.

The **insurers** may send **your** personal information overseas. For more detail about how each insurer handles **your** personal information, please read their respective Privacy Policies at:

- Chubb www.chubb.com/au-en/footer/privacy.html
or email aulegal.privacy@chubb.com
- AIG aig.com.au/privacy-policy
or email privacy.manager@aig.com
- HDI www.hdi.global/en-au/legal/privacy/
or email au.privacy@hdi.global

It's up to **you** whether **you** provide **your** personal information to the **insurers**, but if **you** don't they might not be able to do business with **you**, and that could include paying a claim.

Complaints

If **you** have a complaint about this product or about a service **you** have received from **us**, please contact **your** broker to initiate the complaint with **us**. If **you** are unable to contact **your** broker, **you** can contact **us** directly on 1300 171 531 or via compliance.manager@bzi.com.au.

We will acknowledge receipt of **your** complaint within one (1) business day of receiving it from **you** or **your** broker, or as soon as practicable. Following acknowledgment, **we** will provide **you** with the name and relevant contact details of the person assigned to liaise with **you** about **your** complaint.

We will investigate **your** complaint and keep **you** informed of the progress of **our** investigation at least every ten (10) business days and will make a decision in relation to **your** complaint in writing within thirty (30) calendar days of receiving **your** complaint.

If **we** are unable to make a decision within this timeframe, **we** will provide **you** with a reason for the delay and inform **you** of **your** right to take **your** complaint to the Australian Financial Complaints Authority (**AFCA**) as detailed below, subject to its Rules.

You may also take **your** complaint to **AFCA** if **you** are not satisfied with **our** decision.

If **your** complaint falls outside the **AFCA** Rules, **you** can seek independent legal advice or access any other external dispute resolution options that may be available to **you**.

AFCA's contact details are:

Website: www.afca.org.au
Email: info@afca.org.au
Freecall: 1800 931 678
In writing to: The Australian Financial Complaints Authority,
GPO Box 3, Melbourne, Victoria 3001

To the extent allowable at law, if **you** request copies of the information **we** relied on to make a decision about **your** complaint, **we** must provide it within ten (10) business days of **your** request unless **we** are within **our** rights not to provide access. Please see the General Insurance Code of Practice (codeofpractice.com.au) or contact **us** for further details.

Please note that if **we** have resolved **your** complaint to **your** satisfaction by the end of the fifth (5th) business day after **we** have received it, and **you** have not requested that **we** provide **you** a response in writing, **we** are not required to provide a written response. However, this exemption does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

General Insurance Code of Practice

The **insurers** are all signatories to the General Insurance Code of Practice ('Code') and **BZI** also proudly supports the Code. The Code is monitored and enforced by the Code Governance Committee.

The Code, which is written in plain English, sets out the standards that general insurers must meet when providing services to their customers, such as being open, fair and honest.

It also sets out timeframes for insurers to respond to claims, complaints and requests for information from customers.

The Code covers many aspects of a customer's relationship with their insurer, from buying insurance to making a claim, to providing options to those experiencing financial hardship, to the process for those who wish to make a complaint.

A copy of the General Insurance Code of Practice can be found at www.codeofpractice.com.au.

For more information on the Code Governance Committee please visit www.insurancecode.org.au.

Financial claims schemes

The **insurers** of this policy are authorised under the *Insurance Act 1973* (Cth) to carry on general insurance business in **Australia**. As such, they are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

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

The FCS may apply in the unlikely event that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this insurance policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

Further information about the FCS can be obtained at www.fcs.gov.au.

Confirmation of transactions

If **you** need to clarify any of the information contained in this PDS, wish to confirm a transaction or **you** have any other queries regarding **your** policy or **your** claim, **your** first point of contact is **your** broker. However, if **you** would also like to contact **us** directly, please use the contact details on the final page.

POLICY TERMS AND CONDITIONS

BUSINESS LIABILITY

What you are covered for

If this **cover section** is shown as 'Included' in the **schedule**, **we** will pay all sums that the **insured entities** shall become legally liable to pay compensation in respect of:

1. **personal injury** and **property damage** happening during the **period of insurance** within the **territorial limits** as a result of an **occurrence** in connection with **your business** or **products**; and
2. **advertising liability** caused by an **advertisement** first published during the **period of insurance** within the **territorial limits** as a result of an **occurrence** in connection with **your products** or services.

Limit of Liability

The most **we** will pay as compensation as a result of an **occurrence** shall not exceed the **limit of liability** shown in the **schedule** for 'Public liability' or '**Advertising Liability**'. That **limit of liability** is inclusive of GST.

The most **we** will pay during any one **period of insurance** as compensation in respect of or in any way related to **your products** shall not exceed the **limit of liability** shown in the **schedule** for 'Products Liability'.

Defence Costs and Additional Payments

In addition to the **limit of liability** shown in the **schedule**, **we** will pay the following 'Defence Costs and Additional Payments':

1. reasonable legal costs and expenses incurred by the **insured entities** with **our** written consent in the defence of any claim;
2. the costs of representation at any coronial hearing or other official coronial investigation costs;
3. premiums payable for:
 - a. bonds to release attachments for amounts not exceeding the applicable **limit of liability**, but **we** shall have no obligation to apply for or furnish any such bond;
 - b. appeal bonds and/or security for costs required in any suit, but **we** shall have no obligation to apply for or furnish such bonds and/or security for costs;
4. interest accruing after entry of judgment against the **insured entities** until **we** have paid, tendered or deposited that part of the judgment within the **limit of liability**;
5. expenses incurred by the **insured entities** for first aid to others (other than medical expenses prohibited by Section 126 of the Health Insurance Act 1973 or equivalent law, as amended from time to time);
6. reasonable expenses incurred by the **insured entities** for the temporary repair or shoring up or preservation of property which has been damaged, resulting from an **occurrence** which is covered by this **cover section**, provided that:
 - a. in the event of a claim covered by this **cover section** being made against an **insured entity** in any Court or before any other legally instituted body in **North America**, the **limit of liability** shall apply to such claim inclusive of all 'Defence Costs and Additional Payments';
 - b. **we** shall not be obligated to pay any compensation or 'Defence Costs and Additional Payments', or judgment or to defend any suit after **our limit of liability** has been exhausted by payment of claims, judgments and/or settlements; and
 - c. if a payment exceeding the **limit of liability** has to be made to dispose of a claim, **our** liability to pay any 'Defence Costs and Additional Payments' shall be limited to that proportion of those amounts as the **limit of liability** bears to the amount paid to dispose of the claim.

Extensions of Cover

We will also provide the following Extensions of Cover. Any amounts payable under these Extensions of Cover are included within the **limit of liability** for this **cover section**, unless stated otherwise.

All **personal injury, property damage** and **advertising liability** that is covered by these Extensions of Cover must occur during the **period of insurance** within the **territorial limits** as a result of an **occurrence** in connection with **your business** or **products**.

| Extension of Cover: | Exclusions and restrictions that apply: |
|---|---|
| <p>1. Acquisitions</p> <p>In addition to indemnifying the insured entities, we also agree to indemnify any of your newly formed subsidiary companies or other legal entities purchased by you during the period of insurance to the extent of cover provided under this cover section.</p> | <p>We will not be liable for any subsidiary or new entity unless:</p> <ol style="list-style-type: none"> it is notified to us within thirty (30) days of the incorporation date or date of purchase; the newly incorporated company or entity conducts the same type of business as your business; and the newly incorporated company or entity is incorporated in Australia. |
| <p>2. Construction, renovations, alterations and additions</p> <p>We agree to indemnify the insured entities in respect of legal liability to pay compensation for personal injury and property damage happening during the period of insurance within the territorial limits as a result of an occurrence in connection with the construction, erection, demolition, alteration or addition of or to buildings or plant owned by you.</p> | <p>We will not be liable for personal injury or property damage arising from construction, erection, demolition, alteration or addition of or to buildings owned by you where the value of such work exceeds a sum of \$500,000 in cost.</p> |
| <p>3. Contractual liability</p> <p>We agree to indemnify the insured entities in respect of legal liability to pay compensation for personal injury, property damage or advertising liability for:</p> <ol style="list-style-type: none"> liabilities assumed by you under a written contract for the lease or hire of real or personal property, which does not require you as the lessee or hirer to insure the property itself; liabilities which would have been implied by law in the absence of a contract; liabilities assumed by you under incidental contracts; terms regarding merchantability, quality, fitness or care of your product which are implied by law; and liabilities assumed by you under a contract specifically designated in the schedule or in any endorsement to this policy. <p>In this Extension of Cover, an incidental contract means a contract that you enter into that is incidental to your main business activities.</p> | <p>We will not be liable under this Extension of Cover for any risk or contractual liability, not specifically covered in the adjacent '<i>We agree to indemnify...</i>' insuring clauses.</p> |
| <p>4. Cover for principals</p> <p>In addition to indemnifying the insured entities, we also agree to indemnify any principal, but only:</p> <ol style="list-style-type: none"> for their liability for personal injury, property damage or advertising liability that is directly caused by your performance of the work for that principal; to the extent of cover required by the contract or agreement between you and the principal; and to the extent that we would cover you under this cover section for your liability to that principal had the principal made a claim against you in respect of the circumstances giving rise to the principal's liability. | <p>We will not be liable to indemnify any principal for legal liability:</p> <ol style="list-style-type: none"> which arises out of or is connected with the principal's own negligent acts, errors or omissions; which arises independently of your performance of any contract or agreement between you and the principal; or which arises from an occurrence in respect of which you or the principal are entitled to be indemnified pursuant to an insurance policy which provides workers compensation insurance or any other policy or scheme which provides cover against liability for injuries to workers or employees. <p>We will not pay more than:</p> <ol style="list-style-type: none"> the minimum amount of liability insurance cover required by the contract to perform the work; or the limit of liability; <p>whichever is less.</p> |



| Extension of Cover: | Exclusions and restrictions that apply: |
|---|--|
| <p>5. Loss of use following destruction of your product</p> <p>We will indemnify the insured entities for legal liability to pay compensation in respect of cover for loss of use to tangible property which has not been physically damaged, lost or destroyed, where such loss of use is a result of sudden and accidental physical injury to or destruction of the products, after such products have been put to use by any person or organisation other than you.</p> | |
| <p>6. Professional liability</p> <p>We will indemnify the insured entities in respect of legal liability to pay compensation for personal injury or property damage arising from the provision of, or failure to provide professional advice or service by an insured entity or any error or omission connected therewith where:</p> <ul style="list-style-type: none"> a. such professional advice or service is given not for a fee; b. such professional advice or service is professional medical advice by medical persons employed by you to provide first aid or medical services on your premises; or c. such advice is given in respect of the use or storage of your products. | |
| <p>7. Property in your care, custody or control</p> <p>We will indemnify the insured entities in respect of legal liability to pay compensation for property damage to:</p> <ul style="list-style-type: none"> a. premises leased or rented to you; b. personal effects of your directors, employees and visitors, while at your premises or at another location where you conduct business; c. premises (and their contents) where the premises are temporarily occupied by an insured entity to carry out work; d. any vehicle (including its contents, spare parts and accessories while they are in or on such vehicle) in a carpark; or e. other property, not owned by you, but in your physical or legal control. | <p>We will not be liable for:</p> <ul style="list-style-type: none"> a. property damage to premises leased or rented to you where you contractually assume the responsibility to insure the premises; or b. property damage to vehicles: <ul style="list-style-type: none"> i. which are owned or operated by you; or ii. which are in a carpark owned or operated by you for reward. <p>In respect of Extension of Cover 7(e) we will not pay more than \$250,000 for any one occurrence.</p> |
| <p>8. Sudden and accidental pollution</p> <p>We will indemnify the insured entities in respect of legal liability to pay compensation for:</p> <ul style="list-style-type: none"> a. property damage and personal injury arising out of the discharge, seepage, migration, dispersal, release or escape of pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water); b. property damage and personal injury arising out of the discharge, seepage, migration, dispersal, release or escape of pollutants caused by any product that has been discarded, dumped, abandoned or thrown away by others; or c. the cost of removing, nullifying or cleaning up pollutants which have caused property damage or personal injury; <p>where the claim arises from a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place outside of North America, however, the total aggregate limit of liability during any one period of insurance shall not exceed the limit of liability.</p> | |



| Extension of Cover: | Exclusions and restrictions that apply: |
|--|---|
| <p>9. Vehicles</p> <p>We will indemnify the insured entities in respect of legal liability to pay compensation for:</p> <ul style="list-style-type: none">a. personal injury arising out of the ownership, possession or use by any insured entities of any vehicle where compulsory liability insurance or statutory indemnity does not provide indemnity if the reason or reasons why that compulsory liability insurance or statutory indemnity does not provide indemnity does not involve a breach by you of legislation relating to vehicles;b. personal injury or property damage arising out of and during the loading or unloading of goods to or from any vehicle;c. personal injury or property damage caused by or arising from the operation or use of any vehicle which is designed primarily for lifting, lowering, loading or unloading, while being operated or used by you or on your behalf within the confines of your premises;d. personal injury or property damage arising from the use or operation of any tool of trade other than whilst in transit or whilst being used for transport or haulage;e. property damage arising out of the movement by you or by any employees of yours of any vehicle or trailer not belonging to you which is interfering with access to or from your premises or any site where you are carrying out work; orf. property damage caused by or arising out of the movement of any vehicle (which is required to be conditionally registered in accordance with the law of any State or Territory in Australia) in the event of your inadvertent and unintentional failure to effect conditional registration. | |
| <p>10. Watercraft and hovercraft</p> <p>We will indemnify the insured entities for legal liability to pay compensation for personal injury or property damage caused by or arising out of or in connection with:</p> <ul style="list-style-type: none">a. the operation, ownership, possession or use by you of any watercraft or hovercraft under ten (10) metres in length;b. the operation, ownership, possession or use by you of any watercraft or hovercraft exceeding ten (10) metres in length;<ul style="list-style-type: none">i. where watercraft are used in operations carried out by any independent contractors for whose conduct you may be held liable;ii. if watercraft or hovercraft are owned and operated by others and used by you for business entertainment. | |

All Extensions of Cover are subject to the terms, conditions and exclusions of this **cover section** and all **policy terms and conditions**.

1. Motor trade cover

- a. Motor trade, excluding testing and delivery.

If motor trade cover (excl. testing and delivery) is shown as covered in the **schedule**:

Extension of Cover 7 'Property in your care, custody or control' under this **cover section** is extended to include **vehicles** for repair, servicing, maintenance or storage whilst within the confines of **your premises** or whilst left stationary in the immediate vicinity of **your premises** in any public or private road or thoroughfare subject to **our** liability not exceeding the **sum insured**, shown in the policy **schedule** for 'motor trade, excluding testing and delivery' for any one **occurrence**.

An **excess** of \$500 is applicable for each and every claim made under this optional cover.

Exclusion 18 '**vehicles**' under this **cover section** does not apply to **property damage** arising from any **vehicle** (not owned by or leased to **you**) whilst within the confines of **your premises**.

- b. Motor trade, including testing and delivery.

If motor trade cover (incl. testing and delivery) is shown as covered in the **schedule**:

Extension of Cover 7 'Property in your care, custody or control' under this **cover section** is extended to include:

- i. **vehicles** for repairs, servicing, maintenance or storage whilst within the confines of **your premises** or whilst left stationary in the immediate vicinity of **your premises** in any public or private road or thoroughfare subject to **our** liability not exceeding the **sum insured** shown in the policy **schedule** for 'motor trade, including testing and delivery' any one **occurrence**; and
- ii. **property damage** to any registered **vehicle** not owned or leased by **you** but in **your** physical or legal control for the purpose of repairs, servicing or garaging whilst such **vehicle** is on any public roadway or thoroughfare whilst being tested and/or collected and/or delivered subject to **our** liability not exceeding the **sum insured** shown in the policy **schedule** for 'motor trade, including testing and delivery' for any one **occurrence**;

An **excess** of \$500 is applicable for each and every claim made under this optional cover.

Exclusion 18 '**vehicles**' under this **cover section** does not apply to:

- i. **property damage** arising from any **vehicle** (not owned by or leased to **you**) whilst within the confines of **your premises**; and
- ii. **property damage** to any other property not being **your** own or used by **you** or on **your** behalf caused by the **vehicle** as described and used in item b. above. The maximum amount **we** will pay for **property damage** under this clause is the **sum insured** shown in the policy **schedule** for 'motor trade, including testing and delivery'.

The cover provided by optional covers 1.a. and 1. b. above shall not apply to any **property damage** arising from:

- a. the use of any unsafe or unroadworthy **vehicle** unless such condition could not reasonably be detected by **you**. This exclusion shall not apply if such **property damage** was not caused or contributed to by such unsafe or unroadworthy condition; or
- b. the use of a **vehicle** by:
 - i. any person with **your** consent who is not licensed under any relevant law to drive such a **vehicle**; or
 - ii. anyone whose faculties are impaired by any drug or intoxicating liquor or by any person who is convicted of driving at the time of the **property damage** being under the influence of intoxicating liquor; or
 - iii. anyone whose blood alcohol reading exceeds the legal limit (subject to any laws to the contrary); or
 - iv. anyone who refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by the law of any State or Territory where the **property damage** occurred;
 - v. **We** will cover **you** if **you** have allowed a person to drive a **vehicle** in **your** physical or legal control and **you** can prove that **you** were not aware that the **vehicle** was being driven by or in charge of that person when they were so affected or unlicensed.

What you are not covered for

See 'General exclusions' to read more about section 54 of the Insurance Contracts Act (Cth) and how it applies to this policy.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), **we** will not cover **you** for legal liability arising directly or indirectly out of, or caused by, or connected with:

1. Advertising liability

- a. **advertising liability** where statements made at the direction of an **insured entity** with the knowledge of the illegality or falsity thereof; or
- b. **advertising liability** committed or alleged to have been committed by any **insured entities** whose **business** is advertising, broadcasting, publishing or telecasting.

2. Aircraft

personal injury or **property damage** caused by or arising directly or indirectly out of or in connection with:

- a. the ownership, maintenance, operation, possession, or use by **you** of any **aircraft** or any property used for the purpose of an airport or any **aircraft** landing strip; or
- b. any of **your products** that any **insured entity** knew or had reasonable cause to believe would be, or are, installed as a critical part or become a component part of the hull, machinery or instruments used for navigation or maintaining an **aircraft** or **hovercraft** or any other aerial device in flight or in movement upon the ground.

3. Asbestos

- a. **personal injury** arising directly or indirectly out of, or in any way connected with the inhalation of, ingestion of or fears of the consequences of exposure to asbestos in whatever form or quantity;
- b. diminution in value or loss of use of any property arising directly or indirectly out of, or in any way connected with asbestos in whatever form or quantity; or
- c. costs, expenses, loss or losses (including legal costs and expenses) arising directly or indirectly out of, or in any way connected with investigating, testing, monitoring, containing, removing, nullifying, cleaning up, transportation, storage, disposal of asbestos or the cost of preventing the release or escape of asbestos in whatever form or quantity.

4. Contractual liability

any liability or obligation assumed by an **insured entity** under any agreement or contract, except for as provided by Extension of Cover 3 'Contractual liability'.

5. Damage to products

property damage to **products** if the damage is attributed to any defect in them or to their harmful nature or unsuitability, but this exclusion does not apply to **property damage** resulting from such defect, nature or unsuitability.

6. Defamation

the publication or utterance of a defamation:

- a. made prior to the commencement of the **period of insurance**;
- b. made by an **insured entity** at **your** direction or with **your** authority with knowledge of its falsity; or
- c. related to advertising, broadcasting, publishing or telecasting activities, conducted by **you** or on **your** behalf, except where cover is provided by **us** as **advertising liability**.

7. Employer's liability

- a. **personal injury** to any of the **insured entities' employees** arising out of or in the course of their employment in **your business**, where any **insured entities**:
 - i. are indemnified or entitled to indemnity (in whole or in part) under a policy of insurance or self insurance arranged in accordance with any workers' compensation legislation, **accident** compensation legislation or under similar legislation;
 - ii. would have been indemnified or entitled to indemnity (in whole or in part) had any **insured entities** arranged a policy of insurance as required by any workers' compensation legislation, **accident** compensation legislation or under similar legislation;
- b. **personal injury** arising out of the wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, humiliation, harassment or discrimination in respect of any employment or prospective employment by **you**; or
- c. imposed by the provisions of any workers' compensation legislation or **accident** compensation legislation or any industrial award, agreement or determination.

8. Faulty workmanship

property damage to any part of any property that must be repaired, reconditioned or replaced by reason of incorrect work performed by **you**, or by reason of materials or equipment which are or are proved to be defective or inadequate in connection with such work, but this exclusion does not apply to **property damage** resulting from such work.

9. Information technology hazards

- a. damage to **electronic data** or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with;
 - i. the use of any computer, hardware or software;
 - ii. the provision of computer or telecommunication services by **you** or on **your** behalf;
 - iii. the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any malicious or damaging code, **computer virus**, worm, logic bomb, or trojan horse;
- b. any liability arising out of **your internet operations** except for:
 - i. **personal injury, property damage or advertising liability** arising out of any material on **your** website or that **you** otherwise maintain online, which has been produced in print by the manufacturer related to any of **your products**, included but not limited to product use and safety instructions or warning; or
 - ii. for liability which arises irrespective of **your** use of **your internet operations**.

10. Intentional conduct

any fraudulent, dishonest, malicious, intentional or criminal act or omission of an **insured entity**. But this exclusion will not apply where **we** have reviewed the claim and are reasonably satisfied that a particular person covered by this policy, who has a financial interest in the insured property, in respect of the claimed incident:

- was a victim of domestic violence, coercion or a vulnerable person; and
- did not contribute to, assist, facilitate or cause it.

If so, and the incident otherwise meets the terms of this policy, **we** will settle the claim for that particular person, but only to the extent of their financial interest in the insured property or legal liability.

11. Loss of use

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

- a. a delay in or lack of performance by or on behalf of an **insured entity** in relation to any contract or agreement; or
- b. the failure of the **products** to meet the level of performance, quality, fitness or durability expressly or implied, warranted or represented by an **insured entity**;

except for as provided by Extension of Cover 5. 'Loss of use following destruction of your product'.

12. Pollution

any liability for:

- a. loss, damage, costs or expense, injury, illness or liability directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of **pollutants** into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water);
- b. loss, damage, costs or expense, injury, illness or liability directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of **pollutants**, caused by any **product** that has been discarded, dumped, abandoned or thrown away by others;
- c. the cost of removing, nullifying or cleaning up **pollutants**; or
- d. the cost of preventing the escape of **pollutants**;

except for as provided by Extension of Cover 8. 'Sudden and accidental pollution'.

13. Products guarantee

any **product** warranty or guarantee given by an **insured entity** or on behalf of an **insured entity** above such warranty or guarantee that is a requirement of any federal, state or territory legislation as to product safety.

