

Supplementary Product Disclosure Statement

SPDS Edition 1

This Supplementary Product Disclosure Statement (SPDS) is dated 15 January 2021 and will apply to all **WFI Office Plan Product Disclosure Statement and Policies** version WFIOPLPDS 05 0521 (PDS) taken out with a new business effective date on or after 9 July 2021, or with a renewal effective date on or after 9 July 2021.

The information in this SPDS updates and should be read with the PDS and any other applicable SPDS.

Changes to Your PDS

Your PDS is amended by the following:

Change 1: Calculating Your premium

Your PDS is amended by inserting the following new paragraph in 'The cost of Your insurance' section on page 7 within the 'Important information' section of the PDS:

Your premium, including any discounts You may be eligible for, are subject to minimum premiums. We consider the minimum amount We are prepared to sell the policy for and may adjust Your premium to ensure it does not fall below the minimum amount. Any discounts will be applied to Your policy, only to the extent any minimum premium is not reached. This means that any discount You may be eligible for may be reduced. When We determine Your premium on renewal, We may also limit any increases or decreases in Your premium by considering factors such as Your previous year's premium amount.

Change 2 – Replacement of the ‘electronic data, cyber, e-commerce’ general exclusion

Your PDS is amended by deleting clause ‘4 electronic data, cyber, e-commerce’ on page 15 within the ‘General exclusions’ section and replacing it with the following:

4 cyber, data

- any:
 - Cyber Loss, except that subject to all the terms, conditions, limitations and exclusions of this policy or any endorsement thereto, this policy covers Damage to Property insured and any Time Element Loss directly resulting therefrom where such Damage to Property is directly caused by the following perils if otherwise covered under the policy:
 - theft or burglary;
 - Storm, windstorm, hail, tornado, cyclone, hurricane;
 - fire, lightning or explosion;
 - earthquake, volcanic eruption or tsunami;
 - Flood, freeze or weight of snow;
 - aircraft impact or vehicle impact or falling objects;
 - water damage;
 - a change in temperature affecting refrigerated goods; or
 - machinery or electronic breakdown, including collapse or explosion of pressure equipment, which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act; or
 - loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.

Provided however that subject to all the terms, conditions, limitations and exclusions of this policy or any endorsement thereto, should Data Processing Media owned or operated by You suffer physical loss or physical damage insured by this policy, then this policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this policy excludes any amount pertaining to the value of such Data, to You or any other party, even if such Data cannot be recreated, gathered or assembled.

This exclusion does not apply to Business legal liability policy, Motor vehicle policy - Section 2: the insurance for legal liability or Pleasure boat policy - Section 2: the insurance for legal liability.

This exclusion clause supersedes and, if in conflict with any other wording in the policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Change 3 – Inclusion of Communicable Diseases general exclusion

Your PDS is amended by inserting the following additional exclusion within the ‘General exclusions’ section commencing on page 15:

9 communicable diseases

- any actual or alleged loss, Personal Injury, Damage to Property, loss of income, liability, cost, expense or any other amounts of whatever nature directly or indirectly caused by, arising from, contributed to by, resulting from, or otherwise in connection with:
 - disease;
 - a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto;
 - any disease determined to be a ‘listed human disease’ under, or any disease in respect of which a ‘biosecurity emergency’ or ‘human biosecurity emergency’ is declared under, the Biosecurity Act 2015 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation;
 - any disease determined by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC);
 - Highly Pathogenic Avian Influenza (HPAI) in humans;
 - rabies;
 - cholera;
 - any pandemic, epidemic or any other outbreak of infectious disease; or
 - any:
 - i. mutation of; or
 - ii. fear or threat (actual or perceived) of; or
 - iii. action taken to control or prevent or suppress,the diseases, conditions or circumstances described in this exclusion.

Provided that this exclusion will not apply to Damage to Property insured under Business property policy caused by the following perils, subject to all other provisions of the policy:

fire, lightning, thunderbolt, aircraft or other aerial devices or articles dropped therefrom, earthquake, tsunami, subterranean fire, volcanic eruption, Storm, tempest, rainwater, snow, sleet, wind, hail, water, liquids or substances discharged, overflowing or leaking from fixed apparatus, fixed appliances, fixed pipes or other systems, riots, civil commotions, strikes or locked out workers or persons taking part in labour disturbances, explosion, impact by vehicles, animals or trees or branches of trees, communication masts, towers, antennae, satellite dishes, watercraft, meteorites, or theft of Data solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such Data.

For the avoidance of doubt “actual or alleged loss, Personal Injury, Damage to Property, loss of income, liability, cost, expense or any other amounts” includes any cost to clean up, decontaminate, disinfect, remove, replace, monitor and/or test for such diseases, conditions or circumstances described in this exclusion.

This exclusion does not apply to Business legal liability policy, Motor vehicle policy - Section 2: the insurance for legal liability or Pleasure boat policy - Section 2: the insurance for legal liability.

Change 4 – Inclusion of pandemic or epidemic exclusion for liability cover

Your PDS is amended by inserting the following additional exclusion within the 'General exclusions' section commencing on page 15:

10 pandemic or epidemic

- any claim arising directly or indirectly out of, caused by, contributed to by, or in connection with any:
 - disease determined to be a 'listed human disease' or in respect of which a 'human biosecurity emergency' is declared under the Biosecurity Act 2015 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation; or
 - outbreak of infectious disease declared as a pandemic or epidemic by the World Health Organisation or any Australian government or Australian government agency; or
 - disease determined by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC).

This exclusion does not apply to Business property policy, Business interruption policy, General property policy, Machinery breakdown policy, Electronic equipment policy, Motor vehicle policy - Section 1: what You are insured for if Your Vehicle is damaged or stolen, Pleasure boat policy - Section 1: the insurance against Accidental damage or theft of Your Boat or Personal accident and illness policy.