14. Professional liability

the provision of or failure to provide professional advice or service provided by an **insured entity** or any error or omission connected therewith except for as provided by Extension of Cover 6. 'Professional liability'.

15. Property in physical or legal control

property damage to property owned by or in the physical or legal control of an **insured entity** except for as provided by Extension of Cover 7 'Property in your care, custody or control'.

16. Recall of products

any claims arising out of or resulting from any loss, cost or expense incurred by **you** for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of **your products** or of any property of which they form a part, if such **products** or property are withdrawn from the market or from use because of any known or suspected defect, deficiency, inadequacy or dangerous condition in them.

17. Silica

arising out of or in any way connected with the inhalation of, or exposure to silica in any form.

18. Underground work

property damage to underground services including, but not limited to, water, gas, sewerage or fuel pipes, electric or telephone cables, optic or telecommunication wires or cables, unless prior to the start of such works the **insured entity** obtains advice from the relevant authority as to the physical location of such services and takes all precautions to avoid such services.

19. Vehicles

personal injury or **property damage** arising out of the ownership, possession or use by any **insured entities** of any **vehicle**:

- a. which is registered or which is required under any legislation to be registered; or
- b. in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected);

except for as provided by Extension of Cover 9. 'Vehicles'.

20. Watercraft, aircraft, hovercraft

personal injury or **property damage** caused by or arising directly or indirectly out of or in connection with the operation, ownership, possession or use by **you** of any **watercraft** or **hovercraft**, except for as provided by Extension of Cover 10. 'Watercraft and hovercraft'.

Special Conditions

1. Cross liability

This insurance extends to indemnify:

- a. each of the parties comprising the **insured entity**; and
- b. each of the Insureds hereunder;

separately in the same manner and to a like extent as though policies had been issued in their separate names.

In particular, but without limiting the foregoing, this insurance shall indemnify each of the parties described in Special Conditions 1.(a) and 1.(b) in respect of claims made by any other of such parties.

Provided always that:

- a. each of such parties shall be separately subject to the terms, conditions, exclusions and definitions of the policy in the same manner and to a like extent as though separate policies had been issued; and
- b. in no case shall the amount payable by us in respect of any one claim or series of claims arising out of any one **occurrence** or in the aggregate, as the case may be, exceed the applicable **limit of liability** as specified in the policy **schedule**.

2. Excess

The **excess** is the amount **you** first bear in relation to each **occurrence**. The **excess** applies to all amounts payable under this **cover section** including the indemnity provided under 'Defence Costs and Additional Payments'. Where more than one **excess** applies to an **occurrence** under this **cover section**, **you** will bear the higher amount. See 'Excesses' in the 'Important information' section of this PDS for more information about **excesses**.

Definitions

The following definitions shall apply to the terms used in this **cover section**. Wherever these words appear within this **cover section** they are shown in bold. The singular shall include the plural and vice versa.

| Term | Definition |
|------------------------------|---|
| Advertisement | Advertisement means promotion of capabilities, services or products through advertising brochures, pamphlets and other fliers, email, billboards and other outdoor advertising, broadcast or telecast advertisements, direct mail advertising, display units, the internet, social media, magazine and other print publication advertisements, merchandising, radio, cinema and trade exhibits. |
| Advertising liability | <p>Advertising liability means any unintentional:</p> <ol style="list-style-type: none"> breach of the misleading or deceptive conduct provisions of any Australian consumer protection legislation; infringement of copyright or passing off of a title or slogan; unfair competition or piracy; stealing or misappropriation of ideas or designs; or invasion of privacy; <p>committed or alleged to have been committed in any advertisement conducted by or on behalf of you, in the course of advertising your products and services, but does not include:</p> <ol style="list-style-type: none"> breach of contract, other than stealing or misappropriation of advertising ideas or designs contrary to an implied contract; infringement or passing off of a trademark, service mark or trade name on any products or services in any advertisement. This does not apply to infringement of titles or slogans; incorrect description of the price of products, goods or services; or failure of products, goods or services to conform with advertised performance, quality, fitness or durability. |
| Aircraft | Aircraft means any vessel, craft or object made or intended to fly or move through the atmosphere or space including drones, but does not include any model aircraft or tethered inflatable balloons used for advertising or promotional purposes. |
| Business | <p>For the purpose of this cover section only, business means your business, occupation, trade or profession shown in the schedule and any incidental activities including:</p> <ol style="list-style-type: none"> occupancy or ownership of any premises; attendance or participation at exhibitions or conferences; the provision of any sponsorship, charities galas, first aid, medical, ambulance or fire fighting service by you or on your behalf; the provision or management of canteens, social, sports or welfare organisations, primarily for the benefit of your employees; private work undertaken by any employee of yours, for any of your directors or senior executives; conducted tours of your premises for no reward; the erection, use or maintenance by you or on your behalf, of advertising and directional signs, their frames, supports and appurtenances; or hire or loan of plant, equipment or goods to other parties. |
| Employee | Employee means any person employed by the insured entities or deemed to be employed by the insured entities pursuant to any law relating to compensation for personal injury to those deemed to be employed. |
| Hovercraft | Hovercraft means any vessel, craft or device made to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast. |

| Term | Definition |
|---------------------|--|
| Insured entity | <p>Insured entity means you and the following parties:</p> <ol style="list-style-type: none"> a. any of your directors, executive officers, employees or voluntary unpaid workers, partners and shareholders but only whilst acting within the scope of their duties in such capacity; b. any office bearer or member of the canteen, social, or sports organisations for your employees and internal first aid given by your medical persons, fire or ambulance services formed with your consent, but only whilst acting within the scope of their activities in such capacity; c. any of your directors or senior executives in respect of private work undertaken by your employees for such director or senior executive, but only after they have obtained your prior consent to this private work to be undertaken; d. any employee superannuation fund or pension scheme managed by you or on your behalf and the trustees and the directors of the trustee of any such employee superannuation fund or pension scheme which is not administered by corporate fund managers; or e. the estates, legal representatives, heirs or assigns of: <ol style="list-style-type: none"> i. any deceased or insolvent persons; or ii. persons who are unable to manage their own affairs by reason of mental disorder or incapacity; <p>who would otherwise be indemnified by this policy, but only in respect of liability incurred by such persons as described in clauses (a) to (d) above.</p> |
| Internet operations | <p>Internet operations means:</p> <ol style="list-style-type: none"> a. transfer of electronic data or programmes by use of electronic mail systems by you or your employees whether or not electronic data or programmes contain any malicious or damaging code, including but not limited to computer virus, worm, logic bomb, or trojan horse; b. access through your network to the world wide web or a public internet site by you or your employees; c. access to your intranet (meaning internal company information and computing resources) which is made available through the world wide web for your customers or others outside your organisation; and d. the operation and maintenance of your web site. <p>For the purposes of this definition only, employee includes part-time and temporary staff, contractors and others within your organisation.</p> |
| Limit of liability | <p>Limit of liability means the amount shown in the schedule and stated as such.</p> |
| Medical persons | <p>Medical persons means legally qualified medical practitioners, legally qualified registered nurses and qualified dental practitioners.</p> |
| Occurrence | <p>Occurrence means an event or series of events including continuous or repeated exposure to substantially the same general conditions which results, unexpectedly and unintentionally from your standpoint, in personal injury or property damage or advertising liability. All personal injury or property damage happening during the period of insurance attributable to one source or to a common cause or to the same general conditions, shall be deemed to be one occurrence.</p> <p>With respect to advertising liability, all damages 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.</p> |
| Personal injury | <p>Personal injury means:</p> <ol style="list-style-type: none"> a. bodily injury, death, sickness, disease, shock, fright, mental anguish, mental injury or loss of consortium; b. false arrest, false detention, wrongful imprisonment, malicious prosecution or malicious humiliation; c. discrimination as a result of race, religion, sex, marital status, age, intellectual impairment, disability or otherwise (unless insurance thereof is prohibited by law) not committed by you or at your direction; d. wrongful entry or wrongful eviction or other invasion of privacy; e. defamation except when such publication or utterance is made in the course of or is related to advertising broadcasting, telecasting or publishing activities conducted by you or on your behalf; and f. assault and/or battery: <ol style="list-style-type: none"> i. not committed by or at the direction of any insured entity; and ii. committed for the purpose of preventing or eliminating danger to persons or property. |

| Term | Definition |
|---------------------------|--|
| Products | Products means anything (after it has ceased to be in your possession or under your control) which is, or is deemed, to have been manufactured, grown, extracted, produced, processed, imported, exported, constructed, assembled, erected, installed, repaired, serviced, renovated, treated, sold, supplied or distributed by you or on your behalf (including your predecessors in your business) including labels, packaging or any container thereof the design, specification or formula of the products and directions, instructions or advice given or omitted to be given in connection with such products and anything which by law or otherwise you are deemed to have manufactured in the course of your business including discontinued products. |
| Property damage | Property damage means: <ul style="list-style-type: none"> a. physical damage to or loss of or destruction of tangible property including loss of use of that property at any time resulting therefrom; and b. loss of use of tangible property which has not been physically damaged or destroyed, provided such loss of use is caused by physical damage to or destruction of other tangible property. Tangible property does not include electronic data . |
| Territorial limits | Territorial limits means: <ul style="list-style-type: none"> a. anywhere in the world except for North America; or b. North America, but only in respect of liability arising from: <ul style="list-style-type: none"> i. products exported to North America without the knowledge of an insured entity or your agents; and ii. business visits by directors, executives and employees normally resident in Australia that do not involve the performance of manual work or supervision of work by any such person in North America. |
| Tool of trade | Tool of trade means any vehicle and/or equipment, tool or apparatus which forms part of the vehicle , but only whilst engaged in and undertaking its designed purpose of digging, scraping, shovelling, grading, boring, drilling, compacting, harvesting, ploughing, shredding, lifting, clearing, levelling, hosing, pumping, spraying, vacuuming or suction activities. |
| Vehicle | Vehicle means any type of machine on wheels or self laid tracks or on skis, made or intended to be propelled by other than manual or animal power and any trailers or other attachment made or intended to be drawn by any such machine. |
| Watercraft | Watercraft means any vessel, craft or thing made to or intended to float on or in or travel on or through or under water. |

PROPERTY PROTECTION

What you are covered for

If this **cover section** is shown as 'Included' in the **schedule**, **we** will pay up to the **limit of liability** for insured **property** that is **damaged** at the **premises** during the **period of insurance**, however **we** will not pay for **damage** to **property** caused by or arising from **flood** if **flood** is shown as 'Excluded' in the **schedule**.

How we will settle your claim

1. Sum Insured

Your building and contents sums insured will be automatically adjusted at renewal (if renewal is offered) to take into account various factors including inflation, as determined by **us**.

2. Limit of liability

We will not pay more than the **limit of liability** that applies to the specific **premises** where the **damage** occurs.

3. Excess

The **excess** that applies is shown in the **schedule**.

In respect of **damage** to **property** at **premises** caused by earthquake, volcanic eruption, subterranean fire or tsunami, **we** will not pay for the first \$20,000 or 1% of the **limit of liability**, whichever is the lower.

4. Settlement of property claims

When **we** agree to provide cover for **damage** to **property**, **we** will ordinarily pay for **replacement** or **reinstatement** of such **property**. In the case of building works **you** may need to enter a separate building contract with the repairer.

We may not always be able to repair or replace **your property**, for example:

- if the materials needed for the repair or rebuild are not readily available;
- if the repair or rebuilding cannot commence for a significant amount of time; for example, due to availability of service providers;
- if the pre-incident condition of the **property** prevents **us** from repairing or rebuilding them;
- if the event insured under this **policy** makes the land unsafe to build on; for example, after an earthquake;
- if parts needed for the repair are not readily available in **Australia**;
- if an item that is being replaced is not readily available in **Australia**; or
- if the repair or replacement will take a significant amount of time; for example, due to availability of service providers.

In such situations, **we** will pay the cash **indemnity** value in respect of **your** claim or part of it.

We will settle covered claims for **damage** to **property** as follows depending on the type of **property**:

| Types of property | How we will settle claims |
|---|---|
| a. Branded goods | <p>We will not sell damaged branded goods or merchandise:</p> <ol style="list-style-type: none">owned by you; orfor which you are legally liable; orsold but not yet delivered; <p>without your consent. If you do not want such goods to be sold, the goods may be retained by you and disposed of as you see fit, provided a fair and reasonable salvage allowance is agreed with us for the value of the goods.</p> |
| b. Buildings- electing to rebuild at an alternative location | <p>Following damage to a building that is insured by this cover section, you can choose to rebuild at an alternative location, provided that:</p> <ol style="list-style-type: none">we will not pay more than the cost that we would have paid to rebuild at the premises; andif the actual cost of rebuilding is less than the cost to rebuild at the premises, then our payment is limited to the actual cost of rebuilding. |



| Types of property | How we will settle claims |
|--|--|
| c. Buildings-heritage | <p>Where a building is subject to any heritage listing or protection and you choose to rebuild, replace or repair the building at the same location, we will pay the extra costs of repairing, replacing, or reinstating the building required to:</p> <ul style="list-style-type: none">i. obtain special materials; orii. employ specialised labour; <p>to duplicate or recreate the unique or distinctive ornamental or architectural features of the building in order to comply with standards imposed by any lawful heritage protection authority.</p> <p>However, if the original materials are not readily available, we will not pay more than the cost necessary to rebuild, replace or repair any such heritage listed building to a reasonably equivalent appearance and capacity using original design and suitable modern equivalent materials.</p> |
| d. Buildings-undamaged portions | <p>If your building has to be rebuilt at a location other than the premises because of the requirements of any lawful authority, then the abandoned undamaged portion of the building including the foundations and services shall be deemed to be destroyed.</p> <p>Provided that, if the value of the original site increases because of the presence of an undamaged portion of the building, the increased sale value shall be regarded as salvage and the amount thereof shall be payable to us by you upon completion of the sale of the site or shall be deducted from the total amount otherwise payable by us under this cover section, whichever shall first occur.</p> <p>Should the site not be sold, then the increased site value, when applicable, shall be agreed between you and us on a fair and reasonable basis, or in default, we and you shall submit to the dispute resolution processes explained in the earlier section of this policy titled 'Complaints'.</p> |
| e. Business records, electronic data, hardware and software | <p>For damage to business books, patterns, plans and other business records including those comprised of electronic data, we will pay the cost of re-creating the records that are damaged.</p> <p>For damage to electronic equipment and software, we will pay the costs incurred in the repair, restoration and reinstallation of electronic equipment and software to replicate the operational capability of the system to a level as similar as possible with that existing prior to the damage.</p> |
| f. Old plant and equipment | <p>Unless specifically insured otherwise:</p> <ul style="list-style-type: none">i. for those items kept as spare parts; orii. for any old item kept for use as backup in an emergency; <p>we will pay the fair and reasonable cost of repairs or the second-hand replacement value of a similar part or item of the same age and condition, whichever is less.</p> |
| g. Salvage | <p>We will not sell or dispose of any salvage without giving you the opportunity to retain it at its fairly determined salvage value. But we will not allow you to abandon property to us.</p> |
| h. Stock | <p>For damage to stock we will pay to repair or replace damaged stock with property or materials of equal quality, standard and specification. Where the stock can no longer be sold for its full value, we will pay you the fairly determined value of such stock at the time of the damage but no more than its original cost to you.</p> |
| i. Works of art, antiques and curios | <p>For all works of art, antiques and curios, none of which form part of the stock in trade or merchandise of the business, we will pay your claim as follows:</p> <ul style="list-style-type: none">i. the fairly determined cost of restoring and repairing to a condition substantially the same as before the damage plus any fairly determined reduction in market value caused by the damage; orii. if restoration or repair is not possible, the amount of a valuation by the Auctioneers and Valuers Association of Australia or an independent expert for the individual item damaged, immediately before the damage. |

5. Underinsurance

We will reduce a claim under this policy if the **limit of liability** for the **premises** is less than eighty percent (80%) of the cost of the **replacement** of all such **property**.

We will only pay the proportion of any claim that the **limit of liability** for the **premises** bears to eighty percent (80%) of the cost of reinstating **damage** to all such **property**.

We will not pay more than the **limit of liability** of the **premises** where the loss occurred.

For the purpose of the calculation of underinsurance, the cost of the claim and the cost of reinstating the **damaged property** will be calculated at the beginning of the **period of insurance** and in accordance with 'How we will settle your claim'. In the event of a cash settlement the cost of reinstating **damaged property** will be replaced with the cash settlement value of the **property** calculated in accordance with 'How we will settle your claim'.

Underinsurance will not apply if the claim for **damage to property** insured is less than ten percent (10%) of the total **limit of liability** for the **premises**.

Underinsurance calculation examples

Below are some examples of how, when **you** are insured on a 'Reinstatement or Replacement basis', the application of condition '5. Underinsurance' can result in a reduction of the amount **we** pay **you** if **you** did not adequately insure.

These examples are a guide only and do not cover all potential scenarios or benefits that may be paid under this policy. They do not form part of the **policy terms and conditions**.

Example 1, underinsurance does not apply:

- a. **You** take out a policy where the total **sum insured** for all **property** at the **premises** is \$60,000.
- b. The **limit of liability** for the **premises** is \$72,000^b.
- c. The cost to reinstate or replace all the **property** at the **premises** is \$75,000.
- d. 80% of the cost to reinstate or replace all the **property** at the **premises** is \$60,000^d.
- e. **You** make a claim for a loss to the **property** of \$100,000.

\$72,000^b is greater than \$60,000^d – underinsurance does not apply.

As the total **sum insured** for all **property** at the **premises** is not less than eighty percent (80%) of the cost to reinstate or replace all the **property** at the **premises** underinsurance will not apply.

Example 2, partial loss:

- a. You take out a policy where the total **sum insured** for all **property** at the **premises** is \$60,000.
- b. The **limit of liability** for the **premises** is \$72,000^b.
- c. The cost to reinstate or replace all the **property** at the **premises** is \$100,000^c.
- d. **80%** of the cost to reinstate or replace all the **property** at the **premises** is \$80,000^d.
- e. You make a claim for a partial loss to the **property** of \$40,000^e.

\$72,000^b is less than \$80,000^d – underinsurance applies.

Our payment to you would be reduced to \$36,000, less any **excess**, calculated as follows:

$\$40,000^e \times \text{the percentage of } \$72,000^b / \$80,000^d = \text{so } \$40,000^e \times 90\%$

Example 3, total loss:

- a. You take out a policy where the total **sum insured** for all **property** at the **premises** is \$250,000.
- b. The **limit of liability** for the **premises** is \$300,000^b.
- c. There is a total loss to the **property** which will cost \$465,000 to reinstate.
- d. **80%** of the cost to reinstate the **property** at the **premises** is \$372,000^d.
- e. You make a claim for a total loss to the **property** of \$465,000^e.

\$300,000^b is less than \$372,000^d – underinsurance applies.

The maximum amount we will pay is the **limit of liability**^b, so our payment to you would be reduced to \$300,000, which is the **limit of liability** of the **premises** where the loss occurred, calculated as follows:

$\$465,000^e \times \text{the percentage of } \$300,000^b / \$372,000^d = \$375,000$, so, \$300,000^b.

Extensions of Cover

Extensions of Cover - Damage to property

Included within the limit of liability

Provided that the **limit of liability** is not exceeded, we will provide cover for the following Extensions of Cover (1 - 17).

| Extensions of cover (included within the limit of liability) | Exclusions and restrictions that apply: |
|--|--|
| <p>1. Breakdown of electrical motors</p> <p>We will pay for the breakdown, malfunction or failure of electrical motors under 1.8 kilowatts (kw) or 2.5 mechanical horsepower (hp), damaged by the burning out of electrical windings by their own electrical current.</p> | <p>The maximum we will pay for this Extension of Cover is the cost of replacing or repairing the motor less a deduction for wear, tear and depreciation. The deduction for wear, tear and depreciation will be:</p> <ul style="list-style-type: none">a. for motors less than three (3) years old, no deduction; orb. for motors greater than three (3) years old, the deduction will be 10% of the replacement or reinstatement cost (whichever is applicable) for each year of age and subject to a maximum deduction of 90%. |
| <p>2. Contents in storage</p> <p>We will pay for damage to contents whilst stored in a secure commercial storage facility in Australia during the period of insurance, providing your storage unit within the commercial storage facility is:</p> <ul style="list-style-type: none">a. fully enclosed and lockable; andb. only accessible by you or someone authorised by you. | <p>The maximum we will pay for this Extension of Cover is \$25,000 any one event.</p> |



| Extensions of cover (included within the limit of liability) | Exclusions and restrictions that apply: |
|---|--|
| <p>3. Depreciation of undamaged stock</p> <p>Where:</p> <ul style="list-style-type: none"> a. this cover section covers stock; b. there is damage to stock covered by this cover section; c. some or all of the stock is undamaged; and d. undamaged stock is unable to be processed in the normal way or through alternative processing; <p>we will pay for the loss sustained by you resulting from deterioration or depreciation of such undamaged stock.</p> | <p>We will not pay more than the sum insured for stock.</p> |
| <p>4. Expediting expenses</p> <p>Following damage to property covered by this cover section, we will pay for the costs and expenses reasonably incurred by you for express freight and overtime or out of hours labour in order to expedite the repair or reinstatement of the property that is damaged.</p> | <p>The maximum we will pay for this Extension of Cover is limited to:</p> <ul style="list-style-type: none"> a. 50% of the cost of repairing the item; or b. \$25,000; <p>whichever is less.</p> |
| <p>5. Fees and costs</p> <p>Following damage to property covered by this cover section, we will pay for the reasonable costs of:</p> <ul style="list-style-type: none"> a. legal fees, fees charged by architects, engineers and other consultants fees; and b. permit or approval charges by statutory authorities; <p>that are incurred in the reinstatement of property that is damaged.</p> <p>We will pay up to the limit of liability in respect of this Extension of Cover, but if the limit of liability is exhausted, we will pay up to \$10,000 for each and every loss in addition to the limit of liability.</p> | |
| <p>6. Floating stock</p> <p>Where this cover section covers stock located at more than one premises and stock is regularly transferred between the premises as part of your usual business process, in the event of damage to stock covered by this cover section, we pay more than the sum insured of stock at that premises to account for the temporary transfer of stock between premises.</p> | <p>We will not pay for:</p> <ul style="list-style-type: none"> a. more than 120% total of the stock sum insured for all premises; or b. a claim under this Extension of Cover where stock levels in excess of the limit of liability for the specified premises have been temporarily located at the premises for a period extending beyond ninety (90) days, unless we have agreed in writing to an extended period, during the period of insurance. |
| <p>7. Floor space ratio or index</p> <p>Following damage to property covered by this cover section, when due to the requirements of any lawful authority rebuilding is only permissible subject to a reduced floor space to land area ratio or index, then we will also pay:</p> <ul style="list-style-type: none"> a. the cost of rebuilding that would have been incurred had a reduced floor space ratio or index not been applicable; less b. the actual incurred cost of rebuilding in accordance with the reduced floor space ratio or index. <p>The above amounts shall include the additional costs incurred to meet the requirements of any lawful authority as described in Extension of Cover 9 'Meeting building regulations'.</p> | |



| Extensions of cover (included within the limit of liability) | Exclusions and restrictions that apply: |
|---|---|
| <p>8. Loss of land value</p> <p>Following damage to property covered by this cover section, we will pay for the reduction in land value, which results from the requirements of any legal authority that does not allow rebuilding or only allows partial rebuilding at the premises.</p> <p>This reduction in land value shall be calculated by subtracting the land value after rebuilding or after we have agreed that rebuilding is not possible from the land value before the damage.</p> | <p>The maximum we will pay for this Extension of Cover is limited to:</p> <ul style="list-style-type: none"> a. twenty percent (20%) of the limit of liability for the premises where the damage happened; or b. \$100,000; <p>whichever is less.</p> |
| <p>9. Meeting building regulations</p> <p>Following damage to property covered by this cover section, we will pay for costs necessarily incurred to comply with current building regulations including regulations or orders imposed by any relevant authority after the damage to enable the reinstatement of insured property, including orders in relation to undamaged portions of the building or premises to the extent that necessary work must be undertaken to these undamaged portions as part of the reinstatement of the damaged property insured under this cover section.</p> | <p>The work of reinstatement must be commenced and carried out within a reasonable time, failing which we will not pay more than the amount which would have been payable under the policy if the work of reinstatement had been commenced and carried out with reasonable dispatch.</p> <p>We will not pay for any additional costs associated with:</p> <ul style="list-style-type: none"> a. building regulations or laws that were already in place when the building or premises were originally built, or subsequently altered or renovated; or b. other than as stated in this extension of cover, upgrading undamaged parts of your building or premises to comply with current building regulations or laws. |
| <p>10. Playing surfaces</p> <p>We will pay for the cost of repairing damage to outdoor playing surfaces at the premises, caused by:</p> <ul style="list-style-type: none"> a. malicious persons or vandals, other than you or your guests, director's partners, officers, employees or members, or their guest's property covered by this cover section; or b. fire occurring to property at the premises for which we have admitted liability under this cover section; or c. the action of the firefighting services, police or other emergency services in attending to their duties at the premises as a result of an incident that threatens insured property under this cover section. | <p>The maximum we will pay for this Extension of Cover is limited to \$50,000 any one event.</p> |
| <p>11. Property in the open air</p> <p>We will pay for damage to textile blinds and awnings, shade cloth, shade houses, fibreglass houses and glass houses, gates, fences, signs and retaining walls caused by or arising from storm, rainwater, wind, hail or snow. Cover under this extension is limited to property in the open air at the premises that is fixed in place.</p> | <p>The maximum we will pay for this Extension of Cover is \$25,000 any one event.</p> |
| <p>12. Removal of trees and branches</p> <p>We will pay for the reasonable costs incurred by you to remove and dispose of any branch or tree that has fallen causing impact damage to property covered by this cover section. We will also cover the cost of stump removal when required.</p> | |
| <p>13. Restricted transit</p> <p>We will pay for damage to property shown in the schedule during transit within Australia during the period of insurance that is caused by:</p> <ul style="list-style-type: none"> a. fire, lightning, explosion, flood (only if flood is shown as 'Included' in the schedule) and malicious damage; or b. collision or overturning of the carrying vehicle or conveyance. | <p>The maximum we will pay for this Extension of Cover is:</p> <ul style="list-style-type: none"> a. \$50,000; or b. twenty percent (20%) of the sum insured of the property; <p>whichever is less.</p> <p>We will not pay for damage to property caused by or arising out of flood under this Extension of Cover if flood is shown as 'Excluded' in the schedule.</p> |



| Extensions of cover (included within the limit of liability) | Exclusions and restrictions that apply: |
|---|---|
| <p>14. Trade shows, fairs and exhibitions</p> <p>We will pay for damage to contents or stock whilst at trade shows, fairs, market stalls and exhibitions including whilst in transit between the premises and the trade show, fair, market stall or exhibition during the period of insurance.</p> | <p>The maximum we will pay for this Extension of Cover is:</p> <ul style="list-style-type: none"> a. \$25,000 any one event; or b. The sum insured for the damaged contents or stock; <p>whichever is less.</p> |
| <p>15. Unpacking expenses</p> <p>Following damage to property covered by this cover section, we will pay the reasonable costs and expenses incurred by you in taking inventory (including repacking, restacking and unpacking) to identify, quantify and value any property damaged.</p> | |
| <p>16. Water and gas charges</p> <p>Where this cover section covers buildings, we will pay the costs levied on you by any utility company or authority for water and gas usage arising from the escape and loss of water or gas at the premises following damage to buildings covered under this cover section.</p> | <p>The maximum we will pay for any one loss under this Extension of Cover is limited to:</p> <ul style="list-style-type: none"> a. seven (7) days of costs levied to you; or b. \$15,000; <p>whichever is less.</p> <p>The benefits payable under 'Theft' cover section Extension of Cover 22 'Utility authority charges' shall not be cumulative.</p> |
| <p>17. Working from home</p> <p>We will pay for damage to property shown in the schedule whilst used by you or any of your employees for the purpose of conducting your business whilst located at their normal place of residence.</p> | <p>The maximum we will pay for this Extension of Cover is:</p> <ul style="list-style-type: none"> a. \$25,000 any one event; or b. 10% of the highest sum insured shown in the schedule for contents at any one premises; <p>whichever is less.</p> |

Extensions of Cover - Damage to property

In addition to the limit of liability

We will pay in addition to the **limit of liability**, the following Extensions of Cover (18 - 32).

| Extensions of cover (in addition to the limit) | Exclusions and restrictions that apply: |
|---|--|
| <p>18. Business records</p> <p>We will pay for damage to and the cost of recreating your business books, patterns, plans, electronic data, customer records and other business records at the premises or stored off-site.</p> | <p>In respect of damage to and the cost of recreating business records of your customers stored at the premises or your business records stored off-site, the maximum we will pay is limited to \$25,000, unless a higher amount is shown in the schedule for 'Customer's Records'.</p> |
| <p>19. Capital additions</p> <p>We will pay for damage to:</p> <ul style="list-style-type: none"> a. alterations to buildings; and b. other capital additions; <p>that have been made during the period of insurance.</p> | <p>This Extension of Cover does not apply to stock.</p> <p>The maximum amount we will pay for any one loss under this Extension of Cover is limited to:</p> <ul style="list-style-type: none"> a. \$500,000 in the aggregate for the premises during the period of insurance; or b. twenty percent (20%) of the limit of liability; <p>whichever is less.</p> |

| Extensions of cover (in addition to the limit) | Exclusions and restrictions that apply: |
|--|--|
| <p>20. Catastrophe cover</p> <p>If:</p> <ul style="list-style-type: none"> a. your building suffers damage from an event covered by this cover section; and b. we classify the damage as a catastrophe; <p>we will:</p> <ul style="list-style-type: none"> a. pay up to an additional twenty percent (20%) of the sum insured for the building if your building is rebuilt; and b. increase the amount we will pay under Extensions of Cover 19 'Capital additions' and 27. 'Prevention of further damage' by up to twenty percent (20%); <p>to cover the difference between the cost of reinstatement actually incurred in accordance with 'Settlement of property claims' provisions of this cover section and the cost of reinstatement that would have applied had the catastrophe not occurred in respect of labour and material supplies and other increased costs applying after the major loss.</p> | <p>We will not pay any amount under this Extension of Cover until we agree that necessary costs will exceed the limit of liability under this cover section.</p> |
| <p>21. Discharge of mortgage cost</p> <p>We will pay the reasonable administration and legal costs for you to discharge any mortgage(s) on buildings following settlement of a claim where we pay the full amount of the building's sum insured.</p> | <p>The maximum amount we will pay for any one loss under this Extension of Cover is limited to \$50,000 for any one event.</p> |
| <p>22. Environmental improvements</p> <p>We will pay for the reasonable additional costs incurred to improve the energy and water efficiency of the property by using different products or materials in the rebuilding, replacement, repair or restoration of buildings or contents covered by this cover section.</p> | <p>The maximum amount we will pay under this Extension of Cover is limited to</p> <ul style="list-style-type: none"> a. \$50,000; or b. 120% of the amount we would have otherwise paid in the rebuilding, replacement, repair or restoration of buildings or contents without the different products and materials; <p>whichever is less, minus any rebates you were eligible for at the date of the loss under any government or council scheme for such environmental improvements.</p> |
| <p>23. Firefighting and fire brigade attendance fees</p> <p>We will pay for the reasonable costs of:</p> <ul style="list-style-type: none"> a. extinguishing a fire on your premises or which causes or threatens loss or damage to your property; and b. replenishing fire-fighting equipment used to extinguish a fire at or adjoining the premises threatening insured property; and c. any additional cost payable by you to a fire brigade or similar authorised authority for attendance at a fire or chemical emergency involving the insured property. | <p>The maximum amount we will pay for any one loss under this Extension of Cover is limited to \$100,000 in total for any one event.</p> |
| <p>24. Locating the source of escaped liquids/gas</p> <p>We will pay for the reasonable cost incurred by you to locate the point of bursting, discharging, leaking, or overflowing of water or gas from any fixed apparatus, fixed tank, fixed appliance, fixed pipe or other system at the premises, which has caused or may reasonably be expected to cause damage to property covered by this cover section.</p> | <p>The maximum we will pay for this Extension of Cover is limited to \$20,000 in total for any one event.</p> |

| Extensions of cover (in addition to the limit) | Exclusions and restrictions that apply: |
|---|--|
| <p>25. Locks and keys</p> <p>We will pay for:</p> <ol style="list-style-type: none"> the cost incurred to replace the locks, keys, magnetic keys or cards or similar devices; the cost incurred to replace the sequence of numbers or letters within a key or locking device that become known by any unauthorised person; the cost incurred to replace the unauthorised duplication of keys, magnetic keys or cards or similar devices; or other costs that are necessarily incurred to restore the security of the premises to the same level of security that existed prior to the loss of these keys; <p>if during the period of insurance any locks, keys, magnetic keys or cards or similar devices or combinations used at the premises are accidentally lost or damaged.</p> | <p>The maximum we will pay for this Extension of Cover is limited to \$10,000 in total for any one event.</p> |
| <p>26. Personal effects</p> <p>We will pay for damage to the clothing or personal effects of directors, partners and employees of your business during the period of insurance whilst such property is on the premises.</p> | <p>The maximum we will pay for this Extension of Cover is limited to a maximum of \$5,000 for any one person.</p> |
| <p>27. Prevention of further damage</p> <p>We will pay for the reasonable costs incurred by you during the period of insurance:</p> <ol style="list-style-type: none"> to protect your insured property from further damage; for costs incurred to make the property or surrounding areas of the premises safe, including temporary repairs, shoring up, propping and/or underpinning property, following damage to your insured property; and for any damage to property resulting from the removal of insured property from the premises for the prevention of further damage to such property. <p>Such costs shall include reasonable costs of professional fees by a statutory authority for submissions, permit, fees and charges in connection with such work.</p> | <p>The maximum amount we will pay under this Extension of Cover is limited to \$100,000 for any one event and for all claims during the period of insurance.</p> |
| <p>28. Removal of debris</p> <p>Following damage to property covered by this cover section, we will pay for the reasonable costs incurred by you for:</p> <ol style="list-style-type: none"> the demolition, removal and disposal of property that is damaged; the demolition, removal and disposal of any property that is necessary to allow for repair or reinstatement of property that has been damaged; and the cleaning up, removing, storing and disposing of damaged property at the premises, or from any location that you are legally required to remove debris from or clean up, provided that you do not own property at this other location and your liability did not result from an agreement made after the start of the period of insurance unless this liability would have existed anyway. | <p>The maximum amount we will pay under this Extension of Cover is limited to</p> <ol style="list-style-type: none"> \$100,000; or 20% of the total sum insured on property shown in the schedule for the damaged premises; <p>whichever is greater.</p> <p>If this is insufficient and you have not exhausted your limit of liability on the damaged property requiring demolition and/or removal of debris, we will pay up to the remaining balance of the limit of liability.</p> |

| Extensions of cover (in addition to the limit) | Exclusions and restrictions that apply: |
|---|---|
| <p>29. Stock seasonal or festive increase</p> <p>The limit of liability is increased by fifty percent (50%) of the sum insured in respect of stock for losses occurring during any time that you can reasonably demonstrate that stock levels during the period have risen by more than twenty percent (20%) above standard levels and that the increase has happened solely for the purpose of meeting additional customer demand associated with the happening of festive, holiday, religious, bank holiday or other recognised public events.</p> <p>Provided that if 'Contents including stock' is shown in the schedule the increased cover will only apply to the portion of the total amount that relates to stock.</p> | <p>Provided that this Extension of Cover will not extend the insurance beyond the period of insurance.</p> |
| <p>30. Temporary cover for new premises</p> <p>For damage to property that is insured by this cover section we will temporarily extend the cover provided under this cover section to any premises that is used by your business for the first time during the period of insurance for a period of ninety (90) days from the date you first occupy new premises.</p> <p>Provided that:</p> <ol style="list-style-type: none"> this temporary cover is only available to property that is of a similar type to that insured by this cover section; the new premises has building, fire protection and security features that are similar to those at one of the premises shown in the schedule; and you provide us with the details we ask for about the new premises within ninety (90) days of you first using the new premises; <p>If we agree to cover the property at the new premises beyond the ninety (90) consecutive day period, you must pay or agree to pay us any additional premium we ask for.</p> <p>How we settle your claim – 6. 'Underinsurance' does not apply to this Extension of Cover.</p> | <p>The maximum we will pay for this Extension of Cover is limited to 50% of the highest limit of liability of any premises shown in the schedule.</p> |
| <p>31. Temporary removal to other premises</p> <p>We will pay for damage to property during the period of insurance as insured by this cover section while it is temporarily removed to any other fully enclosed and lockable premises within Australia.</p> | <p>This Extension of Cover does not cover property in transit;</p> <p>The maximum we will pay for this Extension of Cover is limited to twenty percent (20%) of the sum insured that applies to this property at the premises at which the property is normally located.</p> <p>This Extension of Cover will not apply to any property which has been removed for a period greater than ninety (90) days without our prior written consent.</p> |
| <p>32. Unauthorised use of utilities</p> <p>We will pay for the reasonable additional costs incurred for electricity, gas or water for which you are legally responsible, arising from the unauthorised use of premises by someone taking possession or occupying the premises without your permission provided that all reasonable steps are taken to terminate such unauthorised use promptly after it is discovered.</p> | <p>The maximum amount we will pay under this Extension of Cover is limited to \$20,000 any one loss.</p> |

All Extensions of Cover are subject to the terms, conditions and exclusions of this **cover section** and all **policy terms and conditions**.

Optional Amendments in Cover

1. Chemical contamination cover

Where 'Chemical **contamination**' cover is shown as 'Included' in the **schedule**, **we** will pay for clean up costs to remove or mitigate **contamination** or **pollutants** as a result of the manufacturing, storage or distribution of any controlled drug at the **premises** by **your** tenant during the **period of insurance**, provided that:

- a. the **building** at the **premises** is rented on a long term tenancy of six (6) months or more, with a valid tenancy agreement in place;
- b. **you** had no involvement in the manufacture, storage or distribution of any controlled drug at the **premises**;
- c. **you** had no prior knowledge of the manufacturing, storage or distribution of any controlled drug at the **premises**;
- d. **you** or **your property** manager have acted promptly once aware of the **contamination** at the **premises**;
- e. the manufacturing, storage or distribution operation at the **premises** was discovered by the police (or relevant authority), or has been referred to the police (or relevant authority) for investigation since it was discovered;
- f. an assessment by a suitably qualified professional has confirmed that the insured **property** at the **premises** has been **contaminated** as a result of the manufacture, storage or distribution of a controlled drug; and
- g. **you** or **your property** manager have:
 - i. conducted pre-tenancy checks for all tenants on the rental agreement, including written or verbal references, and the outcomes of these checks have been documented;
 - ii. inspected the **property** at the **premises**:
 - prior to the change of tenant that gave rise to the chemical **contamination** claim; and
 - within the first six (6) months of the tenant that gave rise to the chemical **contamination** claim commencing their rental agreement; and
 - at a minimum every twelve (12) months during the period of the tenancy that gave rise to the chemical **contamination** (including if the tenant was on a periodic tenancy agreement).

As part of assessing a claim under this Extension of Cover **we** may require **you** to provide evidence and/or copies of reports in relation to these pre-tenancy checks and inspections. Failure to do so may result in a claim under this Extension of Cover being denied. If **we** accept a claim under this Extension of Cover, **we** will reimburse the reasonable cost incurred in seeking an assessment by a suitably qualified professional to confirm the **contamination**.


The maximum **we** will pay for this Optional Amendment in Cover is \$50,000 during any one **period of insurance** including any cost incurred in seeking an assessment by a suitably qualified professional to confirm the **contamination**.


What you are not covered for

See 'General exclusions' to read more about section 54 of the Insurance Contracts Act (Cth) and how it applies to this policy.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), there is no cover under the Property Protection section of this policy in any of the following circumstances.

1. **We** will not pay for **damage to property** while it is undergoing any process where **damage** results from it being processed. For example, within its manufacturing process.
2. **We** will not pay for any **damage** to any **building** that is **unoccupied**, awaiting or undergoing demolition and to any **contents**, fittings, plant and machinery associated with such **property**, unless **we** have agreed in writing otherwise.
3. **We** will not pay for **damage** to textile blinds and awnings, shade cloth, shade houses, fibreglass houses and glass houses, gates, fences, signs and retaining walls caused by or arising from storm, rainwater, wind, hail or snow, except for as covered under Extension of Cover 11 'Property in the open air'.
4. **We** will not pay for **damage** to the personal property of directors, partners and employees except for as covered under Extension of Cover 26 'Personal effects'.
5. **We** will not pay for **damage to property** in transit outside of the **premises** other than **property** that is covered by Extension of Cover 14 'Restricted transit'.

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6. **We** will not pay for **damage** caused by or arising from:
- a. **flood**, when **flood** is shown as 'Excluded' in the **schedule**;
 - b. theft, other than:
 - i. physical **damage** to **property** at the **premises** during theft or any attempted theft;
 - ii. theft of parts of the **building** or fixed plant in the open air when insured under this **cover section**; or
 - iii. **property** comprising parts of the **building** or the landlord's premises that are temporarily removed for service or repair;
 - c. any legal liability that **you** have other than the legal liability that is covered within Extensions of Cover 12. 'Removal of Debris' (c);
 - d. the incorrect siting of **buildings** as a result of error in design or specification, faulty workmanship or non-compliance with the requirements of any lawful authority;
 - e. demolition ordered by local authorities, public or civil authorities or government as a result of failure by **you** to comply with any lawful requirement;
 - f. any unexplained shortage, inventory shortage or disappearance of **property**;
 - g. **contamination** of **property** by **pollutants**, except when caused directly by a peril or event covered by this **cover section** or as covered within Optional Amendments in Cover 1. 'Chemical contamination' cover. For the purposes of this exclusion 6(f):
 - i. **contamination** includes the actual or alleged exposure of **property** to any harmful substance or agent, whether on the surface of the **property** or otherwise and notwithstanding that the substance or agent does not change the physical characteristics of the **property**; and
 - ii. **pollutants** includes any harmful substance or agent (including, but not limited to, a virus, bacterium, parasite, pathogen or other organism);
 - h. the action of the sea or high water, unless caused by or arising from a direct consequence of an earthquake or seismological disturbance; or
 - i. erosion, landslide, mudslide, rockslide, subsidence, settling, seepage, shrinkage or expansion of earth, vibration or other earth movement, unless caused by or arising from a direct consequence within seventy-two (72) hours of a storm, of an earthquake, tsunami, subterranean fire, volcanic eruption, **flood** or water escaping from a water main owned by a water supply authority.
7. **We** will not pay for consequential loss of any kind including (but not limited to) consequential loss due to delay, lack of performance, loss of contract, or depreciation in the value of land or **stock**.
8. **We** will not pay for **damage** to boilers and other pressure vessels that have a value of more than \$250,000 where the **damage** is directly caused by the explosion or implosion of such boiler or pressure vessel. Provided that this does not apply to boilers used for domestic purposes.
9. **We** will not pay for **damage** to **property** being constructed, built, erected, altered or dismantled, including all associated materials or supplies, provided that this does not apply to:
- a. such **property** if the total cost of this work is less than \$500,000 or twenty percent (20%) of the **limit of liability** for the **premises** concerned, whichever is the lesser; or
 - b. that portion of the **building** or part of any **property** that is not directly affected by such work.
10. **We** will not pay for obsolete or redundant plant and equipment that is no longer used in the **business** provided that this exclusion shall not apply to items kept for spare parts or **stock**.

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11. **We** will not pay for **damage** caused directly by or arising directly from:
- a. mechanical, hydraulic, electronic or electrical breakdown, malfunction or failure of any **property**, except for as covered under Extension of Cover 1. 'Breakdown of electrical motors';
 - b. gradually operating causes such as, but not limited to, wear and tear, disease, fading, tree roots, evaporation, change in flavour, colour, temperature or texture;
 - c. mildew, mould, corrosion, rust, oxidisation, dry rot, corrosion;
 - d. insects, termites, vermin;
 - e. latent defects, inherent defects, faulty workmanship, faulty material, structural defects or faulty design. Provided that this exclusion shall not apply to the extent s.46 of the Insurance Contracts Act 1984 (Cth) provides a remedy;
 - f. faults or defects known to **you** or any employee whose knowledge at law would be deemed to be **your** knowledge and not disclosed to **us** at the time this insurance was arranged, extended, varied or renewed;
 - g. the total or partial stopping or interruption of work or any process or operation as a result of strikes and industrial disputes. Provided that this exclusion shall not apply in respect of **damage to property** directly caused by strikers, locked out workers or other persons engaged in supporting such activities;
 - h. explosion or implosion of any pressure vessels (including any boilers):
 - i. where the load on the safety valve upon the particular pressure equipment was in excess of the manufacturer's specification at the time of any **damage**; or
 - ii. where any safety valve limiting pressure was removed or rendered inoperative;
 - i. chipping, denting, defacing or scratching, except when caused directly by fire, lightning, explosion, impact by any road vehicle or animal (but there is no cover if caused by a domestic animal kept at the **premises**), aircraft or other aerial devices or articles dropped from them, falling communication masts, towers, antennae or dishes, falling **buildings** or structures or parts thereof, meteorite, riot, civil commotion, persons taking part in an industrial dispute, persons acting maliciously, earthquake, **flood**, storm, the bursting, overflowing or discharging of tanks, apparatus or pipes containing water or liquid of any kind, or sprinkler leakage;
- Provided that **we** will pay for any subsequent **damage to property** that is not otherwise excluded, caused directly by or arising directly from any peril or event referred to in (a) – (i) above.
- j. fraud or dishonesty by **you** or **your** directors, partners, employees, officers or any other persons who have an interest in the **property**;
12. **We** will not pay for **damage** occurring within seventy-two (72) hours from the commencement of this policy caused by or arising from bushfire, **flood** or a cyclone named by the Bureau of Meteorology. Provided that this does not apply if:
- i. the policy commenced immediately after another policy covering the same risk has expired, without a break in cover;
 - ii. **you** have entered into a contract of sale to purchase the **property** at the **premises** and the purchase has not yet settled; or
 - iii. **you** have entered into a contract to lease the **property** at the **premises**.
13. **We** will not pay for **damage** to glass, other than glass that is **stock** in trade or merchandise when a sum insured for **stock** is shown in the **schedule**.