Change 5 – Inclusion of cyber exclusion for liability cover

Your PDS is amended by inserting the following additional exclusion within the 'General exclusions' section commencing on page 15:

11 cyber

- any liability directly or indirectly caused by or arising out of or in connection with any illegal, unlawful, malicious or criminal act or series of related illegal, unlawful, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of or use of Electronic Data.

For the purpose of this exclusion only, the following definition applies:

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 programmes, software and other coded instructions for such equipment.

This exclusion does not apply to Business property policy, Business interruption policy, General property policy, Machinery breakdown policy, Electronic equipment policy, Motor vehicle policy - Section 1: what You are insured for if Your Vehicle is damaged or stolen, Pleasure boat policy - Section 1: the insurance against Accidental damage or theft of Your Boat or Personal accident and illness policy.

Change 6 – Additions and revision to General definitions

1. Your PDS is amended by adding the following additional definitions within the 'General definitions' section commencing on page 16:

Communicable Disease

means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms; and
- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

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 Equipment.

Cyber Incident

means:

- any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer Equipment; or
- any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer Equipment.

Cyber Loss

means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

Data

means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by Computer Equipment.

Data Processing Media

means any Property insured by this policy on which Data can be stored but not the Data itself.

Time Element Loss

means business interruption, contingent business interruption or any other consequential losses insured under this policy.

2. Your PDS is amended by deleting the definition of 'Computer Equipment' on page 16 within the 'General definitions' section and replacing it with the following:

Computer Equipment

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

Change 7 – Updated Business property policy – What is not insured

Your PDS is amended by deleting the wording 'disease,' from sub-clause 3 on page 19 within the 'What is not insured' section of Business property policy.

Change 8 – Updated General property policy – What is not insured

Your PDS is amended by deleting the wording 'disease,' from sub-clause 8 on page 30 within the 'What is not insured' section of General property policy.

Insurer
Insurance Australia Limited
ABN 11 000 016 722 AFSL 227681
trading as WFI

OFFICE PLAN

Product Disclosure Statement

Date of preparation: 14 May 2021



Good people to know.



How the Office Plan works

Date of preparation: 14 May 2021

About the insurer and WFI

The insurer for this Office Plan is Insurance Australia Limited (ABN 11 000 016 722) trading as WFI (WFI) whose contact details are:

Telephone: 1300 934 934

Post: Locked Bag 1,
Bassendean DC WA 6942

Email: info@wfi.com.au

WFI is an Australian Financial Services Licensee (AFSL No. 227681) authorised to issue, vary and cancel general insurance products and provide general financial product advice in relation to general insurance.

The Office Plan consists of nine different policies You can choose from, covering a wide range of risks.

This approach gives You great flexibility as You can arrange Your insurance to meet Your particular needs.

It also means that if Your circumstances change and You need more extensive insurance, it is easy for You to add another of the policies to Your Plan.

Insurance against liability for workers' compensation is compulsory for employers throughout Australia.

This Plan does not contain a policy that insures You for Your liability for workers' compensation, nor does it include insurance cover for a range of other risks You might want to insure or protect Yourself against. You need to determine whether this is the case and make sure You are appropriately protected.

Any advice We or Our representatives provide is general advice only and does not take into account Your personal objectives, financial circumstances or needs. Before You decide to acquire any of the policies, You should carefully consider the appropriateness of the policies having regard to Your objectives, financial situation and needs.

Understanding the significant features and benefits

To properly understand the significant features and benefits of each of the policies, You need to:

- read the:
 - Important information (pages 6 to 12)
 - General conditions (pages 13 and 14)
 - General exclusions (page 15)
 - General definitions (pages 16 and 17)which apply to all policies; and
- read the policy wording – it tells You:
 - what the policy insures
 - what the policy does not insure
 - what We pay for a claim
 - any additional benefits We provide
 - any optional benefits We offer
 - any special conditions We apply
 - any special meanings We apply to words used in that policy.

There is an index on the front of each of the policies for easy reference.

Policies You can choose from

Business property p18	Business interruption p26	General property p29	Business legal liability p32	
Machinery breakdown p38	Electronic equipment p42	Motor vehicle p45	Pleasure boat p54	Personal accident and illness p58

Summary of contents

Important information	6	General definitions	16	Machinery breakdown policy	38
Our words	7	Business property policy	18	What You are insured against	39
Applying for insurance cover	7	What You are insured against	19	What is not insured	39
The agreement between You and Us	7	What is not insured	19	What We pay	39
The cost of Your insurance	7	What We pay if Property is damaged or stolen	20	Additional benefits	40
Excess (Your contribution)	8	Limits on what We pay	21	Optional benefits	40
Utmost good faith	8	Additional benefits	21	Special condition	41
Jurisdiction	8	Optional benefit	24	Special definitions of words used in this policy	41
Good and Services Tax (GST)	8	Special conditions	24	Electronic equipment policy	42
How GST affects claim payments	8	Special definitions of words used in this policy	25	The types of insurance cover We offer	43
<i>Terrorism Insurance Act 2003 (Cth)</i>	9	Business interruption policy	26	Section 1: the insurance for electronic equipment	43
Dishonest claims	9	What You are insured against	27	What is not insured for electronic equipment	43
Keep up to date records of insured property	9	What is not insured	27	What We pay for Accidental damage to or theft of electronic equipment	43
Changing the terms of any of Your policies	9	What We pay	27	Special conditions for the insurance of electronic equipment	43
Your cooling-off right	9	Additional benefits We pay for a first or second formula payment	27	Section 2: the insurance for increased costs of working	43
When You can cancel	9	Optional benefit	28	What is not insured for increased costs of working	43
When We can cancel	9	Special conditions	28	What We pay for increased costs of working	44
Instalment policies	10	Special definitions of words used in this policy	28	Section 3: the insurance for electronic data processing media and information	44
Code of Practice	10	General property policy	29	What is not insured for electronic data processing media and information	44
Our Complaints Handling Procedures	10	What You are insured against	30	What We pay for electronic data processing media and information	44
Privacy	11	What is not insured	30	What is not insured under any section of this policy	44
General advice warning	12	What We pay	30	Motor vehicle policy	45
Information about Our Product Disclosure Statement (PDS)	12	Special condition	30	The types of cover We offer	46
Contacting Us	12	Special definitions of words used in this policy	31	The use of Your Vehicle for which You are insured under section 1 of this policy (if Your Vehicle is damaged or stolen) and section 2 of this policy (the insurance for legal liability)	47
Financial Claims Scheme	12	Business legal liability policy	32	What is not insured under section 1 of this policy	47
General conditions	13	What You are insured against	33		
What You must do when You have a policy	13	What is not insured	33		
What You must and must not do if You make a claim or an event happens that might lead to You making a claim	13	What We pay	36		
What can affect Your entitlements	14	Additional benefits	37		
What We may do	14	Special conditions	37		
General exclusions	15	Special definitions of words used in this policy	37		
What is not insured by any of the policies in this Plan	15				