Definitions

The following definitions shall apply to the terms used in this **cover section**. Wherever these words appear within this **cover section** they are shown in bold. The singular shall include the plural and vice versa.

| Term | Definition |
|---------------------------|---|
| Catastrophe | Catastrophe means a large scale destructive event, in the area in which the premises is located, which either: <ol style="list-style-type: none"> 1. the Insurance Council of Australia has declared to be an 'insurance catastrophe event'; or 2. as a consequence of the event, the relevant government authority has declared a state of emergency. |
| Contamination | Contamination means the discharge, dispersal, release, escape of any type of pollutant or contaminant into or upon property , land, atmosphere or any watercourse or body of water including, but not limited to, ground water. |
| Damage or damaged | Damage or damaged means accidental physical damage, destruction or loss. Damage or damaged does not include the actual or alleged exposure of property to any harmful substance or agent, whether on the surface of the property or otherwise and which substance or agent does not change the physical characteristics of the property (whether or not it impairs the property's utility). |
| Indemnity | Indemnity means to reinstate, replace or repair the insured property to a condition substantially the same as but not better or more extensive than its condition at the time of the damage , loss or destruction, taking into consideration age, condition, depreciation and remaining useful life. If cash settled, then Indemnity represents the fair and reasonable value for which you or the funds recipient would be able to reinstate, replace or repair the insured property in the above described manner, following a claim against this policy. |
| Limit of liability | Limit of liability means 120% of the sums insured values shown in the schedule for a specific premises . This is the maximum amount that we will pay for all damage that arises out of any one source or original cause at such premises unless it is stated under any Extensions of Cover that payments will be made in addition to this amount. |
| Reinstatement | Reinstatement means to restore that part of the property that is damaged and any undamaged property which has been dismantled to enable the restoration of the damaged property , so that the function, output and construction are similar to that part of the property when it was new, by repairing it or at our option replacing that part of the property with similar new property . |
| Replacement | Replacement means the cost to replace property with new property that has similar function, output and construction to that of the original property when it was new. This shall include all charges, fees and costs such as but not limited to local authority permit and approval charges, architects, engineers and other consultants fees necessarily incurred when replacing this property . |
| Specified items | Specified items means each item of property that is specifically described and shown in the policy schedule . |

BUSINESS INTERRUPTION

Under this **cover section** you can choose to purchase cover for:

1. 'Insurable Gross Profit';
2. 'Annual Revenue'; or
3. 'Additional increased cost of working only'.

What you are covered for

Where the selected option ('Insurable Gross Profit', 'Annual Revenue' or 'Additional increased cost of working only') is shown in the **schedule** as 'Included', **we** will pay up to the **sum insured** shown in the **schedule** for:

A. Insurable gross profit

If 'Insurable Gross Profit' is shown in the **schedule**, **we** will pay for a reduction in **insurable gross profit** during the **indemnity period** that results from interruption or interference to **your business** caused by any **insured damage** that happens at the **premises** up to the 'Insurable Gross Profit' **sum insured** shown in the **schedule**.

B. Annual Revenue

If 'Annual Revenue' is shown in the **schedule**, **we** will pay for a reduction in **revenue** during the **indemnity period** that results from interruption or interference to **your business** caused by any **insured damage** that happens at the **premises** up to the 'Revenue' **sum insured** shown in the **schedule**.

C. Rental Income

If 'Rental Income' is shown in the **schedule**, **we** will pay for a reduction in **rental income** during the **indemnity period** that results from interruption or interference to **your business** caused by any **insured damage** that happens at the **premises** up to the 'Rental Income' **sum insured** shown in the **schedule**.

D. Additional increased cost of working only

If 'Additional increased cost of working only' is shown in the **schedule**, **we** will pay for all costs that are reasonably and necessarily incurred during the **indemnity period** in consequence of **insured damage** in order to lessen a reduction in **insurable gross profit, revenue, or rental income** and/or resume or maintain **your normal business** operations and/or services following such **insured damage** up to the 'Additional increased cost of working only' **sum insured** shown in the **schedule**.

How we will settle your claim

1. Sum insured

We will not pay more than the **sum(s) insured** shown in the **schedule**.

2. Settlement of business interruption claims

- A. If 'Insurable Gross Profit' is shown in the **schedule**, when **we** agree to provide cover for **insurable gross profit**, claims will be settled as follows:

i. During the first twelve (12) weeks

During the first twelve (12) weeks from the date on which the **insured damage** occurred:

Indicative industry rate of gross profit x amount by which the **turnover**, since the **insured damage** happened, fell short of the **turnover** in the corresponding twelve (12) weeks immediately before such **insured damage**

Plus any additional expenses necessarily incurred for the sole purpose of lessening the reduction in **insurable gross profit**, providing such additional expenses do not exceed the reduction in **insurable gross profit** avoided.

Any amount paid will be adjusted to take into account any demonstrated trends in the **business** and any other demonstrated influences that would vary the **turnover**, including adjustment for:

- i. any increases in **turnover** achieved through any action taken or benefit received by **you** or **your business**, whether at **your premises** or at another location, and including through the conduct of business by telephone, online or through any other channel or medium; and
- ii. any reduction in **turnover** that would have occurred even if the event, occurrence, fact, matter or circumstance covered under this section had not interrupted or interfered with **your business**.

We will not reduce the amount paid by deducting expenses normally incurred in the **business** which reduce or cease as a result of **insured damage**

ii. After the first twelve (12) weeks

After the first twelve (12) weeks from the date on which the **insured damage** occurred and until the end of the **indemnity period**:

Calculated rate of gross profit x amount by which the **turnover**, since the **insured damage** happened, fell short of:

- iii. the **turnover** in the corresponding twelve (12) month period in the year before such insured damage; or
- i. a period of **your** normal **business** operations that corresponds most closely to the **indemnity period** if **your business** has operated for less than a year at the time of the insured damage.

Plus any additional expenses necessarily incurred for the sole purpose of lessening the reduction in **insurable gross profit**, providing such additional expenses do not exceed the reduction in **insurable gross profit** avoided.

Any amount paid will be adjusted to take into account:

- i. any trends in the **business** and any other influences that would vary the **turnover**, including adjustment for:
 - a. any increases in **turnover** achieved through any action taken or benefit received by **you** or **your business**, whether at **your premises** or at another location, and including through the conduct of business by telephone, online or through any other channel or medium; and
 - b. any reduction in **turnover** that would have occurred even if the event, occurrence, fact, matter or circumstance covered under this section had not interrupted or interfered with **your business**; and
- ii. any expenses normally incurred in the **business** which reduce or cease as a result of **insured damage**.

B. If 'Annual Revenue' is shown in the **schedule**, when **we** agree to provide cover for **revenue**, claims will be settled as follows:

From the date on which the insured damage occurred:

From the date on which the **insured damage** occurred and until the end of the **indemnity period**:

Revenue x amount by which the **revenue**, since the **insured damage** happened, fell short of:

- i. the **revenue** in the corresponding twelve (12) month period in the year before such **insured damage**; or
- ii. a period of **your** normal **business** operations that corresponds most closely to the **indemnity period** if **your business** has operated for less than a year at the time of the **insured damage**.

Plus any additional expenses necessarily incurred for the sole purpose of lessening the reduction in **revenue**, providing such additional expenses do not exceed the reduction in **revenue** avoided.

Any amount paid will be adjusted to take into account:

- i. any trends in the **business** and any other influences that would vary the **revenue**, including adjustment for:
 - a. any increases in **revenue** achieved through any action taken or benefit received by **you** or **your business**, whether at **your premises** or at another location, and including through the conduct of business by telephone, online or through any other channel or medium; and
 - b. any reduction in **revenue** that would have occurred even if the event, occurrence, fact, matter or circumstance covered under this section had not interrupted or interfered with **your business**; and
- ii. any expenses normally incurred in the **business** which reduce or cease as a result of **insured damage**.

C. If 'Rental Income' is shown in the **schedule**, when **we** agree to provide cover for **rental income**, claims will be settled as follows:

- i. in respect of loss of **rental income**:

the amount by which the **rental income** during the **indemnity period** falls short of the **rental income** in the corresponding twelve (12) month period in the year before such **insured damage**; or a period of **your** normal **business** operations that corresponds most closely to the **indemnity period** if **your business** has operated for less than a year at the time of the **insured damage**.
- ii. in respect of additional expenditure:

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **rental income** which, but for that expenditure, would have taken place during the **indemnity period** in consequence of the damage, but not exceeding the amount of the reduction in **rental income** thereby avoided,

less any sum saved during the **indemnity period** in respect of such charges and expenses of **your business** payable out of **rental income** as may cease or be reduced in consequence of the damage.



- D. If “Additional increased cost of working only” is shown in the **schedule**, when **we** agree to provide cover, **we** will pay for all costs not otherwise payable under this **cover section** that are reasonably and necessarily incurred in consequence of the **insured damage** in order to lessen the reduction in **insurable gross profit, revenue, or rental income** and/or resume or maintain **your normal business operations and/or services**.

3. Underinsurance

This clause shall not apply if the claim does not exceed ten percent (10%) of the **sum insured** shown in the **schedule** for the respective item.

Where from the date on which the **insured damage** occurred the **sum insured** for:

- a. ‘Insurable Gross Profit’ shown in the **schedule** is less than eighty percent (80%) of **your insurable gross profit** from the twelve (12) months immediately before the **insured damage** happened (or its proportionately increased multiple where the **indemnity period** exceeds twelve months);
- b. ‘Annual Revenue’ shown in the **schedule** is less than eighty percent (80%) of **your revenue** from the twelve (12) months immediately before the **insured damage** happened (or its proportionately increased multiple where the **indemnity period** exceeds twelve months);
- c. ‘Rental Income’ shown in the **schedule** is less than eighty percent (80%) of **your annual rental income** from the twelve (12) months immediately before the **insured damage** happened (or its proportionately increased multiple where the **indemnity period** exceeds twelve months),

then the amount payable for those items will be proportionately reduced.

If the **sum insured** shown in the **schedule** for ‘Insurable Gross Profit’ or ‘Revenue’, has been calculated using the **LMI BICalculator** approved by **us** and **your** ‘GST exclusive sales income’ figures from **your** Business Activity Statement are as stated in the calculation from the approved calculator, then this clause will not apply.

Underinsurance calculation examples:

These examples are a guide only and do not cover all potential scenarios or benefits that may be paid under this policy. It does not form part of the **policy terms and conditions**.

Scenario 1 – loss of insurable gross profit

- i. **You** make a claim for a reduction in **insurable gross profit** totalling \$400,000^a.
- ii. The **sum insured** shown in the **schedule** for ‘Insurable Gross Profit’ is \$600,000^b with a twelve (12) month **indemnity period**.
- iii. **Your insurable gross profit** for the year immediately prior to the date of the **insured damage** was \$1,000,000.
- iv. 80% of the **insurable gross profit** for the year immediately prior to the date of the **insured damage** is \$800,000^c.

| |
|--|
| $\$400,000^a \times \frac{\$600,000^b}{\$800,000^c} = \text{so, } \$400,000^a \times 75\%$ |
|--|

Our payment to you would be reduced to \$300,000, less any **excess**.

Scenario 2 – loss of rental income

- i. **You** make a claim for a reduction in **rental income** totalling \$100,000^a.
- ii. The **sum insured** shown in the **schedule** for ‘Rental Income’ is \$220,000^b with a twelve (12) month **indemnity period**.
- iii. **Your rental income** for the year immediately prior to the date of the **insured damage** was \$371,300.
- iv. 80% of the **rental income** for the year immediately prior to the date of the **insured damage** is \$297,040^c.

| |
|--|
| $\$100,000^a \times \frac{\$220,000^b}{\$297,040^c} = \text{so, } \$100,000^a \times 74\%$ |
|--|

Our payment to you would be reduced to \$74,000, less any **excess**.

The following conditions are applicable to 'Insurable Gross Profit' and 'Annual Revenue':

1. Progress payments

We will make periodic progress payments for any amounts covered under this policy.

2. Accumulated stock

Any amount paid will be adjusted to take into account a fair allowance if any shortage in **turnover** or loss of **revenue** is postponed because the **turnover** or **revenue** being temporarily maintained is from accumulated **stock**.

3. Departmental clause

If **your business** is conducted in departments and each of the departments **turnover** or **revenue** can be determined, the provisions of the 'Settlement of business interruption claims' section will apply separately to each department affected by the **insured damage**.

4. Closure of your business

If during the **indemnity period** you permanently close **your business**, for any reason (including involuntary closure), then the **indemnity period** will end on the day you permanently close **your business** unless we agree in writing to continue this period.

Nothing in this clause shall affect **your** right to an equitable adjustment where the decision to close the **business** is taken with **our** approval and arises directly as a result of the interruption or interference of **your business** from a circumstance covered by this **cover section**.

5. New business

In the event of **insured damage** occurring at the **premises** before the completion of the first year's trading of **your business**, fair adjustments shall be made to the **calculated rate of gross profit, rental income, revenue** and **turnover** as may be necessary to convert to a 12 month equivalent figure from the commencement date of **your business** and the date of the **insured damage**.

Extensions of Cover

Except where stated otherwise, provided that the total **sum insured** shown in the **schedule** for this **cover section** is not exceeded, **we** will provide cover for the following Extensions of Cover in respect of either 'Insurable Gross Profit', 'Annual Revenue' or 'Additional increased costs of working only'.

| Extensions of cover: | Exclusions and restrictions that apply: |
|--|--|
| <p>1. Catastrophe cover</p> <p>When Extension of Cover 20 'Catastrophe cover' under the Property Protection cover section applies, and the indemnity period stated in the schedule is twelve (12) months or more, we will increase the indemnity period by a further three (3) months, providing that you undertake the reinstatement of your business at the existing or an alternative premises.</p> | <p>This Extension of Cover only applies to 'Insurable Gross Profit', 'Annual Revenue' and 'Rental Income'.</p> |
| <p>2. Computer Equipment</p> <p>We will cover interruption or interference of your business caused by Insured damage to computer installations including ancillary equipment and data processing media utilized by you.</p> | <p>We will not pay more than twenty percent (20%) of the sum insured for 'Insurable Gross Profit' or 'Annual Revenue' in respect of this Extension of Cover.</p> |
| <p>3. Customers and Suppliers</p> <p>We will cover interruption or interference of your business caused by insured damage to:</p> <ol style="list-style-type: none"> a. property at the premises of any of: <ol style="list-style-type: none"> i. your suppliers of goods, materials, produce, or services, including their direct suppliers; ii. repairers or processors of materials, components or goods used by the business; or iii. manufacturers of products utilised or sold by the business. b. property at: <ol style="list-style-type: none"> i. the premises of any of your customers, or property at the premises of their direct suppliers or customers; or ii. work sites when your business includes work away from your premises. | <p>We will not pay more than twenty percent (20%) of the sum insured for 'Insurable Gross Profit' or 'Annual Revenue' in respect of this Extension of Cover.</p> <p>We will not pay for losses involving utilities, including internet connection, under this Extension of Cover.</p> |
| <p>4. Explosion of boilers and pressure vessels</p> <p>We will cover interruption or interference of your business caused by an explosion or implosion of a boiler or pressure vessel.</p> | |
| <p>5. Insured damage in the vicinity</p> <p>We will cover interruption or interference of your business caused by insured damage:</p> <ol style="list-style-type: none"> a. to any property within a multi-tenanted commercial complex within which your business is located; or b. to property within a fifty (50) kilometre radius of your premises; <p>which prevents the use or access to the premises.</p> | <p>This Extension of Cover only applies if the damage would have been covered under the Property Protection cover section of this policy, if the property in the vicinity of the premises had been insured under that cover section.</p> |
| <p>6. Non-owned property at the premises</p> <p>We will cover interruption or interference of your business caused by insured damage to your landlord's and/or other non-owned property used by you at the premises.</p> | |
| <p>7. Registered motor vehicles</p> <p>We will cover interruption or interference of your business caused by Insured damage to registered motor vehicles, motorcycles, caravans and trailers, that are owned and/or operated by you but only while the Insured damage occurs at your premises or at another location where you conduct business within Australia but not on a public thoroughfare.</p> | |

| Extensions of cover: | Exclusions and restrictions that apply: |
|---|--|
| <p>8. Prevention of access by a public or civil authority</p> <p>We will cover interruption of the whole of your business caused solely and directly by any action taken under law by a public or civil authority:</p> <ul style="list-style-type: none"> a. preventing access to the whole of your premises by enforced closure; or b. imposing a public evacuation; <p>as a result of damage to or threat of damage to property within a fifty (50) kilometre radius of your premises.</p> | <p>There is no cover for any personal injury, damage to property, loss, damage, destruction, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any disease determined at any time before or during the period of insurance to be a listed human disease under the Biosecurity Act 2015 (Cth) (as amended from time to time, replaced or substituted) or which is the subject of a Human Biosecurity Emergency under the Biosecurity Act 2015 (Cth) (as amended from time to time, replaced or substituted) and whether the disease manifested or was discovered or occurred at the location of your premises or elsewhere.</p> <p>When we settle a claim it may be adjusted, and you will not have cover to the extent of the adjustment, in accordance with clause 2 (Settlement of business interruption claims) under "How we will settle your claim", by trends or influences that would have interrupted the whole or a part of your business even if the prevention of access contemplated by extension 8 ("Prevention of access by a public or civil authority") had not interrupted your business.</p> |
| <p>9. Prevention of access due to murder, suicide or infectious disease</p> <p>We will cover interruption of the whole of your business caused solely and directly by:</p> <ul style="list-style-type: none"> a. closure or evacuation of all or part of the premises by any legal authority as a result of vermin or other animal pests at the premises; b. bomb threat at or to the premises; c. action taken under law by a public or civil authority preventing access to the whole of your premises by enforced closure due to the outbreak of an infectious or contagious human disease manifesting and diagnosed as occurring only within a twenty (20) kilometre radius of your premises, provided that there is no manifestation of that infectious or contagious human disease and it is not diagnosed as occurring outside of the twenty (20) kilometre radius of your premises; d. hygiene problems associated with drains or other sanitary arrangements at the premises; e. poisoning directly caused by the consumption of food or drink provided on the premises; and f. murder or suicide occurring at or within a twenty (20) kilometre radius of your premises. | <p>There is no cover for any personal injury, damage to property, loss, damage, destruction, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any disease determined at any time before or during the period of insurance to be a listed human disease under the Biosecurity Act 2015 (Cth) (as amended from time to time, replaced or substituted) or which is the subject of a Human Biosecurity Emergency under the Biosecurity Act 2015 (Cth) (as amended from time to time, replaced or substituted) and whether the disease manifested or was discovered or occurred at the location of your premises or elsewhere.</p> <p>When we settle a claim it may be adjusted, and you will not have cover to the extent of the adjustment, in accordance with clause 2 (Settlement of business interruption claims) under "How we will settle your claim", by trends or influences that would have interrupted the whole or a part of your business even if the prevention of access contemplated by extension 9 ("Prevention of access due to murder, suicide or infectious disease") had not interrupted your business.</p> |
| <p>10. Storage, transit, bridges, railway lines and roads</p> <p>We will cover interruption or interference of your business caused by insured damage to:</p> <ul style="list-style-type: none"> a. your property stored at any premises not occupied by you; b. your property while in transit outside of the premises occupied by you; or c. bridges, railway lines and roads over which stock, components and materials are ordinarily conveyed to and from the premises. | <p>We will not pay more than twenty percent (20%) of the sum insured for 'Insurable Gross Profit' or 'Annual Revenue' in respect of this Extension of Cover.</p> |
| <p>11. Utilities</p> <p>We will cover interruption or interference of your business caused by insured damage to land based property that belongs to or is controlled by any organisation that produces, supplies or delivers communication services (including internet connection), electricity, gas, water or sewerage used by the business.</p> | <p>We will not pay for claims unless the interruption of the supply extends for greater than forty-eight (48) hours unless the property of the supplier is at or immediately adjacent to your premises.</p> |

All Extensions of Cover are subject to the terms, conditions and exclusions of this **cover section** and all **policy terms and conditions**.



| Amendments of cover: | Exclusions and restrictions that apply: |
|---|---|
| <p>1. Combined extra covers</p> <p>If ‘Combined Extra Covers’ is shown as ‘Included’ in the schedule and we agree to pay a claim under this cover section for ‘Insurable Gross Profit’ or ‘Annual Revenue’ we will also cover you for clauses a. to c. of this extension of cover:</p> <p>a. Accounts receivable</p> <p>We will pay for:</p> <ul style="list-style-type: none"> i. any amounts owed to you that cannot be collected as a direct result of insured damage to your accounts receivable records; and ii. the necessary debt collection costs incurred with our consent to determine and collect the amounts owed to you. <p>b. Contractual Fines and Penalties</p> <p>We will pay for:</p> <ul style="list-style-type: none"> i. fines or damages for breach of contract resulting from non-completion or late completion of orders; or ii. the discharge of contract purchases, cancellation notices, fines or damages for breach of contracts for the purchase of goods or services you cannot use during the indemnity period, less the value of these goods to you or the amount received for their sale. <p>c. Additional increase in cost of working</p> <p>We will pay for all costs not otherwise recoverable that are reasonably and necessarily incurred in order to lessen the reduction in insurable gross profit, revenue, or rental income and/or resume or maintain your normal business operations and/or services.</p> | <p>The maximum we will pay for this Optional Amendment of Cover is up to the sum insured shown in the schedule in the aggregate for ‘Combined Extra Covers’.</p> <p>We will not pay for:</p> <ul style="list-style-type: none"> i. losses due to book-keeping or accounting errors or omissions; ii. losses due to your dishonesty or the dishonesty of your directors, partners, employees or officers, or any other person who have an interest in the accounts receivable records; iii. bad debts that you would not normally choose to collect; or iv. collection costs that you would normally incur. <p>We will not cover any liability you may incur for exemplary, punitive or aggravated damages.</p> |
| <p>2. Additional claims preparation costs</p> <p>If ‘Additional Claims Preparation Costs’ is shown in the schedule, we will pay for costs incurred that are not otherwise recoverable for processing and certifying details of claims under cover sections Property Protection and Business Interruption.</p> <p>This Optional Amendment of cover is payable in addition to any payment available under ‘Our actions and obligations’ (b).</p> | <p>The maximum we will pay for this Optional Amendment of Cover is up to the sum insured shown in the schedule for ‘Additional Claims Preparation Costs.’</p> |