When You are not insured under sections 1 and 2 of this policy	47
Section 1: what You are insured for if Your Vehicle is damaged or stolen	47
Additional benefits – Private Use with ‘Comprehensive’ cover	49
Additional benefits – all uses with ‘Comprehensive’ cover	49
Optional benefits for Private Use with ‘Comprehensive’ cover	50
Optional benefit for ‘Comprehensive’ cover – all uses	50
Section 2: the insurance for legal liability	50
What is not insured for legal liability	51
What We pay for legal liability	51
Additional benefits for legal liability	51
Special conditions which apply to sections 1 and 2 of this policy – excesses	51
Special definitions of words used in this policy	53

Pleasure boat policy 54

The types of cover We offer	55
Section 1: the insurance against Accidental damage or theft of Your Boat	55
What is not insured under section 1 of this policy	55
What We pay if Your Boat is damaged or stolen	55
Additional benefits	55
Section 2: the insurance for legal liability	56
What is not insured for legal liability	56
When You are insured under sections 1 and 2 of this policy	56
When You are not insured under sections 1 and 2 of this policy	56
What We pay for legal liability	57
Special definitions of words used in this policy	57

Personal accident and illness policy 58

The types of cover We offer	59
What You are insured against	59
What is not insured	59
Additional benefits	59
What We pay	60
Limits on compensation	61
Death benefit	61
Special conditions	61
Special definitions of words used in this policy	62

Important information

applying to all policies

Our words	7	Your cooling-off right	9
Applying for insurance cover	7	When You can cancel	9
The agreement between You and Us	7	When We can cancel	9
The cost of Your insurance	7	Instalment policies	10
Excess (Your contribution)	8	Code of Practice	10
Utmost good faith	8	Our Complaints Handling Procedures	10
Jurisdiction	8	Privacy	11
Goods and Services tax (GST)	8	General advice warning	12
How GST affects claim payments	8	Information about Our Product Disclosure Statement (PDS)	12
<i>Terrorism Insurance Act 2003 (Cth)</i>	9	Contacting Us	12
Dishonest claims	9	Financial Claims Scheme	12
Keep up to date records of insured property	9		
Changing the terms of any of Your policies	9		

Our words

To make sure You can readily understand Your rights and obligations, We have written this Plan in plain English. For easy reference, We have capitalised the first letter of each word which We define in Our 'General definitions' (which apply to all policies), and in Our 'Special definitions' found at the end of each policy (which apply only to words used in that particular policy). Where a word is defined in both the 'General definitions' and in the 'Special definitions', the 'Special definitions' meaning will take precedence for that policy only.

Words capitalised in headings do not have definitions.

All of the other words in this Plan have the meanings set out in the Macquarie Dictionary (current edition) so that You can easily find out what they mean.

A reference to the singular includes the plural and vice versa, unless the context otherwise requires.

Applying for insurance cover

You must apply to Us for insurance cover and meet Our relevant eligibility criteria before cover will be provided. It is also important You understand how We manage Your personal information which We tell You about in Our 'Privacy' information on pages 11 and 12.

Where We have agreed to issue You with insurance, We will:

- identify the policies You want and matters particular to them (e.g. the property You want to cover, the limits You may want for certain covers, any excesses that may apply and any variations required to the standard terms).

We pay up to the sum insured or other limits specified in relation to the policies and their covers. It is important that You make sure these amounts suit Your needs. If You do not do this some of Your loss might not be insured.

- identify the Period of Insurance during which Your policies will operate.
- inform You what policies We are able to offer You and the total premium You need to pay for Your policies (see 'The cost of Your insurance' on this page).

The above details are recorded in the Certificate of Insurance We issue to You. You need to read it carefully to ensure You are happy with the cover provided and check that the details are correct. You should keep the Certificate of Insurance and the policy documents in a safe place.

The agreement between You and Us

We only provide You with insurance under those policies for which We issue You with a Certificate of Insurance and only for the Period of Insurance shown on the Certificate of Insurance. The insurance provided under any of Our policies is also subject to Our General conditions and General exclusions, together with provisions shown on the Certificate of Insurance issued to You.

Subject to what We tell You on page 8 about excesses, if a provision shown on the Certificate of Insurance is inconsistent with a provision contained in the policy to which it relates then, to the extent of the inconsistency, the provision shown on the Certificate of Insurance prevails.

The cost of Your insurance

We determine the base premium by considering a number of criteria.