Definitions

The following definitions shall apply to the terms used in this **cover section**. Wherever these words appear within this **cover section** they are shown in bold. The singular shall include the plural and vice versa.

| Term | Definition |
|--|---|
| Calculated rate of gross profit | Calculated rate of gross profit means the ratio of insurable gross profit to turnover earned during the financial year immediately before the financial year in which the insured damage happened. |
| Damage or Damaged | Damage or damaged means accidental physical damage, destruction or loss. Damage or damaged does not include the actual or alleged exposure of property to any harmful substance or agent, whether on the surface of the property or otherwise and which substance or agent does not change the physical characteristics of the property (whether or not it impairs the property's utility). |
| Indemnity period | For the purpose of this cover section only, indemnity period means the period that starts with the occurrence of the damage that causes the interruption or interference to your business and ends no later than the number of months shown in the schedule during which the interruption or interference to your business occurs. |
| Indicative industry rate of gross profit | Indicative industry rate of gross profit means ratios from data provided by an insurance industry specialist chosen by us , matched to businesses of the same or nearest equivalent ANZSIC classification as your business . |
| Insurable gross profit | Insurable gross profit means turnover less the cost of freight, packing, bad debts, and the purchase of goods, materials, components, or stock . |
| Insured damage | Insured damage means: 1. damage when both the property that is damaged and the cause of the damage is covered, or would have been covered but for the application of any excess , by: a. your policy under one or more of the following cover sections : (i) Property Protection; (ii) Theft; (iii) Money; (iv) Glass; or (v) Portable Property; b. another insurance policy that insures your property and names you as the insured. Provided that: (i) we receive written confirmation of the extent of cover from the insurer who issued this other policy; and (ii) cover for both the property that is damaged and the cause of the damage that would have been covered, or would have been covered but for the application of an excess , under one of the cover sections shown in 1 (a) above had that cover section formed part of your policy; or 2. damage to property noted within any of Extensions of Cover of this cover section which would have been covered under one or more of the following cover sections : (i) Property Protection; (ii) Theft; (iii) Money; (iv) Glass; or (v) Portable Property; if it had been insured under that cover section as part of your policy when the damage happened. Insured damage excludes damage to property where such property is located outside Australia . |
| LMI BI Calculator | LMI BICalculator means the Blue Zebra Insurance Pty Ltd – Business Insurance (PDS) LMI BICalculator that is an online tool that can be used to calculate the insurable gross profit and/or revenue sums insured. The results produced by this calculator should be taken as a guide only and should not be relied upon as the sole basis for your insurance decisions. You should always involve your insurance or financial advisers to provide guidance on sums insured . If you require further information about the LMI BICalculator please contact your intermediary. |



| Term | Definition |
|----------------------|--|
| Rental income | Rental income means your gross rental income including any other monies paid by the lessee under the terms of the rental or leasing agreement. |
| Revenue | Revenue means the revenue earned less the cost of any related purchases (after any discounts) and other expenses. Revenue also includes the loss of any government approved incentives, subsidies or development allowances you are entitled to in relation to your business . |
| Turnover | Turnover means income derived from the sale of products and services including electrical power generated and sold or any Government approved incentives, subsidies or market development allowances you are entitled to in relation to your business in the course of your business . |

THEFT, MONEY & EMPLOYEE FRAUD

Under this section **you** can choose to purchase cover for the following **cover sections**:

1. 'Theft';
2. 'Money'; and/or
3. 'Employee Fraud'.

Each **cover section** is optional and will only apply if it is shown in the **schedule**. Nothing in this section, including the provisions under 'How we settle your claim' for 'Theft', 'Money', or 'Employee Fraud' claims, operates to extend cover to any type of **property** or **money** that is not otherwise insured under the relevant **cover section**.

What you are covered for

For each **cover section** ('Theft' and/or 'Money', and/or 'Employee Fraud') shown as 'Included' in the **schedule**, **we** will, subject to the terms of the relevant **cover section**, pay up to the **sum insured** for that **cover section** shown in the **schedule** for:

1. Theft cover section

property that is lost or **damaged** as a result of **theft** at the **premises** following:

- a. visible, forcible and violent entry into or exit from a **building** at the **premises**;
- b. a person hiding on the **premises** during normal operating hours until the **premises** are closed and **locked** up;
- c. an actual, attempted or threatened armed hold up;
- d. an actual, attempted or threatened assault or violent act; or
- e. a visible, forcible and violent entry into any **locked** cabinet, counter or showcase;

that happens during the **period of insurance**.

2. Money cover section

loss, **damage** or destruction of **your money**, including **theft of money**:

- a. whilst in direct **transit** to or from the **premises**;
- b. while contained in the night **safe**, night depository chute or automatic teller machine of any **bank** up until the close of business on the next **bank** trading day following **your** deposit;
- c. on the **premises**;
- d. in a **locked safe** or **strongroom**; or
- e. in **your** personal custody or the personal custody of an authorised person while in a private residence at the time of the loss;

during the **period of insurance**.

3. Employee Fraud cover section

employee fraud resulting in loss of **property** or **money** provided:

- a. **you** are able to identify which of **your employees** are responsible; or
- b. **you** can satisfactorily demonstrate that the loss was caused by the dishonest conduct of one or more **employees**;

and the **employee fraud** is discovered within one (1) year following the expiry of the **period of insurance** or within one (1) year of the date upon which **your employee** committing the **employee fraud** ceased to be in **your** employment, whichever occurs first.

Optional extension of cover - Additional audit and claims preparation costs

If 'Additional audit and claims preparation costs' is shown as 'Included' in the **schedule** **we** will pay costs incurred with **our** approval for reasonable professional fees and such other expenses for processing and certifying details of a claim for **employee fraud** under this **cover section** up to an amount equal to the **sum insured** for 'Additional Audit and Claims preparation costs'.

This Optional Extension of Cover is payable in addition to any payment available under 'Our actions and obligations' (b).

When you don't purchase a cover section

If **you** do not purchase a cover section referenced above, and:

1. 'Theft' is shown as 'You are not insured for this section' in the **schedule**, **we** will not pay for **property** that is lost or **damaged** as a result of **theft**.
2. 'Money' is shown as 'You are not insured for this section' in the **schedule**, **we** will not pay for loss of **money** including **theft of money** except where '**Employee Fraud**' is shown as 'Included' in the **schedule** and then only to the extent of that cover.
3. 'Employee Fraud' is shown as 'You are not insured for this section' in the **schedule**, **we** will not pay for **employee fraud**.

How we will settle your claim

1. Sum insured

We will not pay more than the **sum(s) insured** shown on the **schedule**.

When a **sum insured** is shown for **theft**, for each **category** or **categories**, **we** will not pay more than the **sum insured** shown in the **schedule** for this **cover section**, except to the extent stated under the heading 'Extensions of cover'.

2. Excess

The **excess** that applies is shown in the **schedule**.

For **employee fraud** **you** are liable for the **excess** for each and every claim resulting from an act or series of related acts of **employee fraud** by **your employee**.

Only one **excess** will apply to all claims resulting from the same event.

3. Settlement of theft, money or employee fraud claims

When **we** provide cover under a **cover section**, **we** will settle claims under that **cover section** as follows depending on the type of **property** or **money** lost or **damaged** and only to the extent insured under that **cover section**:

| Types of property/money | How we will settle claims |
|--|---|
| Certificates of stock, bonds, coupons and all other types of securities | <ol style="list-style-type: none"> a. the cost of replacement paid or payable by you; or b. the fair market value of lost, damaged or destroyed securities at the close of business on the business day immediately preceding the date on which the loss was discovered. |
| Contents | <p>We will ordinarily repair or replace the contents.</p> <p>If we cannot do either of those, then we will provide you with a fair cash settlement, which will enable you to repair the contents or replace them with new equivalent contents.</p> |
| Loss of subscription, conversion or redemption privileges through the loss of any security | The value immediately preceding the expiration of the subscription, conversion or redemption, in the currency in which the loss was sustained. |
| Money (other than certificates of stock, bonds, coupons and all other types of securities or travellers' cheques) | We will pay the amount of money lost. |
| Safes or strongrooms | <p>We will ordinarily repair the safe or strongroom, or replace the safe or strongroom with an item of a specification equal to but not better or more extensive than it was when new.</p> <p>If we cannot do either of those, then we will provide you with a fair cash settlement, which will enable you to repair the safe or strongroom or replace the safe or strongroom with a new equivalent.</p> |
| Stock | <p>We will ordinarily repair the stock or replace it with stock of specification equal to but not better than it was.</p> <p>If we cannot repair or replace the stock, then we will provide you with a fair cash settlement, which will enable you to repair the stock or if repair is not practicable, then replace the stock with new equivalent stock.</p> |
| Travellers' cheques, discount house vouchers or lottery tickets. | The original purchase price incurred by you . |

4. Foreign currencies

Losses sustained in currencies other than Australian dollars will be calculated by converting the amount of the loss to Australian dollars at the market rate as at the date of the loss or such other rates as may have been expressly agreed with **us**. If there is no market price or value on the relevant day, then the value shall be agreed between **you** and **us**, or in default, **we** and **you** shall submit to mediation and be bound by the decision of the mediator.

5. Proof of loss

For **employee fraud** claims, **we** will accept as proof of **your** loss, a certified statement from **your** auditor or accountant that shows the value of the **property** or **money** that is lost.

Extensions of Cover

We will, if they apply to the **cover sections**, provide the following Extensions of Cover:

| Extensions of cover: | Exclusions and restrictions that apply: |
|--|--|
| <p>1. Bank or public holiday increase</p> <p>The sum insured for 'money' is increased by 100% on days that are bank or public holidays. This increase shall continue to apply up until 4:00pm on the first bank trading day after such holiday.</p> | <p>Provided that this Extension of Cover does not apply to:</p> <ul style="list-style-type: none"> a. damage to safes or strongrooms; or b. money on premises outside business hours; and <p>is not cumulative with Extension of Cover 17. – 'Seasonal or festive increase'.</p> |
| <p>2. Business records</p> <p>In addition to the sums insured for 'theft' or 'money' we will also pay the costs necessarily incurred by you to recompile business books, computer system records, patterns, plans, and other business records following a theft which is covered by this cover section.</p> | <p>The maximum amount that we will pay for this Extension of Cover during the period of insurance is limited to \$25,000.</p> |
| <p>3. Clothing and personal effects</p> <p>In addition to the sums insured for 'theft' or 'money' we will also pay the cost of replacing personal effects belonging to directors, employees and visitors to your premises or visitors to another location where you conduct business, that are lost or damaged during theft.</p> | <p>The maximum amount we will pay for this Extension of Cover is limited to \$10,000 in total any one event.</p> |
| <p>4. Contents in storage</p> <p>If 'Theft' is shown as 'Included' in the schedule we will pay for theft of property whilst stored in a secure commercial storage facility in Australia, providing the commercial storage facility is:</p> <ul style="list-style-type: none"> a. fully enclosed and lockable; and b. only accessible by you or someone authorised by you. | <p>The maximum we will pay for this Extension of Cover is:</p> <ul style="list-style-type: none"> a. \$25,000 any one event; or b. the sum insured for 'theft'; <p>whichever is less.</p> |
| <p>5. Continuity of cover</p> <p>If:</p> <ul style="list-style-type: none"> a. 'Employee Fraud' is shown as 'Included' in the schedule; b. this cover section replaces any prior employee fraud insurance cover or fidelity insurance cover held by you with any other insurer; and c. cover under this cover section commences immediately after cover under the prior cover referred to in 5(b) ends; <p>then this cover section extends to cover any employee fraud discovered during the period of insurance where that employee fraud is not covered by the above stated prior cover solely because it was not discovered during the time the above stated prior cover was in force or during any applicable extended reporting period.</p> | <p>Provided that under this Extension of Cover:</p> <ul style="list-style-type: none"> a. the amount of the loss shall form part of and will not be in addition to the sum insured; and b. the property or money lost would have been covered under this cover section if this cover section had been in force when the employee fraud causing the loss was committed. <p>We will pay the lesser of:</p> <ul style="list-style-type: none"> a. the amount which would have been payable under the stated prior cover if that prior cover had continued in force or had applied at the date of discovery of the employee fraud; or b. the sum insured for 'Employee Fraud' at the date of substitution. |
| <p>6. Cost of recovery</p> <p>If 'Employee Fraud' is shown as 'Included' in the schedule and you sustain an employee fraud loss covered by this cover section that is greater than the sum insured, we will pay for costs and expenses you have reasonably incurred in an attempt to recover lost property or money.</p> | <p>The maximum we will pay for this Extension of Cover is limited to an additional twenty percent (20%) of the sum insured for 'Employee Fraud'.</p> |

| Extensions of cover: | Exclusions and restrictions that apply: |
|---|---|
| <p>7. Counterfeit currency</p> <p>If 'Money' is shown as 'Included' in the schedule we will, subject to the sum insured for 'money', also pay for loss of money due to your acceptance of counterfeit Australian currency for goods or services supplied by you in connection with your business.</p> | <p>The maximum we will pay for this Extension of Cover is limited to \$500 in total, in any one period of insurance.</p> |
| <p>8. Damage to rented buildings</p> <p>Following a theft which is covered by this cover section, if you are a tenant, we will cover you for damage to buildings that you occupy as a tenant if you are legally liable for that damage under the terms of your lease.</p> | <p>The maximum we will pay for this Extension of Cover is limited to \$20,000 in total, in any one period of insurance.</p> |
| <p>9. Death following assault benefit</p> <p>Following a theft which is covered by this cover section, if any person is injured while protecting or attempting to protect property or money from theft and death results from this injury within twelve (12) months, in addition to the sums insured for 'theft' or 'money' we will pay a \$10,000 'death following assault benefit' to the estate of that person.</p> | |
| <p>10. Disposal of damaged property</p> <p>In addition to the sum insured for 'theft' we will also pay the costs necessarily incurred by you to dispose of damaged property as a result of theft of property which has no salvage value.</p> | <p>The maximum we will pay for this Extension of Cover is limited to \$5,000 in total for any one event.</p> |
| <p>11. Illegal use of corporate credit cards</p> <p>If 'Theft' is shown as 'Included' in the schedule and any corporate credit card used by the business is lost or stolen during the period of insurance, we will pay for any financial loss sustained by you arising from the illegal use of the card by an unauthorised person.</p> | <p>Provided that:</p> <ol style="list-style-type: none"> we will not pay any financial loss arising from the misuse or illegal use of corporate credit cards by your employees or any other person acting in collusion with an employee of yours unless 'Employee Fraud' is shown as 'Included' in the schedule; and the maximum we will pay for this Extension of Cover is limited to \$5,000 in total any one event. <p>Cover under this Extension of Cover will be reduced by any repayment or reimbursement provided by the corporate card issuer.</p> |
| <p>12. Locks and Keys</p> <p>In addition to the sums insured for 'theft' or 'money' we will pay:</p> <ol style="list-style-type: none"> the cost incurred to replace the locks, keys, magnetic keys or cards or similar devices; the cost incurred to replace the sequence of numbers or letters within a key or locking device that become known by any unauthorised person; the cost incurred to replace the unauthorised duplication of keys, magnetic keys or cards or similar devices; the cost of opening any safes and strongrooms; or other costs that are necessarily incurred to restore the security of the premises to the same level of security that existed prior to the loss of these keys; <p>if during the period of insurance any locks, keys, magnetic keys or cards or similar devices or combinations used at the premises are stolen or there are reasonable grounds to believe these have been duplicated.</p> | <p>The maximum we will pay for this Extension of Cover is limited to \$10,000 in total for any one event.</p> |
| <p>13. Money during business travel</p> <p>In addition to the sum insured for 'money', we will pay for loss of money in your personal custody while you are travelling for your business anywhere in the world. Personal custody includes your carriage of money in carry-on baggage while on a commercial flight, but not in baggage stored in the aircraft's hold.</p> | <p>The maximum we will pay for this Extension of Cover is limited to \$10,000 in total, for any one event.</p> |



| Extensions of cover: | Exclusions and restrictions that apply: |
|--|---|
| <p>14. Property temporarily removed</p> <p>We will pay for theft of property (if 'Theft' is shown as 'Included' in the schedule) during the period of insurance as insured by this cover section while your property is temporarily removed to any other premises within Australia.</p> <p>Provided that:</p> <ul style="list-style-type: none"> a. we will not cover alcoholic beverages, cigars, cigarettes, tobacco or tobacco products; and b. we will not cover property that is on consignment to another party unless it is owned by you or is property for which you are responsible. | <p>The maximum we will pay for this Extension of Cover is limited to twenty percent (20%) of the sum insured for 'theft'.</p> <p>This Extension of Cover will not apply to any property which has been removed for a period greater than ninety (90) days without our prior written consent.</p> |
| <p>15. Safes and strongrooms</p> <p>In addition to the sums insured for 'theft' or 'money' we will also pay:</p> <ul style="list-style-type: none"> a. damage to safes and strongrooms following theft; b. the cost of opening any safes and strongrooms damaged as a result of theft. | <p>The maximum amount we will pay for this Extension of Cover is limited to \$10,000 in total for any one event, unless shown otherwise in the schedule.</p> |
| <p>16. Seasonal or festive increase</p> <p>The sums insured for:</p> <ul style="list-style-type: none"> a. 'theft'; and b. 'money'; <p>are increased by fifty percent (50%) for losses occurring during any time that you can reasonably demonstrate that the respective levels of stock (for 'theft') or money (for 'money') during the period have risen by more than twenty percent (20%) above standard levels and that the increase has happened solely for the purpose of meeting additional customer demand associated with the happening of festive, holiday, religious, bank holidays or other recognised public events.</p> <p>Provided that if 'Contents including stock' is shown as 'Included' in the schedule the increased cover will only apply to the portion of the total amount that relates to stock.</p> | <p>Provided that this Extension of Cover:</p> <ul style="list-style-type: none"> a. will not extend the insurance beyond the period of insurance; b. does not apply to money on premises outside business hours; and c. will not apply to money on the individual days mentioned under Extension of Cover 1. – 'Bank or public holiday increase'. |
| <p>17. Security</p> <p>In addition to the sums insured for 'theft' or 'money', we will pay the costs necessarily incurred by you to restore the security system to its former functionality following theft that is covered by this cover section.</p> | <p>The maximum we will pay for this Extension of Cover is limited to \$10,000 in total, any one event.</p> |

| Extensions of cover: | Exclusions and restrictions that apply: |
|---|--|
| <p>18. Temporary cover for new premises</p> <p>We will pay for theft of property (if 'Theft' is shown as 'Included' in the schedule) or loss of money (if 'Money' is shown as 'Included' in the schedule) as insured by this cover section at any premises that is used by your business for the first time during the period of insurance for a period of ninety (90) days from the date you first occupy new premises.</p> <p>Provided that:</p> <ol style="list-style-type: none"> the new premises have building and security features that are similar to those at one of the premises shown in the schedule, having the same occupation; any money claimed for is the property of the business shown in the schedule; and you provide us with the details we ask for about the new premises within ninety (90) days of you first using the new premises. <p>If we agree to cover the property at the new premises beyond the ninety (90) consecutive day period, you must pay or agree to pay us any additional premium we ask for.</p> | <p>The maximum we will pay for this Extension of Cover is limited to:</p> <ol style="list-style-type: none"> fifty percent (50%) of the sum insured for theft; and fifty percent (50%) of the sum insured for money. |
| <p>19. Temporary protection</p> <p>Following a theft which is covered by this cover section, we will, in addition to the sums insured for 'theft' or 'money' pay for costs necessarily incurred by you to safeguard the premises including but not limited to temporary repairs or, if reasonably required, the employment of security personnel or guards.</p> | <p>The maximum we will pay for this Extension of Cover is limited to \$10,000 in total, for any one event.</p> |
| <p>20. Theft without forcible entry (including property in the open air)</p> <p>If 'Theft' is shown as 'Included' in the schedule we will, subject to the sum insured for 'theft', pay for loss or damage to property caused by theft from the premises even if there is no visible, forcible and violent entry.</p> | <p>Provided that under this Extension of Cover we will not pay for:</p> <ol style="list-style-type: none"> theft involving shoplifting; theft by you or any of your employees; or consequential loss of any kind. <p>'What you are not covered for' 1. 'theft from any open-sided structure' does not apply to this Extension of Cover.</p> <p>The maximum we will pay for this Extension of Cover is limited to \$20,000 for any one event.</p> |
| <p>21. Trade shows, fairs and exhibitions</p> <p>If 'Theft' is shown as 'Included' in the schedule we will, subject to the sum insured for 'theft' pay for theft of property whilst at trade shows, fairs and exhibitions including whilst in transit between the premises and the trade show, fair or exhibition.</p> | <p>The maximum we will pay for this Extension of Cover is sum insured for 'theft' or \$25,000 for any one event, whichever is less.</p> |
| <p>22. Utility authority charges</p> <p>If 'Theft' is shown as 'Included' in the schedule we will, subject to the sum insured for 'theft', also pay for the costs levied on you by any utility company or authority for water, gas and electricity usage arising from the theft of water, gas or electricity at the premises, but not when stolen by you or someone that works for you.</p> | <p>The maximum we will pay for this Extension of Cover is limited to \$10,000 in total, any one event.</p> <p>The benefits payable under 'Property Protection' cover section Extension of Cover - 16. Water and gas charges shall not be cumulative.</p> |
| <p>23. Working from home</p> <p>If 'Theft' is shown as 'Included' in the schedule we will, pay for theft of property shown in the schedule whilst used by you or any of your employees for the purpose of conducting your business whilst located at their normal place of residence.</p> | <p>The maximum we will pay for this Extension of Cover is sum insured for 'theft' or \$25,000 for any one event, whichever is less.</p> |

All Extensions of Cover are subject to the terms, conditions and exclusions of this **cover section** and all **policy terms and conditions**.

What you are not covered for

See 'General exclusions' to read more about section 54 of the Insurance Contracts Act (Cth) and how it applies to this policy.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), the following exclusions apply to the 'Theft' **cover section**.

We will not pay for:

1. **theft of property** from any open-sided structure such as, but not limited to, verandas, yards or other open spaces whether they are partially or fully enclosed by a **building** or not;
2. **theft of property** when entry has been made using a key or security code;
3. **physical damage to property** on the **premises** during **theft**;
4. **theft** of motorised vehicles (other than forklifts or similar mobile lifting plant, not otherwise insured) and/or watercraft;
5. **theft** of obsolete or redundant plant and equipment that is no longer used in the **business** provided that this exclusion shall not apply to items kept for spare parts or **stock**;
6. unexplained disappearances, **shoplifting**, or unexplained shortages when resulting from clerical or accounting errors or shortages in the supply of materials to or from the **premises**;
7. consequential loss of any kind;
8. **theft of property** arising from the dishonest manipulation of any database or **computer system**;

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), the following exclusions apply to the 'Money' **cover section**.