When You apply for insurance cover We ask You to provide information about Your personal risk situation relevant to each policy, such as:

- the type of property being insured and its size, construction, use and where it is located; and
- the type(s) and amount(s) of cover You require, excess levels and the period for which You want the cover (where this is optional); and
- Your relevant claims and insurance experience.

Factors that increase the risk to Us generally increase the premium (e.g. higher sums insured or a high claims experience) and those that lower the risk generally reduce the premium (e.g. lower sums insured, higher excesses or a low claims experience). If You have any queries about this You can ask Us when You apply for cover.

If You pay for Your policy by instalments, Your total premium will be higher than if You pay annually.

Your premium, including any discounts You may be eligible for, are subject to minimum and maximum premiums. We consider the minimum and maximum amounts We are prepared to sell the policy for and may adjust Your premium to ensure it does not fall outside that range. Any discounts will be applied to Your policy, only to the extent any minimum premium is not reached. This means that any discount You may be eligible for may be reduced. When We determine Your premium on renewal, We may also limit any increases or decreases in Your premium by considering factors such as Your previous year's premium amount.

Your premium also includes amounts that take into account Our obligation (actual or in some cases estimated) to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and Fire Services Levy) in relation to Your policy(ies). We show the amounts on Your Certificate of Insurance.

Where We are required to pay an estimated amount (e.g. for a Fire Services Levy) based on criteria set by the government, We allocate to the policy Our estimate of the amount We will be required to pay. We may over or under recover in any particular year but We will not adjust Your premium because of this. You can obtain further information on Our website www.wfi.com.au.

You can pay the premium annually or by instalment each month, quarter or half-year in advance. When You apply for insurance We tell You how and when the premium needs to be paid. It is a term of Your policy that You pay the premium to Us by the times required by Us.

The following examples are only a guide as to how an excess or excesses might be calculated in any particular set of circumstances. The amount(s) of the excess(es) in the examples are for ease of calculation. Read the policies and Your Certificate of Insurance for the amount(s) of the excess(es) in Your circumstance.

Example of a one event excess

An event happens that damages an item insured under Your Business property policy and also damages an item insured under Your General property policy. The Certificate of Insurance shows an excess for that event of:

- \$100 on Your Business property policy; and
- \$75 on Your General property policy.

You claim for all damage. You are only required to pay one excess of \$100 because that excess is the highest one of the policies and all of the damage arose out of the one event.

Example of when more than one excess will apply

Under the Motor vehicle policy, You are required to pay more than one excess in the circumstances mentioned in the policy. We refer You to page 52 of this Plan where We tell You more about the different excesses that apply.

The driver of Your comprehensively insured car is 20 years of age and involved in an at fault Accident which causes damage to Your car. The Certificate of Insurance for Your Motor vehicle policy covering the car shows an excess of \$400 and an excess of \$700 for young drivers 19–20 years of age. You are therefore required to pay an excess of \$1,100, being the excess of \$400 plus the excess of \$700 as the person driving, operating or in charge of the car was 19–20 years of age.

Sometimes We introduce or increase an existing excess on renewal of any of the policies. This might be done on an individual person's policies or those covering risks at certain locations or over all locations. We generally do this

because of rising claim numbers and costs and to minimise any increase in premium that would otherwise be required to cover those rising claim numbers and costs.

Excess (Your contribution)

An excess is the amount which You will be required to contribute to any claim on a policy. The amount We must pay under any of the policies is reduced by the amount of the excess. You will only be required to pay an excess if it is mentioned in the policy You have taken out or shown on the Certificate of Insurance.

Where the excess for an event selected or imposed on the Certificate of Insurance is higher than the amount of excess mentioned in the policy for that same event, You will be required to pay that higher excess specified in the Certificate of Insurance.

Except in the case of Our Motor vehicle policy, You will only be required to pay one excess on claims You make under a number of the policies in this Plan that arise out of the one event, being the highest one payable under the policies.

Utmost good faith

The law requires each of Us to act towards the other with utmost good faith (fairly, openly and honestly) in the performance of the policy and in the making and handling of claims under the policy.

Jurisdiction

The policies in this Plan are governed by and will be construed in accordance with the laws of Australia and the parties agree to submit to the jurisdiction of the courts of Australia.

Good and Services Tax (GST)

The amount of premium payable by You for the policies includes an amount on account of the GST on the premium.

All amounts insured by the policies are in accordance with the advice You have given to Us regarding your GST status and the GST status of items to be insured.

We will not be liable to pay any GST, or any fine, penalty or charge that You are liable for arising out of Your misrepresentation of, or failure to disclose, Your proper input tax credit entitlement on the premium relating to the policies.

In respect of Your policies with Us where You are registered for GST purposes, You should calculate Your proposed sums insured with reference to the GST status of each item of property to be insured.

Depending on the GST status of each item of property to be insured, the sums insured may or may not include a GST component. An amount for GST should only be included in the sum insured if the item of property to be insured is not used 100% for business use. All items of property used 100% for business use and for which You are or would be entitled to a full input tax credit should be insured on a GST exclusive basis.

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

How GST affects claim payments

Where We insure Your property

If We arrange to replace, repair or reinstate an item which is the subject of a claim, We will pay the cost to replace, reinstate or repair the item inclusive of GST. However, We will not replace, reinstate or repair an item where the cost (inclusive of GST) to Us to do so will exceed the amount of the relevant sum insured or other limit of insurance cover in the policies that apply to the item.

If We settle Your claim by making a payment to You, or on Your behalf, Your GST status and the GST status of the property which is the subject of the claim, will determine the amount We pay. When You are:

- not registered for GST, the amount We pay is inclusive of any relevant GST component.

The maximum amount We pay is the sum insured or other limit of insurance cover inclusive of any relevant GST component.

- registered for GST and the property which is the subject of the claim is used 100% for business use and is property for which You are or would be entitled to a full input tax credit, the amount We pay is exclusive of any relevant GST component, including, but not limited to, any input tax credit to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition.

The maximum amount We pay is the sum insured or other limit of insurance cover exclusive of any relevant GST component

- registered for GST and the property which is the subject of the claim is used 100% for personal use, the amount We pay is inclusive of any relevant GST component.

The maximum amount We pay is the sum insured or other limit of insurance cover inclusive of any relevant GST component

- registered for GST and the property which is the subject of the claim is used for business and personal use, the amount We pay is inclusive of any relevant GST component with reference to the percentage of personal use and exclusive of any relevant GST component with reference to the percentage of business use of the item that is the subject of the claim.

The maximum amount We pay is the sum insured or other limit of insurance cover inclusive or exclusive of GST as the case may be.

You must advise Us of Your correct entitlement to an input tax credit on Your premium and the correct entitlement to an input tax credit on each item of property to be insured. Should the item of property which is the subject of the claim be used for both personal and business use, any amounts We pay will be determined in accordance with the percentage of personal and business use.

Any GST liability arising from Your incorrect advice is payable by You.

Where We insure Your liability to third parties

We pay up to the limit of indemnity shown on the Certificate of Insurance inclusive of GST.

Terrorism Insurance Act 2003 (Cth)

These policies exclude cover for losses as a result of an Act of Terrorism.

In the event that damage to property occurs and the cause of the damage is declared a terrorist incident by the responsible Minister, then You may be afforded protection within the limits of indemnity of this policy by virtue of the *Terrorism Insurance Act 2003 (Cth)*. The operation of this Act may also serve to reduce the settlement of Your loss to a percentage of the otherwise recoverable loss. In the event that the settlement is reduced then this will be at the direction of the Minister.

A more detailed explanation of the operation of the *Terrorism Insurance Act 2003 (Cth)* can be obtained at www.arpc.gov.au.

Dishonest claims

If You make a dishonest claim, We can refuse to pay it. We may also cancel the policy.

Keep up to date records of insured property

To help Us to process any claim You may have, You should take reasonable steps to keep a record or evidence of ownership, value and detailed description of any insured property in a safe place. We also recommend You keep Your valuations up to date.

This includes contracts of sale, valuations, receipts, credit card and bank statements, instruction manuals or photographs. Failure to take reasonable steps to keep a record or evidence of ownership, value and detailed description of all Livestock and Farm Property may result in a reduction or denial of Your claim.

Changing the terms of any of Your policies

You may ask Us to change a term of any of Your policies. If We agree, We will confirm the change in writing.

Your cooling-off right

If You wish to reconsider Your decision to insure with Us, please contact Us to discuss Your concern. If You decide not to proceed, You may cancel Your policies by notifying Us in writing within 30 days of You receiving the

Certificate of Insurance that You wish to do this. If You do this and You have not made a claim and nothing has happened which would entitle You to make a claim, We will refund the premium You paid to Us.

You still have cancellation rights after this cooling-off period ends and these rights are set out below in 'When You can cancel'.

When You can cancel

You can cancel a policy at any time by writing to Us requesting cancellation. If You cancel, other than under 'Your cooling-off right', We refund the premium less an amount which covers the period for which You were insured, reasonable administrative costs relating to the issue and cancellation of the policy and any government taxes or duties We cannot recover.

If You pay Your premium by instalment, We will deduct any unpaid instalments up to the date of cancellation. We will not deduct any further instalments due after the date of cancellation.

However, if You have made a claim or are entitled to make one under the policy:

- there is no return of premium for any unused portion; and
- We may deduct from any claim payment premium already refunded to You; and
- if the policy is paid by instalments, all the remaining instalments for the Period of Insurance are payable as if the policy had not been cancelled.

We do not refund premium if the Certificate of Insurance specifically says there is no refund of premium.

When We can cancel

We may cancel a policy as allowed by the *Insurance Contracts Act 1984 (Cth)*. We give You a notice in writing.

If We cancel and You paid an annual premium, We will refund the premium less an amount to cover the period for which You were insured.

If We cancel and You pay Your premium by instalments, We will deduct any unpaid instalments up to the date of cancellation. We will not deduct any further instalments due after the date of cancellation.

Instalment policies

Premium payment

You can pay Your premium in monthly, quarterly or half-yearly instalments. You can pay by direct debit from an account or credit card that You nominate.

If Your policy is paid by instalments, You authorise Us to deduct amounts by direct debit from the account or credit card You have nominated to pay instalments. This includes deduction of any unpaid instalments and remaining instalments in the circumstances specified in this PDS. You must ensure that You have the authority to use the nominated account or credit card and it is Your responsibility to ensure that sufficient funds are in the nominated account or credit card to meet each instalment.

Consequences of an unpaid instalment

An unpaid instalment is an instalment that is due but cannot be deducted from Your nominated account or credit card. This may occur where an instalment payment is dishonoured, rejected, not received or otherwise unable to be deducted from Your nominated account or credit card.

You need to pay Your annual premium or any instalments by the due date specified on Your Certificate of Insurance. An instalment is unpaid if it cannot be deducted from Your nominated account or credit card.

If Your instalment is overdue, We will send You a notice outlining the overdue amount and when it needs to be paid. If Your instalment remains unpaid after the time period specified in the notice, We will:

- a. cancel Your policy for non-payment; and
- b. refuse to pay any claim for an incident occurring after the cancellation date.

We will send You a second notice either before cancelling informing You of the effective date of cancellation, or within 14 days after cancellation confirming the effective date of cancellation.

If You need to make a claim when Your Policy is overdue, and before Your Policy has been cancelled for non-payment, We will require You to pay the overdue amount as part of the claim settlement process.

Remaining instalments

If Your insurance ceases as a result of a claim, such as a total loss, then We will deduct from the amount We pay to You for Your claim the total of the remaining instalments for the Period of Insurance as if the policy had continued.