We will not pay for:

1. **theft of money** from an unattended vehicle that is not **locked**. An example of an unattended vehicle is when it is parked at a petrol bowser and the driver enters the petrol station to pay;
2. **theft of money** from a **safe** or **strongroom**, when the locking device is opened by:
 - a. a key, a magnetic key or card, or similar device;
 - b. a sequence of numbers or letters, or numbers and letters; or
 - c. any combination of the security devices shown in 2. (a) and 2. (b) above, when these security devices are left unsecured on the **premises**;
3. **theft of money** from a **safe** or **strongroom** that is not **locked** outside **business hours**;
4. unexplained disappearances, **shoplifting**, or unexplained shortages when resulting from clerical or accounting errors or errors in receiving or paying out **money**;
5. consequential loss of any kind;
6. **theft of money** arising from the dishonest manipulation of any database or **computer system**;
7. loss of **money** while a professional **money** carrier, professional carrier or common carrier is carrying it;
8. loss of **money** due to a fraudulent or dishonest act by **you** or **your employee**, except for **theft of money** by **your employee** following visible, forcible and violent entry to the **premises**.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), the following exclusions apply to the 'Employee Fraud' **cover section**.

We will not pay for:

1. unexplained disappearances, **shoplifting**, or unexplained shortages when resulting from clerical or accounting errors or shortages in the supply of materials to or from the **premises**;
2. consequential loss of any kind;
3. any loss for **employee fraud** resulting directly or indirectly from trading in securities or derivatives, whether or not in **your** name and whether or not in a genuine or fictitious account;
4. loss due to **employee fraud** where proof of its existence or amount depends on any comparison of inventory records with a physical count or a profit and loss computation;
5. for **employee fraud** caused by a particular **employee** that occurs after:
 - a. **you** become aware of an act of **employee fraud** by that particular **employee**; or
 - b. **you** already hold, or should have reasonably held, suspicion that an **employee** has committed an act of **employee fraud**.

Special Condition

Following **employee fraud**, **you** must retain, to the extent allowed by law, all monies and other assets that are due to any of **your employees** involved in the loss as **we** will treat these monies or assets as a deduction from the amount of the loss.

Definitions

The following definitions shall apply to the terms used in this **cover section**. Wherever these words appear within this **cover section** they are shown in bold. The singular shall include the plural and vice versa.

| Term | Definition |
|-------------------------------|---|
| Bank | Bank means a bank, building society or credit union or an agency for any of these, that is in the business of providing banking services to the public. |
| Business hours | Business hours means your office and business hours including any overtime hours when you or your employees are on the premises for business purposes. |
| Category or categories | Category or Categories means the category into which property can be designated from the following: <ol style="list-style-type: none"> Contents including stock; (includes tobacco/ cigarettes and alcohol but not if shown as a separate category insured in the schedule). Cigarettes/Tobacco; Alcohol; Specified Items. |
| Damage or damaged | Damage or damaged means accidental physical damage, destruction or loss. |
| Employee | Employee means any person that you have the right to direct during your business activities who is: <ol style="list-style-type: none"> employed by you; apprenticed to you; hired or seconded from another party by you; an executive, director or officer of your business whilst performing acts falling within the scope of the usual duties of an employee; or a voluntary worker. |
| Employee fraud | Employee fraud means the unlawful taking of property or money by your employee , whether acting alone or in collusion with others, with the intent to: <ol style="list-style-type: none"> cause loss to you; or cause loss to any superannuation or pension scheme formed by you and exclusively for the benefit of employees, but does not include any scheme that is administered by a professional fund manager; or cause loss to any welfare, social or sporting club formed with your knowledge and consent exclusively for the benefit of employees and their families; or benefit any person or organisation other than you. |
| Locked | Locked means to engage locking mechanisms and activate all security features of a device so that the maximum level of security obtainable by the device is achieved. |
| Money | Money , for the purpose of this section only, is extended to include funds held in electronic form in a bank account, money held in trust or for which you are responsible, and which is not otherwise insured and shall also include any cash carrying bag used with the transit . |
| Property | Property , for the purpose of this section only, means any tangible property both real or personal of every kind and description belonging to you or that you are responsible for, or which you have assumed responsibility to insure prior to the occurrence of any loss. Provided that this does not include money . |
| Safe | Safe means a burglar-resistant container that has been designed to resist fire and attack by hand-held or power-operated tools which has been specifically designed for the storage of money and valuables but does not include an automated teller machine (ATM). |
| Specified items | Specified items means each item of property that is specifically described and shown in the schedule . |



| Term | Definition |
|--------------------|--|
| Strongroom | Strongroom means a burglar resistant structure constructed of masonry and steel that has been designed to resist fire and attack by hand-held or power-operated tools and has been specifically designed for the storage of money or valuables. |
| Shoplifting | Shoplifting means the illegal act of obtaining stock (including any specified items that are stock) without payment, while posing as a customer and/or shopper. This includes acts of physical theft as well as deceptive conduct such as impersonation, misrepresentation, or the use of fraudulent information to induce the release of goods under false pretences. |
| Theft | Theft means theft or attempted theft and excludes employee fraud . |
| Transit | Transit means money in your personal custody or in the custody of persons authorised by you whilst being conveyed within Australia . Personal custody includes your carriage of money in carry-on baggage while on a commercial flight, but not in baggage stored in the aircraft's hold. |
| You or your | You or your , for the purpose of loss of money events, is extended to include your directors, officers, partners, employees and if you are a registered club, your club members while acting for the club. |

GLASS

What you are covered for

If this **cover section** is shown as 'Included' in the **schedule**, **we** will pay for the actual cost of replacing and fixing the glass in its frame or in its normal location that is **broken** at the **premises** during the **period of insurance**.

How we will settle your claim

Settlement of glass breakage claims

When **we** pay a claim for **breakage** to glass, **we** will pay for the actual cost of replacing and fixing the glass in its frame or in its normal location with glass of a similar type and quality to the glass that is **broken**.

Excess

The **excess** that applies is shown in the **schedule**.

Extensions of Cover – Glass breakage

We will cover the following Extensions of Cover (1 - 3) in relation to claims for glass.

| Extensions of cover (glass breakage) | Exclusions and restrictions that apply: |
|---|--|
| <p>1. Additional benefits to glass breakage</p> <p>Following breakage to glass covered by this cover section, we will pay in addition to the actual cost of replacing and fixing the glass, the following costs that result from the cause of that breakage, incurred by you:</p> <ul style="list-style-type: none">a. to comply with current building regulations that relate to the glass that is broken;b. in arranging after-hours services, express delivery and labour at overtime rates in relation to the repairing and replacing of the broken glass;c. to effect temporary repairs, install shuttering and, if reasonably required, to employ security personnel or guards as a result of glass breakage;d. to repair or replace:<ul style="list-style-type: none">i. frames, sign-writing, alarm tapes, coatings; orii. fittings and tiled shop fronts;that are physically damaged as a direct result of glass breakage; ande. to remove and refit fixtures and tiles to allow the repairing or replacing of broken glass. | <p>Provided that the total of all payments under this Extension of Cover sub-sections (b), (c) and (d) during the period of insurance are limited to \$10,000.</p> |
| <p>2. Advertising (or identification) signs</p> <p>We will pay for breakage of advertising (or identification) signs occurring during the period of insurance.</p> | <p>The maximum we will pay during the period of insurance for this Extension of cover is limited to \$10,000 or the amount shown in the schedule, whichever is greater.</p> |
| <p>3. Malicious damage to glass</p> <p>We will also cover you for the cost of replacing external glass where it is damaged by the acts of malicious persons but has not resulted in the external glass being broken. Where necessary, we will also repair or replace frames, signwriting, coating and alarm tapes, following such malicious damage.</p> | |

All Extensions of Cover are subject to the terms, conditions and exclusions of this **cover section** and all **policy terms and conditions**.

What you are not covered for

See 'General exclusions' to read more about section 54 of the Insurance Contracts Act (Cth) and how it applies to this policy.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), there is no cover under the glass section of this policy in any of the following circumstances:

1. **We will not pay for breakage to:**
 - a. glass that is **stock** in trade or merchandise;
 - b. glass that is only scratched, chipped or discoloured, except for as covered within Extension of Cover 3. 'Malicious damage to glass';
 - c. **advertising (or identification) signs** except for as covered within Extension of Cover 2. 'Advertising (or identification) Signs'; or
 - d. glass which is part of any glasshouse, conservatory, radio, television screen, computer screen, vase, picture, crystal, crockery, china, or glass item normally carried by hand.

Definitions

The following definitions shall apply to the terms used in this **cover section**. Wherever these words appear within this **cover section** they are shown in bold. The singular shall include the plural and vice versa.

| Term | Definition |
|--|---|
| Advertising (or identification) signs | Advertising (or identification) signs means signs made from glass or electrical illuminated signs permanently fitted to the building or within the boundaries of the premises . |
| Breakage or broken | Breakage or broken means a fracture extending through the entire thickness of the glass or in the case of laminated glass or plastic or perspex, the entire thickness of the laminate, plastic or perspex. |

PORTABLE PROPERTY

What you are covered for

If this **cover section** is shown as 'Included' in the schedule, **we** will pay up to the **sum insured** shown in the **schedule** for **items** used in **your business** that are **damaged** anywhere in the world during the **period of insurance**.

How we will settle your claim

1. Sum Insured

We will not pay more than the **sum(s) insured** for **specified property** and **unspecified property** shown in the **schedule** during the **period of insurance**.

2. Excess

You are liable for the **excess** for each and every claim for an event that results in **damage**.

3. Settlement of Portable Property Claims

When **we** agree to provide **cover** for **damage** to **items**, **we** will ordinarily pay for the repair or replacement of such **items**. Where **we** cannot do that, or where **you** reasonably request from **us** a cash settlement (for example, if **you** tell **us** **you'd** prefer not to have the **damaged items** replaced), then **we** will pay the **indemnity** value in respect of **your** claim or part of **your** claim.

The maximum **we** will pay for **unspecified property** is limited to a maximum amount of \$3,000 for any one **item**.

What you are not covered for

See 'General exclusions' to read more about section 54 of the Insurance Contracts Act (Cth) and how it applies to this policy.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), there is no cover under the Portable Property section of this policy in any of the following circumstances.

1. **We** will not pay for consequential loss of any kind.
2. **We** will not pay for **damage** caused by or arising from:
 - a. mechanical, hydraulic, electronic or electrical breakdown, malfunction or failure of any **item**;
 - b. corruption or loss of **electronic data**;
 - c. insects, termites, vermin;
 - d. chipping, denting or scratching or other aesthetic defects, that do not affect the operation or function of the **item**;
 - e. gradually operating causes such as, but not limited to, wear and tear, atmospheric conditions, mildew, corrosion, disease, fading, rusting or other forms of oxidisation; or
 - f. latent defects, inherent defects, faulty workmanship, faulty material, structural defects or faulty design. Provided that this exclusion shall not apply to the extent that the sentence below or s.46 of the Insurance Contracts Act 1984 (Cth) provides a remedy;

Exclusions 2. (a), (c), (e) and (f) shall apply only to the part of the **item** immediately affected and **we** will pay for any **damage** to any **item** that is not otherwise excluded that results from **damage** caused by or arising directly from any of these causes.

3. **We** will not pay for:
 - a. mobile plant, motorised vehicles, watercraft, aerial devices, firearms or **money**; or
 - b. **damage** to **stock** once it has been used or sold under any contract such that **you** are no longer responsible for it.
4. **We** will not pay for **theft** of **items**, other than:
 - a. theft resulting from forcible and violent entry evidenced by visible **damage** to the securely locked portion of any **building** or the securely locked portion of any vehicle, or a locked container secured to the vehicle containing the **items** insured; or
 - b. theft by armed hold-up; or
 - c. theft following assault or violence or threat of immediate assault or violence to **you**, **your**, employee or **your** customers.

Definitions

The following definitions shall apply to the terms used in this **cover section**. Wherever these words appear within this **cover section** they are shown in bold. The singular shall include the plural and vice versa.

| Term | Definition |
|----------------------|--|
| Damage or Damaged | Damage or damaged means accidental loss or damage. |
| Item | Item means specified property and unspecified property . |
| Specified property | Specified property means a specified item that has been specifically described and shown in the schedule . |
| Unspecified property | Unspecified property means an item of contents or stock that is not specified property , and where 'Unspecified Contents' and 'Unspecified Stock' are shown respectively in the schedule . |

EQUIPMENT BREAKDOWN

What you are covered for

If this **cover section** is shown as 'Included' in the schedule, **we** will pay the costs incurred by **you** for the repair or replacement of **insured equipment** following **breakdown** occurring at the **premises** during the **period of insurance**, in accordance with the 'How we will settle your claim' clause below.

How we will settle your claim

1. Sum insured

Where the '**Specified equipment** option' has been selected, **we** will pay no more than the **sum insured** shown in the **schedule** for the **specified equipment** item which is the subject of the claim.

2. Limit any one loss

Where the '**Equipment - blanket cover** option' has been selected, **we** will pay no more than the **sum(s) insured** amounts shown in the **schedule** for each and all **Equipment - blanket cover** items which are the subject of the claim.

3. Excess

The **excess** that applies for each and every claim is shown in the **schedule**.

4. Settlement of equipment breakdown claims

When **we** agree to provide cover for **breakdown** to **insured equipment**, in the event of a claim **we** will:

- a. where the **insured equipment** is repairable, pay the cost of repairing the **insured equipment** to a condition substantially the same as but not better than or more extensive than its condition when new.

We will not pay any costs related to any alterations, additions, improvements or upgrades, modifications or overhauls.

- b. where the **insured equipment** cannot be repaired, or is deemed by **us** to be beyond economical repair, **we** will pay the fair cost of its replacement by similar **insured equipment** in a condition equal to but not better or more extensive than its condition when new.
- c. where any damage arising from the **breakdown** is confined to a part of the **insured equipment**, the amount that **we** will pay will not exceed the sum representing the fair cost of replacement, if such **insured equipment** had been wholly destroyed.

5. Improvement

If an item of **insured equipment**, which is the subject of the claim, cannot be repaired without improving the output capacity or efficiency of that item, **our** payment will be limited to the fair cost of replacing the **insured equipment** less an amount equal to the value of any such improvements.

6. Maintenance agreements

We will not pay for repairs or replacement of **insured equipment** which is the subject of the **breakdown** when any other party other than **you** has a legal or contractual responsibility to repair or replace such **insured equipment**.

7. Obsolete items

If the **insured equipment** is unable to be repaired because parts or materials have become obsolete or no longer available, settlement will be based on the **net realisable value**.

Extensions of Cover

Where **we** have accepted a claim for the **breakdown of insured equipment** we will, if they apply, provide cover for the following Extensions of Cover:

| Extensions of cover: | Exclusions and restrictions that apply: |
|--|--|
| <p>1. Business interruption</p> <p>If you have selected the 'Insurable Gross Profit' or 'Annual Revenue' option under 'Business Interruption' cover section we will extend this cover to include reduction in insurable gross profit or revenue during the indemnity period that results from interruption or interference of your business caused solely from a breakdown of insured equipment covered by this cover section or which would have been covered but for the application of an excess.</p> | <p>We will not pay:</p> <ul style="list-style-type: none"> a. more than \$250,000 for any one claim; b. for any insurable gross profit or revenue that is not covered under the 'Business Interruption' cover section; or c. if you do not promptly notify us of the breakdown of the insured equipment. |
| <p>2. Consultant's fees</p> <p>We will pay engineering or other consultant's fees reasonably and necessarily incurred by you to ascertain the cause of the breakdown.</p> | <p>We will not pay:</p> <ul style="list-style-type: none"> a. more than \$10,000 for any one claim; or b. any fees for the preparing of a claim for breakdown of insured equipment. |
| <p>3. Demolition and extra cost of reinstatement</p> <p>If as a result of the breakdown of insured equipment you incur extra expenses, in complying with the requirements of any Act of Parliament or Regulation, or any By-law or Regulation of any Municipal or other Statutory Authority, in the course of effecting repair or replacement of the insured equipment, we will pay the necessary costs to comply with the requirements.</p> | <p>We will not pay for any additional costs associated with you complying with any Act, Regulation, By-law or requirement that was already in place prior to the breakdown of the insured equipment.</p> |
| <p>4. Electronic data restoration</p> <p>Where as a result of breakdown of insured equipment, electronic data is lost or damaged, we will pay for the additional costs of repairing or replacing such electronic data, including the cost of gathering or assembling information or necessary software licences.</p> | <p>We will not pay:</p> <ul style="list-style-type: none"> a. more than \$15,000 any one claim; b. for any loss or damage: <ul style="list-style-type: none"> i. to electronic data that was created more than five (5) days prior to the occurrence of the breakdown; ii. caused by an error in processing data or error in the use of software; iii. to data, software material caused by a failure or defect; or iv. resulting from, or caused by, the operation or presence of a computer virus that alters or erases data or software in a manner that is undesired by you. |
| <p>5. Expediting expenses</p> <p>Where we have agreed to pay the cost of repairing or replacing any insured equipment, we will also pay for the costs, reasonably incurred, for</p> <ul style="list-style-type: none"> a. express freight, including overseas air freight; b. charges for overtime and work on public holidays where necessary and reasonably incurred; c. re-programming of the data for the electronic components of machinery items; d. the cost of dismantling and re-erecting of the insured equipment which is the subject of the claim necessary to complete the repairs and removal of debris from the premises; and e. the costs of cleaning, storing, recycling and replacing insulating oil in transformers, capacitors or switch gears, and refrigerant gas or liquids in air-conditioning or refrigeration units. | <p>We will not pay:</p> <ul style="list-style-type: none"> a. more than \$10,000 any one claim; b. for any costs incurred for: <ul style="list-style-type: none"> i. specialists or consultants to travel to or from Australia; ii. air freight by aircraft specifically chartered for the purpose; or iii. breakdown of machinery or electronic equipment that has been hired or is on loan to you from a third party. |
| <p>6. Exposed film, records, manuscripts, drawings and other valuable papers and records</p> <p>When your insured equipment is exposed film, records, manuscripts, drawing or other valuable papers or records, we will pay you for the cost of blank material plus the cost of transcription from duplicates or from originals.</p> | |

| Extensions of cover: | Exclusions and restrictions that apply: |
|--|---|
| <p>7. Hazardous substances</p> <p>If a hazardous substance is involved or released as a result of a breakdown of insured equipment, we will pay for the increase in cost to repair or dispose of the property insured by this policy.</p> <p>The term increase in cost shall mean that cost of damage or disposal which would not have been incurred had no hazardous substances been present.</p> | <p>We will not pay more than \$25,000 for any one claim.</p> <p>For the purpose of this Extension of Cover only, property means buildings, contents, stock and any other items shown in the schedule which you own or for which you are legally responsible at the premises.</p> |
| <p>8. Incompatible computer systems</p> <p>We will pay costs incurred with our consent of:</p> <ul style="list-style-type: none"> a. modification to insured equipment; and b. replacing or reinstating programs or electronic data; <p>to achieve compatibility, in the event that settlement of a claim results in replacement of insured equipment with equipment that is incompatible with your undamaged insured equipment, business records, media device programs or storage device programs.</p> <p>The maximum amount we will pay under this extension clause is \$25,000 for any one claim.</p> | |
| <p>9. Portable Specified Property</p> <p>We will extend cover provided by this cover section to include costs incurred by you in the repair or replacement of portable specified property following breakdown occurring during the period of insurance, provided that the portable specified property is listed in the schedule as specified property under the Portable Property cover section of this policy.</p> | <p>We will pay no more for the specified property, which is the subject of the claim, than the sum insured shown in the schedule.</p> |
| <p>10. Service Interruption</p> <p>If there is a breakdown of equipment not owned, leased, operated or controlled by you, we will also pay under:</p> <ul style="list-style-type: none"> a. Extension of Cover 1. Business Interruption, if you have selected this cover option and it is shown in the schedule as applying, for losses incurred; or b. Optional Extension of Cover 1. Deterioration of stored goods, if you have selected this cover option and it is shown in the schedule as applying, for deterioration of stored goods, provided that the breakdown is to equipment that is: <ul style="list-style-type: none"> i. of a type described in the definition of insured equipment under this cover section; and ii. used to supply telephone, electricity, air conditioning, heating, gas, water or steam services to your business at the premises; and iii. owned by the owner of the building at the premises or by a utility company, or by a company contracted by you to provide those services; and iv. is located on or within 300 metres of the premises. | |



| Extensions of cover: | Exclusions and restrictions that apply: |
|--|---|
| <p>11. Temporary cover of new insured equipment</p> <p>We will provide cover for new insured equipment acquired by you during the period of insurance for up to ninety (90) days, provided that:</p> <ul style="list-style-type: none">a. you provide us with full details of the new insured equipment within ninety (90) days of when you first acquire it; andb. the new insured equipment is of a similar type to that already insured under this cover section. <p>Cover provided by this Extension of cover clause will be effective from the date you first acquire the item of new insured equipment and will end at the earliest of when:</p> <ul style="list-style-type: none">i. we agree to add this item of new insured equipment to this cover section;ii. ninety (90) days pass from the date of acquisition or completion (for example installation, hire or bringing into use); oriii. the expiry date of this policy. <p>We may charge additional premium from the date of acquisition or completion.</p> <p>The maximum we will pay under this extension of cover clause is:</p> <ul style="list-style-type: none">a. for new insured equipment that would be covered as a specified equipment, the sum insured shown in the schedule for a similar item of insured equipment; orb. for new insured equipment that would be covered as Equipment - blanket cover, the maximum sum insured any one item shown in the schedule for Equipment – blanket cover. | |
| <p>12. Temporary repairs and hire costs</p> <p>We will pay the costs reasonably incurred for:</p> <ul style="list-style-type: none">a. arranging temporary repairs; andb. hiring of temporary replacement equipment of similar specification, during the time taken to repair insured equipment. <p>The costs must be incurred as a direct result of the breakdown of the insured equipment for which we have accepted the claim.</p> | <p>We will not pay more than \$25,000 for any one claim.</p> |

All Extensions of Cover are subject to the terms, conditions and exclusions of this **cover section** and all **policy terms and conditions**.