If You cancel Your policy and have made a claim or are entitled to make a claim under the policy, then all the remaining instalments for the Period of Insurance are payable as if the policy had not been cancelled.

If You appoint a broker, then all the remaining instalments for the Period of Insurance are payable as different arrangements apply.

At renewal

Instalments on renewed policies will continue to be deducted at the same frequency and from the same nominated account or credit card. The instalment amount will be different as it will be based on the premium for the renewed policy.

Changing Your payment details

If You want to change Your nominated account or credit card, You must contact Us at least 14 days before Your next instalment is due.

Code of Practice

We proudly support the General Insurance Code of Practice (Code). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to commit Us to high standards of service;
- to promote better, more-informed relations between Us and You;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for resolving complaints You make about Us; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

Our Commitment to You:

We have adopted and support the Code and are committed to complying with it.

Please contact Us if You would like more information about the Code or the Code Governance Committee.

Our Complaints Handling Procedures

To access Our 'Complaints Handling Procedures', simply contact Your local WFI Area Manager, Client Service Team or the Claims Officer handling Your claim.

If You have a complaint, We will do everything possible to resolve the matter on Your initial contact with Us. If a complaint is not resolved, You may access Our 'Complaints Handling Procedures' and Our internal dispute resolution (IDR) process. The complaint will then be considered by a designated

Internal Dispute Resolution Officer of WFI with the appropriate experience, knowledge and authority to deal with it.

Details of Our 'Complaints Handling Procedures' are set out in Our brochure 'Handling Complaints and Dispute Resolution Our Commitment to You' and in Our 'Privacy' brochure. The brochures tell You how to access Our 'Complaints Handling Procedures'. You can contact Us for these brochures or access them online at www.wfi.com.au.

If We are unable to resolve Your complaint through Our 'Complaints Handling Procedures', You may be able to have Your complaint dealt with by the Australian Financial Complaints Authority (AFCA), which is a free, independent and impartial external dispute resolution service. Its contact details are as follows:

Australian Financial Complaints Authority
Online: www.afca.org.au
Email: info@afca.org.au
Freecall: 1800 931 678 (free call)
Mail: Australian Financial Complaints Authority
GPO Box 3, Melbourne
VIC 3001.

If Your complaint is to do with a privacy issue, You may refer it to the Privacy Commissioner through the Office of the Australian Information Commissioner.

Privacy

We are committed to meeting Our privacy obligations to You under the *Privacy Act 1988 (Cth)* ('the Act'). The Act provides for information to be collected, used, disclosed and held in accordance with the Australian Privacy Principles (APPs).

You agree that We may collect, use, disclose and hold Your personal information as set out below.

Collection

We collect information which is reasonably necessary to provide Our services for underwriting and administering Your insurance, claims handling, market and customer satisfaction research and to develop and identify products and services that may interest You. Collection will only take place by lawful and fair means.

We collect information regarding You, other people, any risk to be insured, previous claims or losses, details of previous insurances and insurers, credit status and any matters relevant to the insurance to be provided.

We collect personal information directly or indirectly by telephone, email, facsimile, online, post, external agencies and in person from You or another person or persons.

If We collect information pursuant to a law, regulation, or court order then We will advise You of the law or the court order applicable.

If You fail to provide Us with personal information then this insurance may not meet Your needs.

At the time of collection or as soon as practicable thereafter We will notify You of or make sure You are aware of how to access information about Our identity, contact details, the purposes for which We collect the information, the consequences of not providing the information, how You can access and correct the information, that We will disclose the information overseas and the countries We will so disclose to.

Use and disclosure

We may disclose Your personal information to companies in the WFI related companies, Our agents, overseas service providers, other insurers, mailing houses and document service providers, financial institutions, insurance and claim reference agencies, credit agencies, loss assessors and adjusters, financial or investigative service

providers, internal dispute resolution officers and dispute resolution providers such as the Australian Financial Complaints Authority.

We use and disclose Your personal information for the purposes of providing insurance, administration of the policies, claims handling and dispute resolution.

We may also use or disclose Your personal information for a secondary purpose and You agree that We may so use it.

Indirect collection

When You provide information about other individuals You must make them aware of the disclosure and the use to which their personal information will be put.

We will only collect personal information about an individual from that individual, unless it is unreasonable or impractical to do so.

Overseas recipients

If Your personal information is collected by or supplied to a foreign organisation We will ensure it will be held, used or disclosed only in accordance with the Act.

Marketing

We also collect Your information so that We and Our related companies and business alliance partners can offer You services and products that We believe may be of interest to You. You agree that We may so use Your personal information. However, You can opt out of receiving such communications by contacting Us.

Access and correction

You can seek access to Your personal information by contacting Us. You can require Us to correct the personal information if it is inaccurate, incomplete or out of date. We will respond to any such request within a reasonable time. We will provide You with access within a reasonable time in the manner requested, unless We are entitled to refuse to provide access.

If We decline to provide You with access We will provide You with the reasons for Our refusal and how You may access Our internal dispute resolution (IDR) process.

If We correct information We will inform You. If We refuse to amend information We will provide You with Our reasons for the refusal and details of how to access Our IDR process.

Data quality and security

We will take such steps as are reasonable in the circumstances to ensure the personal information We collect is accurate, up to date, complete and protected from unauthorised access, misuse, modification, interference or loss.

Privacy policy

For further information, read Our brochure 'Privacy', or visit Our website at www.wfi.com.au. Our privacy policy is available free of charge from Our website or You can contact Us for a free copy. We will take such steps as are reasonable to provide a copy of Our privacy policy in a form that You request.