1. Deterioration of stored goods

If the ‘Deterioration of stored goods’ option is shown as ‘Included’ in the **schedule**, **we** will pay for losses caused by the deterioration or putrefaction of **stored goods** in **cold storage** at the **premises** due to:

- a. a rise or fall in temperature of **stored goods** in **cold storage** resulting from:
 - i. **breakdown** of insured equipment shown in the **schedule** as covered by this **cover section**;
 - ii. the operation of switches, thermostats, controls, fuses, circuit breakers or other overload devices which control or operate the **insured equipment** covered by this **cover section**, but not including the manual operation of any of those devices; or
 - iii. failure of the public electricity supply, unless caused by an event listed in exclusions 1(a), 1(b), 1(c) of ‘What **you** are not covered for’ under this **cover section**.
- b. contamination of **stored goods** caused by the sudden and unforeseen and unintended escape of refrigerant gas or liquid in the refrigerated chambers or controlled environment of **insured equipment** that is covered by this **cover section**.

When **we** agree to provide cover for ‘Deterioration of stored goods’, **we** will:

- a. if the **stored goods** are being replaced, pay **you** the fair cost of, or replace, the deteriorated **stored goods** including any reasonable handling costs **you** incur; or
- b. if the **stored goods** are not being replaced, pay **you** the original purchase cost including any original handling costs that were incurred at the time of purchase.

The maximum amount **we** will pay under this Optional Extension in Cover for any one claim is the **sum insured** shown in the **schedule** for ‘Deterioration of stored goods’.

| Extensions of cover (in addition to sum insured): | Exclusions and restrictions that apply: |
|---|--|
| <p>Stock seasonal or festive increase</p> <p>The limit of liability is increased by 50% of the sum insured in respect of stock for losses occurring during any time that you can reasonably demonstrate that stock levels during the 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 festive, holiday, religious or other recognised public events.</p> <p>This extension of cover applies to the stock portion of the stored goods shown in the schedule.</p> | <p>We will not extend cover:</p> <ul style="list-style-type: none"> a. for any stored goods that are not stock; b. beyond the period of insurance. |

We will not pay for deterioration or putrefaction of **stored goods** caused by:

- a. inappropriate or improper storage, damage to packing materials or inadequate air circulation;
- b. rationing of the electricity supply, other than **accidental** damage to the generation equipment; or
- c. damage to **stored goods** which are alive or are of a bacterial nature.

2. Increased Cost of Working

If the ‘Increased Cost of Working’ option is shown as ‘Included’ in the **schedule** and **you** suffer a **breakdown** of **insured equipment** that **we** have agreed to cover under this **cover section**, **we** will pay for **your** necessary and reasonable expenditure for the use of substitute equipment during the period of interruption, but only after deduction of expense amounts **you** would have incurred to maintain normal operations of **your business**.

The maximum amount **we** will pay under this Optional Extension in Cover will not exceed the **sum insured** shown in the **Schedule** for ‘Increased Cost of Working’.

We will not pay for any expenditure incurred:

- a. after a period of ninety (90) days following the **breakdown**;
- b. during the first twenty-four (24) hours immediately following the **breakdown**; or
- c. resulting from, or caused by the operation or presence of a **computer virus** that alters or erases data or software in a manner that is undesired by **you**.

What you are not covered for

See 'General exclusions' to read more about section 54 of the Insurance Contracts Act (Cth) and how it applies to this policy.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), there is no cover under the Equipment Breakdown section of the policy in any of the following circumstances.

1. **We will not pay for losses or damage caused by:**
 - a. fire, extinguishing a fire, demolition following a fire, smoke, soot, or chemical explosion;
 - b. lightning, storm, rain, hail, snow, wind, **flood**, action of the sea, tidal wave, storm surge or high water;
 - c. earthquake, subterranean fire, volcanic eruption, tsunami, landslide, mudslide, subsidence or any other earth movement;
 - d. leakage of water or other liquid;
 - e. any consequential losses other than losses as provided by this **cover section**;
 - f. malicious damage including damage by burglars, caused during industrial dispute, riot, civil commotion or labour disturbance;
 - g. impact by a vehicle, aircraft or anything dropped from them, satellite, space debris, sonic boom, watercraft, communication mast, or tower, aerial, antenna, satellite dish, **building**, part of a **building** or falling tree or branches;
 - h. theft or any attempt at theft;
 - i. the **insured equipment** being subjected to tests involving abnormal stresses or arising out of it being intentionally overloaded;
 - j. the **insured equipment** undergoing maintenance, inspection, repair, alteration, modification or overhaul;
 - k. wear and tear, fading, scratching or marring, gradual deterioration or developing flaws, normal upkeep or making good;
 - l. moths, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness, variations in temperature, evaporation, disease, inherent vice, latent defect, change in flavour, texture or finish, or smut or smoke from industrial operations. Provided that this exclusion shall not apply to the extent s.46 of the Insurance Contracts Act 1984 (Cth) provides a remedy;
 - m. prior to successful initial commissioning or during test or experimentation;
 - n. any deliberate act or negligence by **you** (for example, a lack of required maintenance); or
 - o. any **computer virus** or malfunctioning or derangement.
2. **We will not pay the cost of replacement of any damaged, worn or spent items such as but not limited to batteries, belts, chains, tapes, ribbons, filters, fuses, electric heating elements, electrical contacts, x-ray tubes or picture tubes or panels, unless they were damaged as a result of breakdown covered by this cover section.**
3. **We will not pay for any breakdown of insured equipment caused by faulty, inadequate or defective installation, erection or relocation.**
4. **We will not pay for any breakdown of obsolete or redundant insured equipment that is no longer used in the business other than items kept for spare parts.**

Definitions

The following definitions shall apply to the terms used in this **cover section**. Wherever these words appear within this **cover section** they are shown in bold. The singular shall include the plural and vice versa.

| Term | Definition |
|--|--|
| Boiler and unfired pressure vessels | <p>Boiler and unfired pressure vessels means any structure that is subject to internal steam, gas or other fluid pressure other than normal atmospheric pressure and includes fittings and direct attachments that are connected to the structure without any intervening valve, cock or tap, supports for the structure and operating equipment such as furnace doors, access doors, combustion chambers, smoke boxes and casings.</p> <p>Boiler and unfired pressure vessels does not include:</p> <ol style="list-style-type: none">1. internal combustion engines;2. rotating, reciprocating or electrical devices; or3. pressure pipe systems. |
| Breakdown | <p>Breakdown means a sudden, unexpected and unforeseen mechanical, electrical or electronic malfunction or failure which becomes apparent at the time it occurs and requires immediate repair or replacement to enable normal operations.</p> |
| Cold storage | <p>Cold storage means the cold storage chamber including all parts of the refrigeration controlled atmosphere generating and scrubbing plant system and the controlling switch gear necessary for maintaining the temperature or gas concentration in the cold storage chamber at the premises.</p> |

| Term | Definition |
|----------------------------------|---|
| Electronic equipment | <p>Electronic equipment means computer and other electronic equipment including communications, medical, scientific or controlling equipment owned by you for which you are responsible, including their interconnecting cabling and piping.</p> <p>Electronic equipment does not include:</p> <ol style="list-style-type: none"> 1. coin or card operated machines, audio compact disc players or video players; 2. vending or amusement machines; 3. crypto currency equipment, including but not limited to mining machines or storage devices; 4. mobile phones; 5. any electronic equipment whilst in the course of construction, erection, renovation or demolition; or 6. machinery. |
| Equipment - blanket cover | <p>Equipment - blanket cover means all the items of insured equipment located at the premises, other than specified equipment, or equipment items that this cover section otherwise specifically excludes.</p> |
| Indemnity period | <p>Indemnity period - For the purpose of Extension of Cover 1. 'Business Interruption' within this cover section only, Indemnity period means the period that starts with the occurrence of the breakdown which causes the interruption or interference and ends no later than the number of months shown in the schedule during which the interruption or interference occurs as a direct result of the breakdown.</p> |
| Insured equipment | <p>Insured equipment means all the electronic equipment and machinery items insured as Specified Equipment or as Equipment - blanket cover and which are owned by you or for which you have a responsibility to insure and that we have agreed to provide cover for under this cover section.</p> |
| Insurable gross profit | <p>Insurable gross profit means turnover less the cost of freight, packing, bad debts, and the purchase of goods, materials, components, or stock.</p> |
| Machinery | <p>Machinery means the following machinery units (including the internal machine control language software) provided they are owned, leased, operated or controlled by you and used in your business:</p> <ol style="list-style-type: none"> a. any mechanical, hydraulic or electrical units used for the generation, transmission transformation or utilisation of mechanical, hydraulic or electrical power (and including air conditioners and refrigeration units); b. any boiler and unfired pressure vessels; and c. pressure pipe systems. <p>Machinery does not include:</p> <ol style="list-style-type: none"> a. glass linings of vessels, equipment, machines or apparatus; b. vehicles or mobile or portable machinery, portable hand held tools or mobile phones; c. coin or card operated machines, compact disc players, security monitoring equipment or television receivers; d. vending or amusement machines; e. lawn maintenance equipment; f. computer systems or electronic equipment, other than control equipment associated with and forming part of machinery. |
| Net realisable value | <p>Net realisable value means the value of an asset that can be realised upon the sale of the asset, minus a reasonable and justifiable prediction of the costs associated with either the ultimate sale or the disposal of the asset at the time of the breakdown.</p> |
| Rental income | <p>Rental income means your gross rental income including any other monies paid by the lease under the terms of the rental or leasing agreement.</p> |
| Revenue | <p>Revenue means the revenue earned less the cost of any related purchases (after any discounts) and other expenses. Revenue also includes the loss of any government approved incentives, subsidies or development allowances you are entitled to in relation to your business.</p> |
| Property | <p>Property - For the purpose of this cover section only, Property means buildings, contents, stock and any other items shown on the schedule which you own or for which you are legally responsible at the premises.</p> |



| Term | Definition |
|----------------------------|---|
| Specified equipment | Specified equipment means all the items of insured equipment which have been specifically described and shown in the schedule . |
| Specified property | Specified property means an item that has been individually described and shown in the schedule as insured under the Portable Property cover section . |
| Stored goods | Stored goods means the perishable goods or products for sale including their packing material within the premises that belong to you or for which you are liable. |
| Turnover | Turnover - For the purpose of this cover section only, Turnover means: <ol style="list-style-type: none">1. income derived sale of products and services in the course of your business; and2. rental income including any other monies paid by the lessee under the terms of the rental or leasing agreement. |

TAX AUDIT

What you are covered for

If this **cover section** is shown as 'Included' in the schedule, we will pay up to the **sum insured** shown in the **schedule** for 'Tax Audit' for the reasonable and necessary tax audit **costs you** incur provided that **you** receive notification of an audit or investigation by any federal or state taxation authority during the **period of insurance** relating to **your** liability to pay income tax, fringe benefits tax, capital gains tax, wholesale and sales tax, payroll tax, goods and services tax or superannuation contributions tax in respect of **your business**.

How we will settle your claim

1. Sum Insured

We will not pay more than the **sum insured** for 'Tax Audit' shown in the **schedule** during the **period of insurance**.

2. Excess

You are liable for the **excess** for each and every claim.

3. Settlement of Tax Audit Claims

We will cover the reasonable and necessary tax audit **costs you** incur following notification received during the **period of insurance** of an audit or investigation by any federal or state taxation authority relating to **your** liability to pay income tax, fringe benefits tax, capital gains tax, wholesale and sales tax, payroll tax, goods and services tax or superannuation contributions tax in respect of **your business** up to the **sum insured** specified in the **schedule** for this **cover section**.

What you are not covered for

See 'General exclusions' to read more about section 54 of the Insurance Contracts Act (Cth) and how it applies to this policy.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), there is no cover under the Tax Audit section of the policy in any of the following circumstances.

We will not be liable:

- a. for the imposition of any tax, fines, penalties, court costs, penalty tax or interest.
- b. for **costs** incurred after completion of the audit or investigation.
- c. where any proceedings were initiated, threatened, or started prior to the commencement of the **period of insurance**.
- d. for **costs** arising from **your** improper, unwarranted or unjustified refusal or failure to comply with any lawful request made by any federal or state taxation authority for the production of documents or the supply of information. Refusal or failure to comply will not be deemed improper, unwarranted or unjustified if **you** refuse or fail to comply upon the advice of **your** accountant or tax agent.
- e. for **costs** from audits or investigations under customs legislation.
- f. for **costs** from audits or investigations of income received or earned, or where the source of income is, outside **Australia** or where the services giving rise to the claim are performed by persons or entities ordinarily resident outside **Australia**.
- g. for **costs** arising out of or relating to any fraud or fraudulent act or omission committed by **you** or on **your** behalf.
- h. for **costs** arising from or relating to audits or investigations which result in **you**, or any person acting on **your** behalf, becoming aware of any error or deficiency in any return of income or other documentation supplied to any federal or state taxation authority and failing to notify the taxation authority without delay.

Special Conditions

You must lodge taxation and other returns within the time limits applicable to those returns as prescribed by statute or through extension of time granted by the taxation authority.

You must make full and complete disclosure of all assessable income (including capital gains), as required by any relevant legislation.

In the event of a claim arising:

1. **You** must keep **BZI** fully and continually informed of all material developments in relation to the claim and in relation to any audit;
2. **You** must take reasonable steps to minimise any delays and the amount of any **costs** incurred or likely to be incurred in connection with any audit; and
3. **BZI** or its duly appointed agent may make their own investigation into any matter which is or may be the subject of a claim. During this investigation, **we** may require cooperation from **your** accountants, registered tax agent and/or solicitor where necessary, to assist **us** in relation to any claim and any matter **we** wish to pursue with the taxation authority which is or may be the subject of a claim.

Definitions

The following definitions shall apply to the terms used in this **cover section**. Wherever these words appear within this **cover section** they are shown in bold. The singular shall include the plural and vice versa.

| Term | Definition |
|--------------|--|
| Costs | Costs means professional fees paid to accountants or registered tax agents who are not your employees , for work undertaken in connection with the audit or investigation. |

TRANSIT

What you are covered for

If this **cover section** is shown as 'Included' in the schedule, **we** will pay up to the **sum insured** shown in the **schedule** for 'Transit' for physical loss or damage to **goods** during the **period of insurance**, whilst in the normal course of **transit** by road anywhere in **Australia** on a **vehicle** owned or operated by **you**, caused by:

1. collision, overturning or jack-knifing of the conveying **vehicle**;
2. fire, lightning, explosion, storm, wind, water, **flood**, earthquake, impact, malicious damage and vandalism;
3. theft resulting from forcible and violent entry evidenced by visible damage to the securely locked portion of a **vehicle** and/or trailer or the building in which the conveying vehicle and/or is being garaged;
4. theft of items securely attached to a **vehicle** by locks or other securing device, which is evidenced by damage to those locks or securing devices.

How we will settle your claim

1. Sum Insured

We will not pay more than the **sum insured** for 'Transit' shown in the **schedule** during the **period of insurance**.

2. Excess

You are liable for the **excess** for each and every claim.

3. Settlement of Transit Claims

When **we** agree to provide cover for 'Transit', claims will be settled as follows:

- a. for **goods** sold, **your** invoice value;
- b. for **goods** purchased, the purchase price shown on the invoice;
- c. for other **goods**, **market value** at the time of the loss or damage.

Extensions of Cover

Where **we** have accepted a claim for **transit we** will, if they apply, provide cover for the following Extensions of Cover:

| Extensions of cover: | Exclusions and restrictions that apply: |
|--|---|
| <p>1. Onforwarding Costs</p> <p>Where the transit is terminated short of the intended destination we will cover all reasonable costs incurred in transferring, storing and forwarding the goods to the original destination within Australia.</p> | <p>This extension does not include costs incurred arising from your insolvency or financial default.</p> <p>We will not pay more than \$25,000 for any one claim.</p> |
| <p>2. Removal of Debris</p> <p>We will pay all reasonable costs and expenses incurred in unloading, removing and disposing of damaged goods and clean-up of the accident site.</p> | <p>We will not pay more than \$25,000 for any one claim.</p> |

All Extensions of Cover are subject to the terms, conditions and exclusions of this **cover section** and all **policy terms and conditions**.

What you are not covered for

See 'General exclusions' to read more about section 54 of the Insurance Contracts Act (Cth) and how it applies to this policy.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), there is no cover under the Transit section of this policy in any of the following circumstances.

We will not cover **you** for loss of or damage to, or as a result of:

- a. **money**, credit cards or negotiable documents;
- b. jewellery, watches, furs, antiques, paintings, works of art, precious/semi-precious metals, precious /semi-precious stones or articles composed of any of them;
- c. explosives, petroleum products in bulk or gas in bulk;
- d. livestock;
- e. cigarettes, tobacco or tobacco products;
- f. personal property of directors, partners and employees of **your business**.

We will also not pay for loss or damage caused by, arising from or due to:

- a. dislodgement of **goods** as a result of contact by the conveying **vehicle** with roadway curbing, road humps, traffic islands and similar protuberances or uneven road surfaces;
- b. theft by or in collusion with any of **your** employees;
- c. electrical or mechanical derangement unless damage is visible to the exterior of the machine;
- d. delay, loss of market or consequential loss of any kind; or
- e. depreciation or deterioration.

Definitions

The following definitions shall apply to the terms used in this **cover section**. Wherever these words appear within this **cover section** they are shown in bold. The singular shall include the plural and vice versa.

| Term | Definition |
|---------------------|---|
| Goods | Goods means contents, stock and any item of property that is specifically described and shown in the schedule as insured under this cover section , which you own or for which you are legally responsible for. |
| Market value | Market value means the retail value of items of a similar type, age and condition, with adjustment for its special features, if any. Used price guides and any other information may be used to assist in determining market value. |
| Transit | Transit commences when the goods insured are first moved in the warehouse or place of storage for the purpose of immediate loading onto the carrying vehicle for the commencement of transit, continues during the ordinary course of transit and terminates on delivery to any other warehouse or place of storage. |
| Vehicle | Vehicle means any type of machine on wheels or self laid tracks or on skis, made or intended to be propelled by other than manual or animal power and any trailers or other attachment made or intended to be drawn by any such machine. |

GENERAL TERMS AND CONDITIONS

See 'General exclusions' to read more about section 54 of the Insurance Contracts Act (Cth) and how it applies to this policy.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), the following general terms and conditions apply to **your** policy:

1. Your actions and obligations

You must:

- a. take all reasonable care to prevent or minimise loss, damage, theft, injury or liability, including, but not limited to:
 - i. ensuring that **you** only employ or appoint competent employees, contractors and subcontractors;
 - ii. avoiding or minimising loss or damage to property;
 - iii. creating regular back-ups and copies of data and records (at least every 5 days);
 - iv. maintaining all property in a good condition to avoid loss, damage, theft, injury or liability;
 - v. preventing the manufacture, sale or supply of defective products;
 - vi. withdrawing, inspecting, repairing, replacing, tracing, recalling or modifying any products containing any defect or deficiency of which **you** have knowledge or have reasonable reason to suspect;
 - vii. complying with all statutory obligations, bylaws, regulations, environmental and safety requirements; or
 - viii. complying, at **your** expense, with any reasonable and valid recommendation or actions required to prevent or minimise loss; damage, injury, or liability.
- b. notify **us**, of any changes to facts and circumstance relating to **you** or **your business** that affect the risk of loss, damage, injury, illness or liability that happen after the start of the **period of insurance**. If the risk of loss, **damage**, injury, illness or liability is significantly increased by such changes **we** will not cover any claims that are caused by or arise from such changes unless **you**:
 - i. did not know of the alteration; or
 - ii. **you** notified **us** of the alteration promptly and **we** have agreed in writing to accept the alteration to the risk.
- c. If **you** receive any notification of an occurrence or claim made against **you**, or something happens which **you** think may result in a claim, co-operate with **us** in any investigation, settlement and defence of any claims by:
 - i. ensuring **we** are notified promptly after the event;
 - ii. notifying the police promptly if **you** think any damage has been caused to property by theft, attempted theft or malicious damage;
 - iii. taking all reasonable steps to reduce and prevent further loss, damage, theft, injury, or liability;
 - iv. supplying **us** with written details of all policies that may pay or partially pay that claim;
 - v. sending **us** any legal documents, demands, summonses or details of legal proceeding relating to the event;
 - vi. authorising **us** to obtain records and other information required if required;
 - vii. providing **us** with all material that **we** reasonably request to substantiate **your** loss; or
 - viii. unless unsafe to do so in which case clear photographs should be taken, preserving and maintaining any damaged property for **our** inspection.

You must not:

- ix. limit or exclude any right to recovery of payments and expenses from any third party who would be liable to compensate **you** with respect to any loss, damage, theft, injury, or liability;
- x. cause any unreasonable delays to the investigation, settlement or defence of any claim;
- xi. settle any claim, incur any defence expenses, assume any contractual obligation or admit any liability with respect to any claim without **our** written consent; or
- xii. authorise the repair or replacement of any property unless it is required for safety reasons or to minimise or prevent further loss, damage, theft, injury, or liability.

You cannot transfer the policy into someone else's name without **our** written consent. If **you** fail to comply with these conditions, **we** may reduce or deny any claim **you** make or cancel **your** policy.

2. Our actions and obligations

If **you** make a claim under the policy, **we** will:

- a. allow **you** to arrange emergency repairs in order to prevent further loss or damage to **your** property as a direct result of an emergency;
- b. pay up to \$25,000 in addition to the amount of cover provided by each **cover section** for professional fees if **you** need assistance in preparing and verifying details required by us in the preparation and negotiation of a claim;
- c. pay **your** reasonably incurred labour costs and overhead expenses if **we** agree that the repair of the **damage** can be undertaken by **you** or **your** employees. However, **we** will not pay more than the amount required by a competent contractor to do the same work at a fair market rate;
- d. have the right to conduct, and full discretion in the conduct of, any legal proceedings and the negotiation and settlement of any claim;
- e. have the right to take action or initiate legal proceedings in **your** name against another person or organisation, to recover any payment **we** have made, regardless of whether **we** have paid **your** claim or **you** have been fully compensated for **your** loss. Any **money** recovered from such proceedings **we** will allocate in the following order:
 - i. firstly, to **you** to pay **your excess**;
 - ii. secondly, to **us** for the expense of such recovery;
 - iii. thirdly, to **you** to pay for **your** uninsured losses in respect of the claim; and
 - iv. fourth, to reimburse **us** for any payments made by **us** for any amounts paid to **you** in respect of the claim;
- f. not take action or initiate legal proceedings in **your** name against:
 - i. any person or organisation insured by this policy;
 - ii. any of **your** directors, officers and employees;
 - iii. any organisation (including directors, officers and employees) owned or controlled by **you**; or
 - iv. or against any co-owner of the property;
- g. make reasonable progress payments once **we** have agreed that a claim is covered by the policy;
- h. pay up to \$5,000 or ten percent (10%) of the value to the claim for the reimbursement of any public reward expense paid by **you** for information leading to recovery of property or to identify the offenders responsible following loss, destruction or **damage to your** property for which a claim has been paid under **cover sections**: Property Protection, Theft, or Money of **your** policy.