Complaints

If You have a complaint regarding Our management of Your privacy You may access Our 'Complaints Handling Procedures' and internal dispute resolution (IDR) process by contacting Us. Your complaint will be reviewed by Our Privacy Officer who has up to fifteen business days to resolve Your complaint. If the Privacy Officer cannot resolve Your complaint then it will be escalated to a designated IDR Officer who will make a final IDR decision within fifteen business days of the escalation.

We will also inform You of Your right to take this matter to the Office of the Australian Information Commissioner (OAIC) together with contact details and the time limit for applying to the OAIC. In addition if You have not received a response of any kind to Your complaint within 30 days, then You have the right to take the matter to the OAIC.

The OAIC is the statutory body given the responsibility of complaint handling under the Act. The OAIC is independent and will be impartial when dealing with Your complaint. The OAIC will investigate Your complaint, and where necessary, make a determination about Your complaint, provided Your complaint is covered by the Act. You have 12 months from the date You became aware of Your privacy issue to lodge Your complaint with the OAIC.

The contact details of the Oaic are:

Office of the Australian Information
Commissioner

Post: GPO Box 5218, Sydney
NSW 2001

Phone: 1300 363 992

Website: www.oaic.gov.au

Email: enquiries@oaic.gov.au

You also have a right in limited circumstances to have Your privacy complaint determined by the Australian Financial Complaints Authority (AFCA). The AFCA can determine a complaint about privacy where the complaint forms part of a wider dispute between You and Us or when the privacy complaint relates to or arises from the collection of a debt. The AFCA is an independent dispute resolution body approved by the Australian Securities and Investments Commission. We are bound by AFCA's determinations, provided the dispute falls within the AFCA's Terms of Reference. You have two years from the date of Our letter of decision to make an application to the AFCA for a determination. You can access the AFCA dispute resolution service by contacting them at:

Australian Financial Complaints
Authority

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

Post: Australian Financial
Complaints Authority
GPO Box 3, Melbourne
VIC 3001.

General advice warning

Any advice We or Our representatives provide is general advice only and does not take into account Your personal objectives, financial circumstances or needs. Before You decide to acquire any of the policies, You should carefully read this document and consider the appropriateness of the policies having regard to Your objectives, financial situation and needs.

Information about Our Product Disclosure Statement (PDS)

Only the parts of this document relevant to insurance cover provided to You as a 'retail client' as defined under the *Corporations Act 2001 (Cth)* and any other documents We tell You are included, make up Our PDS. Where required and where permitted to by law We may need to update this PDS from time to time. If the update is to correct a misleading or deceptive statement or omission that is materially adverse from the point of view of a reasonable person deciding whether to acquire the cover, We will provide You with a new PDS or a supplementary PDS. You can obtain a paper copy of any updated change without charge by contacting Us.

Other documents may form part of Our PDS. Any such documents will include a statement identifying them as part of this PDS.

Contacting Us

We are happy to help You with any enquiries You have about any policies or the extent of Your insurance cover or to confirm any policy transaction. Please feel free to contact Us at any time.

Financial Claims Scheme

Each of these policies may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) which only applies in the event of an insurer becoming insolvent and the Federal Treasurer declaring that the FCS will apply to that insurer.

Payment of a claim under the FCS is subject to the Scheme's eligibility criteria being met.

Information about the FCS can be obtained from <http://www.fcs.gov.au>.

General conditions

applying to all policies

What You must do when You have a policy

You must:

- keep all insured property in good condition
- comply with relevant legislation and the requirements of government and statutory authorities
- comply with all relevant Australian Standards
- take reasonable care to safeguard Yourself and all insured property
- take reasonable care to avoid harming others or harming property belonging to others
- tell Us as soon as reasonably possible:
 - if there is, or there will be, any material change relating to the insured property (including where it is kept) or the nature of the risk. When We receive a notification of change, We may decide to either communicate to You an adjustment to the premium or terms of the policy or cancel Your policy in accordance with the provisions of the Insurance Contracts Act 1984. If You do not provide such notification before the happening of an event giving rise to a claim under this policy then, subject to the Insurance Contracts Act, 1984, We may refuse to pay a claim, either in whole or in part. The course of action We take when You fail to provide such notification will be considered in each circumstance based on what impact or effect Your failure

caused or contributed to the claim or Our decision to issue Your policy

- if You no longer have an interest in the insured property
- if You take out any other insurance which covers any insured property or liability insured by any of the policies We issue to You
- ensure that any safety system or security device installed to protect insured property is in working order and activated.

What You must and must not do if You make a claim or an event happens that might lead to You making a claim

You must:

- take reasonable steps to limit loss, damage or injury and to prevent further loss, damage or injury resulting from the event
- tell the police as soon as reasonably possible if a criminal act might have caused the loss, damage or injury
- as soon as reasonably possible tell Us about the claim or the event and send Us written details when We require this
- as soon as reasonably possible send Us any correspondence You receive about the claim or the event
- give Us all relevant information and help We may need in handling the claim. We will only request information relevant to handling Your claim and will explain why the information, documents and help is required.

You must not without Our prior consent:

- repair or dispose of any damaged property until We have had the opportunity to inspect it where it is safe and reasonable to do so
- admit liability for the event, loss, damage or injury
- negotiate, pay or settle a claim by or against anyone else for the loss, damage or injury.

What can affect Your entitlements

We may decline or reduce the amount of any claim under this policy for loss, damage or liability, or refuse to indemnify You, if You enter into, or have entered (even before this contract of insurance) into an agreement, release or undertaking which excludes or limits Our right to recover damages or a contribution from any third party who would otherwise be liable to compensate You with respect to such loss, damage or liability unless such agreement, release, or undertaking has been allowed in this policy or by specific mention in Your Certificate of Insurance.

If You do not do what You are obliged to do under Your policy and such failure to comply with Your policy contributes to the loss, damage or liability, We may refuse to pay a claim or any part of it. The course of action We take when You fail to comply will be considered in each circumstance based on what impact or effect Your failure caused or contributed to the claim or Our decision to issue Your Policy.