Provided that:

- i. the terms of the reward are agreed by **us** and approved by the relevant Authority before being offered; and
- ii. **our** payment does not exceed the value of the property lost destroyed or **damaged**.

We agree not to unreasonably withhold consent to the terms or the amount of any reward payable under this policy provision nor does **our** offer to pay such reward in any way limit the amount of any reward **you** may wish to offer on **your** own account.

If **you** die or are adjudged bankrupt or insolvent, this insurance will cover:

- i. **your** legal representative acting on behalf of either **you** or **your** estate; or
- ii. 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.

3. Acquisitions

We will agree to provide cover under the **cover sections** of **your** policy for any newly formed subsidiary or acquisition or any other legal entity purchased by **you**, provided that:

- a. **we** have been notified in writing within thirty (30) days of the incorporation date or date of purchase;
- b. such legal entity is incorporated in **Australia**; and
- c. such legal entity conducts the same or similar occupation to the **business** stated in the **schedule**.

Our liability shall not exceed the Limit of Liability, **Sum Insured**, or any Sub-limit of liability applicable under the relevant **cover sections** making up **your** policy.

Other than as stated above **we** will not provide cover for any claims associated with companies or legal entities acquired during the **period of insurance**.

4. Fraudulent claims

If **you** or any party covered by **your** policy makes a claim or arranges for some other party to make a claim that is in any way false, dishonest or fraudulent, then payment of the claim may be refused. But this term of the policy will not apply where **we** have reviewed the claim and are reasonably satisfied that a particular person covered by this policy, who has a financial interest in the insured property, in respect of the claimed incident:

- was a victim of domestic violence, coercion or a vulnerable person; and
- did not contribute to, assist, facilitate or cause it.

If so, and the incident otherwise meets the terms of this policy, **we** will settle the claim for that particular person, but only to the extent of their financial interest in the insured property or legal liability.

5. Interested parties

Subject to the Insurance Contracts Act 1984 (Cth), **we** will indemnify lessors, financiers, trustees, mortgagees, owners and all other parties having a legal interest or charge over the property insured in respect of such interest, without **you** having to notify **us**.

All persons entitled to claim under the policy are bound by the terms and conditions of the policy.

6. Cover under multiple sections

Unless the policy explicitly states otherwise, **we** will not be liable under more than one **cover section** in respect of loss, damage or liability arising from the same event.

7. Payment of excess

When **you** have a claim under a **cover section** of **your** policy **you** must pay the **excess** amount in accordance with the terms and conditions applicable to that **cover section** before **we** pay the claim, or otherwise in accordance with 'Excesses' in the 'Important information' section of this PDS. Limits and sub-limits of liability and **sums insured** shall apply in addition to, and shall not be reduced by, the amount of any applicable **excess**.

Should a single event result in **you** claiming under more than one **cover section** of **your** policy, then only the single highest **excess** will apply to all claims that arise out of the one event.

Further information on **excess** payments are set out in each **cover section** of this policy.

8. Reduced sum insured

There is no reinstatement of the **sum insured** under the Equipment Breakdown **cover section**.

The **sum insured** for the **period of insurance** will be reduced by any payment made or due to be made.

9. Reinstatement of sum insured

In the event of the **sum insured** being reduced by the amount of any claim under this policy, under the following sections of the policy:

- Property Protection;
- Business Interruption;
- Theft, Money & Employee Fraud;
- Glass
- Portable Property;
- Transit;
- Tax Audit,

We will automatically reinstate the **sum insured** from the date of loss or damage provided that:

- a. there is no written request from **you** or written notice by **us** to the contrary; and
- b. the **cover section** is an operative section of the policy.

The following conditions apply:

- a. **we** will not reinstate the **sum insured** on the Property Protection or Business Interruption **cover sections** if **we** have paid a total loss under either of these **cover sections**;
- b. with respect to the Employee Fraud **cover section**, 'What you are covered for' 'Item 3. Employee Fraud', the amount by which the **sum insured** is reinstated shall be available only in respect of acts of fraud or dishonesty committed after such reinstatement.

10. Australian law and jurisdiction

The construction, interpretation and meaning of the provisions of this policy shall be determined in accordance with Australian law.

Any disputes arising from this policy will be determined in accordance with our 'Complaints' process explained earlier in this policy, or otherwise by the Courts, and in accordance with the laws of **Australia**.

11. Sanctions regulation

Notwithstanding any other terms or conditions under this policy, **we** shall not be deemed to provide coverage and will not be liable to make any payments nor provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit or any **business** or activity **you** undertake, would violate any applicable trade or economic sanctions, law or regulation of the European Union, United Kingdom, United States of America, United Nations or the Commonwealth of Australia.

GENERAL EXCLUSIONS

We will take into account section 54 of the Insurance Contracts Act 1984 (Cth) when we assess any claim made under this policy.

Section 54 of the Insurance Contracts Act prevents us from refusing a claim because of something the Insured or some other person has done, or not done, after the policy was entered into, unless that thing caused or contributed to the claimed loss. But we can reduce a claim by an amount that fairly represents our prejudice because of the thing that was done or not done.

Subject to the Insurance Contracts Act 1984 (Cth), the following General Exclusions apply to your policy:

1. Fines and penalties

We will not pay any penalties, fines, awards of liquidated, aggravated, exemplary, punitive damages or multiplication of compensatory damages made against you.

2. Cyber risk

This cyber risk exclusion is applicable to the following cover sections of the policy:

- Property Protection;
- Business Interruption;
- Theft;
- Money;
- Employee Fraud;
- Glass;
- Portable Property;
- Equipment Breakdown,

These cover sections do not cover any physical loss or damage caused directly by or arising directly or indirectly from a cyber incident or a cyber act including any action taken in controlling, preventing, suppressing or remediating such event.

However, subject to the relevant cover sections and all their provisions, we will cover any damage to property, resulting from any ensuing fire, explosion, implosion, impact by aircraft or aerial object dropped therefrom, impact by road vehicle water, flood and/or water and other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or pipes only, occurring at your premises, which directly results from a direct cyber incident or cyber act causing such damage and including any consequential loss insured by this policy.

3. Electronic data

a. Electronic Data – Part 1

This electronic data exclusion is applicable to the following cover sections of this policy:

- Property Protection;
- Theft;
- Money;
- Employee Fraud;
- Glass;
- Portable Property;
- Business Interruption;

i. These sections do not insure:

- a. total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **electronic data**;
- b. error in creating, amending, entering, deleting or using **electronic data**; or
- c. total or partial inability or failure to receive, send, access or use **electronic data** for any time or at all;

from any cause, regardless of any other contributing cause or event whenever it may occur.

- ii. However, in the event that a peril listed below (being a peril insured by the relevant **cover sections** but for this exclusion) is caused by any of the matters described in paragraph i above, then the relevant **cover sections**, subject to all their provisions, will cover:

- a. physical loss of or damage or destruction to property insured directly caused by such listed peril; and/or
- b. any consequential loss insured by this policy;

Accidental damage other than non-physical damage, fire, lightning, thunderbolt, explosion, implosion, earthquake, subterranean fire, volcanic eruption, impact by aircraft or aerial object dropped therefrom, impact by road vehicle or animal, sonic boom, theft of **electronic data** solely where such theft is a consequence of theft of any computer and/or computer hardware and/or firmware and/or microchip and/or integrated circuit and/or similar device containing such **electronic data**, breakage of glass, the acts of persons taking part in riots or civil commotions or of strikers or of locked out workers or of persons taking part in labour disturbances, storm and/or tempest and/or rainwater and/or wind and/or hail, water and other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or pipes at the **premises**.

- iii. For the purposes of the “What you are covered for” provision in these **cover sections**, **computer systems** records include **electronic data**.

Any terrorism exclusion in these **cover sections** or any **endorsement** thereto prevails over this exclusion.

b. Electronic Data Part 2

This **electronic data** exclusion is applicable to the Equipment Breakdown **cover section** of the policy.

This **cover section** does not cover any loss or damage of whatsoever kind arising directly or indirectly out of:

- i. total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **electronic data**;
- ii. error in creating, amending, entering, deleting or using **electronic data**;
- iii. total or partial inability or failure to receive, send, access or use **electronic data** for any time or at all; or
- iv. any business interruption losses resulting therefrom,

regardless of any other contributing cause or event whenever it may occur, unless such loss or damage is a direct consequence of otherwise insured damage and provided that **electronic data** and **electronic data** media and/or business interruption is insured by the **cover section**.

Any terrorism exclusion in this **cover section** or any **endorsement** thereto prevails over this exclusion.

This General Exclusion does not apply to the Business Liability **cover section**.

4. Unoccupied buildings and premises

We will not pay for any loss, damage or liability at **your building** or **premises** after the **building** or that **premises** has been **unoccupied** for more than ninety (90) consecutive days.

This General Exclusion does not apply:

- a. If:
 - i. **you** notify **us** that the **building** or **premises** will be **unoccupied** for more than ninety (90) consecutive days; and
 - ii. **we** agree in writing to continue **your** cover; and
 - iii. **you** pay **us** any additional **premium** that **we** may require;
- b. to loss or **damage** to insured **property** by lightning, earthquake or subterranean fire; or
- c. to loss or **damage** to insured **property** caused by 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 thereof which do not belong to **you**.

This exclusion may apply if **buildings** are partly occupied, refer to the definition of ‘Unoccupied’ in the ‘General Definitions’ section.

5. War, Act of terrorism, Confiscation, Radioactivity

We will not pay for loss, damage, destruction, death, personal injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss resulting from:

- a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- b. any **act of terrorism**;
- c. any order of any Government, Public, Civil or Local Authority involving the confiscation, nationalisation, requisition, damage or destruction of any property unless such destruction was undertaken to reduce the spread of fire; or
- d. radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion. Provided that this shall not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

This policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to the above.

GENERAL DEFINITIONS

The following General Definitions shall apply to the words used in **your** PDS and policy. They apply to all **cover sections** of the policy unless defined differently within an individual **cover section**. Wherever they appear in the PDS and policy they are shown in bold. The singular shall include the plural and vice versa.

| Term | Definition |
|-------------------------|--|
| Accidental | Accidental means an unforeseen, unintended and unexpected event, which occurs suddenly and at a specific place and time. |
| Act of terrorism | <p>Act of terrorism means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:</p> <ol style="list-style-type: none"> a. involves violence against one or more persons; b. involves damage to property; c. endangers life other than that of the person committing the action; d. creates a risk to health or safety of the public or a section of the public; or e. is designed to interfere with or to disrupt an electronic system. |
| Australia | Australia means the Commonwealth of Australia and all of its States and Territories including all external Territories. |
| Building | <p>Building 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. Provided that when the word 'Building' is used in the schedule to describe a type of property insured, it is agreed that the following property is included:</p> <ol style="list-style-type: none"> a. carports, pergolas and canopies; b. barns, outbuildings and tanks; 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, fences, gates and letterboxes; e. all permanent fittings and fixtures to any building; f. the following external fixed items: <ol style="list-style-type: none"> i. swimming pools, saunas and spas; ii. gangways between buildings; iii. lights and signs; and iv. air conditioning units and associated piping and wiring; g. flag poles; h. communications masts, aerials, antennae and dishes; i. fixed floor coverings; j. bitumen, concrete, sealed paths, driveways, roads, car parks or ground surfaces. Sealed surfaces being those that are packed or plugged to prevent percolation or the passage of fluids; k. landscaping, plants, shrubs and gardens, but only when reinstating damage to buildings as defined elsewhere within this Definition; l. foundations of any building; m. structural improvements to any building; n. underground and above ground services, for which you are responsible, that are connected to any building; |

| Term | Definition |
|------------------------|--|
| | <p>o. piers, jetties, wharves and docks, which you own or for which you are responsible for; and</p> <p>p. bridges and tunnels.</p> <p>Buildings does not include:</p> <p>a. contents;</p> <p>b. stock;</p> <p>c. land including topsoil and fill; or</p> <p>d. glass, unless such glass is directly damaged by:</p> <p>i. fire, lighting, explosion, impact, storm or earthquake;</p> <p>ii. riot, civil commotion, persons taking part in industrial disputes.</p> |
| Business | Business means your business, occupation, trade or profession shown in the schedule including incidental activities. |
| BZI | Blue Zebra Insurance Pty Ltd, ABN 12 622 465 838, AFS Licence Number 504130. BZI acts as an agent of the insurers under a binder agreement. |
| Computer system | Computer system means interconnected electronic, wireless, web or similar systems, including computer hardware, software and the electronic data stored thereon, as well as associated input and output devices, mobile devices (including, but not limited to, smart phone, laptop, tablet, wearable device), electronic data storage devices, servers, cloud or microcontroller including any similar system media libraries, networking equipment, components, firmware and electronic backup facilities, including systems accessible through the internet, intranets, extranets or virtual private networks., owned or operated by you or any other party. |
| Computer virus | Computer virus means an executable program or computer code segment that is self-replicating, requires a host program or executable disc segment in which it can be contained and which destroys or alters the host program or other computer code or electronic data causing undesired program or computer system operation. |
| Contents | <p>Contents means all equipment, plant, fixtures, fittings and furniture belonging to you or which you are legally responsible for and used by you in the business, including:</p> <p>a. shipping containers not owned by you but temporarily in your possession for the delivery, unloading, loading 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 subject to applicable law; or</p> <p>b. property belonging to your welfare, sports and social clubs.</p> <p>Where you are a tenant of rented premises, contents shall also mean:</p> <p>c. property owner's fixtures and fittings, window blinds and floor coverings, for which you are liable under the terms of a lease or similar agreement, but not glass; and</p> <p>d. property comprising alterations and/or additions to the premises by the landlord for your use in the business where the cost of reinstatement is your responsibility in the event of loss or damage.</p> <p>For the purpose of the Property Protection section</p> <p>Contents does not include:</p> <p>a. buildings;</p> <p>b. stock;</p> <p>c. money;</p> <p>d. furs, jewellery, gold, silver, platinum, pearls, diamonds, sapphires, rubies or other precious stones;</p> <p>e. aircraft, locomotives, rolling stock, watercraft whilst in water;</p> <p>f. motor vehicles or trailers, caravans or motorcycles, all while registered or licensed to travel on a public road, provided that this does not apply to:</p> <p>i. mobile plant and equipment (excluding cars, sedans, panel vans, and trucks) not otherwise insured;</p> <p>ii. motor vehicles or trailers, caravans or motorcycles that are stock in trade of your business.</p> |

| Term | Definition |
|-----------------|--|
| | <p>g. standing timber, growing crops, plants, land including topsoil and fill, landscaping, gardens and pastures, except for potted plants; or</p> <p>h. mining property or any equipment located beneath the surface of the ground, provided that this exclusion does not apply to underground services connected to a building.</p> <p>When the word 'Contents' is used in the schedule to describe a type of property insured, it is agreed that we accept the designations used in your books and records.</p> |
| Cover section | Cover section means the individual coverage that we give you that attaches to and forms part of your policy when this is shown in the schedule , for example 'Theft' or 'Property Protection'. |
| Customers goods | Customer's Goods means goods that belong to your customers for which you are responsible, or you have assumed responsibility to insure prior to any destruction or damage. |
| Cyber act | 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 | Cyber incident means: <ul style="list-style-type: none"> a. deliberate and unauthorised corruption, amendment or erasure of electronic data by you or your directors, partners, employees, officers or any other person who has an interest in the property whether acting alone or in collusion with any other person; b. 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 c. the gaining of unauthorised access to your computer via any communication system that is used by your computer system by any person other than you or your directors, partners, employees, officers or any other person who has an interest in the property any indirect financial loss or consequence arising from or in connection with a breakdown; or d. the operation or presence of any computer program, including any computer virus, that alters or erases electronic data or programs in a manner that is undesired by you. |
| Electronic data | Electronic data means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment. |
| Endorsement | Endorsement means an individual endorsement document that we give you that attaches to and forms part of your policy. This document varies the terms and conditions of your policy. |
| Excess | Excess means the amount payable by you in respect of each claim. The amount of the excess is shown in the schedule . |
| Flood | Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following: <ul style="list-style-type: none"> a. a lake (whether or not it has been altered or modified); b. a river (whether or not it has been altered or modified); c. a creek (whether or not it has been altered or modified); d. another natural watercourse (whether or not it has been altered or modified); e. a reservoir; f. a canal; or g. a dam. |
| Insurers | Insurers means: <ul style="list-style-type: none"> • Chubb Insurance Australia Limited (Chubb) of Level 38, 225 George Street, Sydney NSW 20000 (ABN 23 001 642 020, AFSL 239687); • AIG Australia Limited (AIG) of Level 19, 2 Park Street, Sydney NSW 2000 (ABN 93 004 727 753, AFSL 381686); • HDI Global Specialty SE (HDI), acting through its Australian branch, HDI Global Specialty SE – Australia of Level 19, 20 Martin Place, Sydney NSW 2000 (ABN 58 129 395 544, AFSL 458776). |

| Term | Definition |
|------------------------------------|--|
| Money | <p>Money means cash, bank notes, 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, store 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.</p> <p>Money does not include collectable items (for example coin or stamp collections) or anticipated revenue or any type of 'crypto currency' such as bitcoin.</p> |
| North America | <p>North America means:</p> <ol style="list-style-type: none"> the United States of America and the Dominion of Canada; any State or Territory incorporated in, or administered by, the United States of America or Dominion of Canada; and any Country or Territory subject to the laws of the United States of America or the Dominion of Canada. |
| Period of insurance | <p>Period of insurance means the period of insurance shown in the schedule or any subsequent period for which we have agreed to renew or extend the cover.</p> |
| Policy terms and conditions | <p>Policy terms and conditions means all of the terms, conditions and exclusions that form part of this policy including any endorsements.</p> |
| Pollutants | <p>Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals or waste. Waste includes but is not limited to material to be recycled, reconditioned or reclaimed.</p> |
| Premises | <p>Premises means the premises at the location shown in the schedule.</p> |
| Premium | <p>Premium means the amount(s) shown in the schedule that you have to pay inclusive of any taxes, duties, levies or charges for the cover we provide.</p> |
| Property | <p>Property means buildings, contents, stock, specified items and any other items shown in the schedule.</p> |
| Schedule | <p>Schedule means the document that we give you that attaches to and forms part of your policy that details the coverage you have taken out and details about you.</p> |
| Stock | <p>Stock means all stock, including work in progress, raw material which you own or which you are legally responsible for and customer's goods. When the word 'Stock' is used in the schedule to describe a type of property insured, it is agreed that we accept the designations used in your books and records.</p> |
| Sum insured | <p>Sum insured means the sum insured shown in the schedule.</p> |
| Unoccupied | <ol style="list-style-type: none"> when you are the building owner and there are multiple tenancies at the premises, unoccupied means 50% or more by tenant and occupancy count, irrespective of floorspace, of a building is vacant (excluding any residential tenancy agreements); when you are the building owner of a single occupancy building or a tenant, unoccupied means left vacant by you or any other authorised person and there is no business being operated from the premises. <p>When there are multiple buildings at the premises, unoccupancy only applies to the unoccupied building at the premises. All other buildings are considered occupied.</p> |
| Vacant | <p>Vacant means when there is no business being operated from any individual occupancy or rentable area of the building (whether furniture, other contents or stock remain or not) or no valid and/or enforceable lease or sublease exists for the rentable area.</p> |
| We, us, our | <p>We, us or our means Blue Zebra Insurance Pty Ltd (BZI), ABN 12 622 465 838, AFS Licence number 504130 to the extent it is acting as an agent of the insurers under a binder agreement, or otherwise the insurers.</p> |
| You, your or yours | <p>You, your or yours means the person(s) or parties shown as the 'business name' in the schedule, including all subsidiary companies, organisations and entities incorporated in Australia in which you have a controlling interest (exceeding fifty percent (50%) engaged in the business described in the schedule and not for any other purpose or activity.</p> |

FINANCIAL SERVICES GUIDE (FSG)

This Financial Services Guide (FSG) is an important document designed to help you decide whether to use the financial services offered.

It contains information about how Blue Zebra Insurance Pty Ltd, ABN 12 622 465 838, AFSL 504130 (BZI) administers the policy and arranges the policy.

What financial services are provided?

BZI holds an Australian Financial Services Licence (AFSL) that allows BZI to provide you with general financial product advice about this Business Insurance product and to arrange this product and is also authorised to provide claims handling and settling services. BZI is responsible for the provision of these services under its own AFSL.

BZI acts under a binder authority from the following insurers who are the issuers of this product:

- Chubb Insurance Australia Limited (Chubb) of Level 38, 225 George Street, Sydney NSW 2000 (ABN 23 001 642 020, AFSL 239687);
- AIG Australia Limited (AIG) of Level 19, 2 Park Street, Sydney NSW 2000 (ABN 93 004 727 753, AFSL 381686);
- HDI Global Specialty SE (HDI), acting through its Australian branch, HDI Global Specialty SE – Australia of Level 19, 20 Martin Place, Sydney NSW 2000 (ABN 58 129 395 544, AFSL 458776)

This means that BZI can bind the insurers with this policy and can handle or settle claims on behalf of the insurers. BZI acts for the insurers when providing these services and not on your behalf. You can find full details of BZI and the insurers on page 4 of the PDS.

Any advice given to you by BZI about Business Insurance will be of a general nature only and will not take into account your personal objectives, financial situation or needs. You need to determine whether this product meets your needs.

How are we paid?

BZI is paid a commission by the insurer when you buy this Business Insurance policy. This commission is included in the premium that you pay and may be up to 35.5% of the premium paid excluding any government taxes and levies. BZI receives this commission from the insurer after you have paid the premium.

Commission received by BZI is used to meet our distribution expenses, which include any commission payable to your broker.

BZI may add an agency fee to the premium that is charged. Any agency fee will be noted on your policy schedule.

BZI may also receive a share of the profit earned by the insurers if the insurers make an underwriting profit in accordance with the underwriting targets they have set. This amount is calculated and paid retrospectively only when the insurers exceed their underwriting targets in a given year.

BZI employees are paid an annual salary and may be paid a bonus based on business performance.

Further information

For more information about remuneration or other benefits received for the financial services provided, please ask your intermediary or contact us using the details noted in this document within a reasonable time of receiving this FSG and before you choose to buy this product.

Complaints

If you have a complaint about the financial services provided by BZI in relation to this product please refer to the 'Complaints' section upfront in the PDS for details of the complaint resolution process.

What professional indemnity insurance arrangements do we have in place?

BZI holds professional indemnity insurance covering errors and mistakes relating to the provision of financial services provided by BZI and our employees (even after they cease to be employed). BZI's policy meets the requirements of the Corporations Act 2001 (Cth).

Who is responsible for this document?

The insurers are responsible for the PDS. BZI has authorised the distribution of this FSG.

PDS preparation date: 24 April 2026

FSG preparation date: 1 July 2026

BlueZebra

BZ_BPK_PDS_FSG_260601

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