What We may do

If an event happens that causes loss, damage or injury, We may:

- take over and conduct in Your name the defence or settlement of any claim against You. We have sole discretion in how the defence is conducted or a claim is settled
- represent You at an inquest or official enquiry.

If We have paid or agreed to pay a claim, We have the right to proceed in Your name against any Person responsible for the loss, damage or injury. We take this action at Our expense. You must not do anything which limits Our right to do so.

General exclusions

applying to all policies

What is not insured by any of the policies in this Plan

The policies do not insure You for the following types of loss. Please read each of Your policies as they do not cover other losses as well.

None of the policies in this Plan insure against:

1 asbestos

- any liability for Personal Injury, Damage to Property or loss of income directly or indirectly caused by or arising out of or in connection with asbestos.

2 consequential loss

- consequential loss of any kind or description whatsoever. This means We will not pay for direct or indirect financial or economic loss, for example loss of use or enjoyment, loss of profits or depreciation.

This exclusion does not apply to:

- the Business legal liability policy and the Personal accident and illness policy in this Plan; and
- the Business interruption policy (a policy which only covers consequential loss) in this Plan; and
- Section 2 (the insurance for legal liability) of the Motor vehicle and Pleasure boat policies in this Plan; and
- the extent that an additional or optional benefit in a policy in this Plan expressly extends to cover consequential loss.

3 deliberate acts

- any Personal Injury or Damage to Property deliberately or wilfully caused by You, by anyone acting with Your express or implied consent, or by anyone entitled to benefit under a policy in this Plan.

4 electronic data, cyber, e-commerce

- any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with:
 - the total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of, Computer Equipment; or
 - an error in creating, amending, entering, directing, deleting or using Computer Equipment; or
 - the total or partial inability or failure to receive, send, access or use Computer Equipment for any time or at all.

5 punitive, exemplary or aggravated damages, fines or civil penalties

- any punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages awarded against You or Your Family or any fines or civil penalties imposed on You or Your Family.

6 radioactive contamination

- any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with:
 - a nuclear reactor or power station; or

- radioactive contamination; or
- nuclear reaction, radiation or fission; or
- the production, processing, handling, storage, transport, disposal or use of nuclear fuel, energy, material or waste or of any buildings, plant or equipment relating to it.

7 terrorism

- any Personal Injury, Damage to Property, loss of income, costs or liability directly or indirectly caused by or arising out of or in connection with:
 - an Act of Terrorism; or
 - action taken to control, prevent or suppress, or attempt to control, prevent or suppress, an Act of Terrorism.

8 war

- any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with:
 - war, invasion, acts of a foreign enemy, hostilities or war-like operations (whether war is declared or not); or
 - civil war, rebellion, mutiny, civil disturbance or commotion assuming the proportions of or amounting to an uprising, military rising, military or usurped power, insurrection, rebellion or revolution; or
 - nationalisation, confiscation, damage, destruction or requisition of property by or under the order of a government or statutory authority.

General definitions

applying to words We use in this Plan

WORDS OR TERM	DEFINITION
Accident	means a sudden, unexpected and unintended event which: <ul style="list-style-type: none"> • You did not intend or expect; and • a reasonable person in Your position and with Your knowledge and experience would not have expected. 'Accidental' and 'Accidentally' have corresponding meanings.
Act of Terrorism	means an act, including but not limited to the use or threat of force or violence 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), which from its nature or context is committed for, or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
Australian Standards	means standards published by Standards Australia Limited.
Automatic Teller Machine or ATM	means a burglar resistant unit designed for the safe storage and disbursement of bank notes which resists fire and attack by hand-held or power operated tools.
Business	means the 'Business' shown on the Certificate of Insurance.
Business Premises	means the location of the Business shown on the Certificate of Insurance.
Catastrophe	means a large scale, destructive event, in the area that the Business Premises is located, and which either: <ul style="list-style-type: none"> • the Insurance Council of Australia has declared to be an 'insurance catastrophe event'; or • as a consequence of which, the relevant government authority has declared a state of emergency.
Certificate of Insurance	means the most recent Certificate of Insurance We gave You which contains the specific insurance details for You.
Computer Equipment	means data or part of data, computer hardware, operating system, computer network, equipment, web sites, servers, extranet, intranet, software or applications software, computer chip including microprocessor chip or coded instructions, as well as any new technology, product or service replacing existing computer equipment.
Damage to Property	means physical loss of or physical damage to property.
Employee	means a person employed by You under a contract of service.
Flood	means the covering of normally dry land by water that has escaped or been released from the normal confines of: <ul style="list-style-type: none"> • any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or • any reservoir, canal, or dam.

WORDS OR TERM	DEFINITION
Occurrence	means an event including continuous or repeated exposure to substantially the same general conditions which: <ul style="list-style-type: none"> • You did not intend or expect; and • a reasonable person in Your position and with Your knowledge and experience would not have expected.
Period of Insurance	means the period shown as the 'Period of Insurance' on Your Certificate of Insurance.
Person	means a natural person, firm, company, partnership incorporated association, incorporated body or statutory body.
Personal Injury	means bodily injury (including death or illness), disability, shock, mental anguish, mental injury or loss of consortium.
Plan	means this Office Plan.
Safe or Strongroom	means a burglar resistant structure constructed of masonry or steel which has been designed to resist fire and attack by hand held or power operated tools and has been specifically designed for the storage of cash, negotiable instruments and valuables. A Safe is not any of the following: <ul style="list-style-type: none"> • a cash tray • a locked drawer in a filing cabinet or desk.
Storm	means violent wind or thunderstorm (including a tornado or cyclone), hail, rain or snow.
Storm Surge	means an abnormal rise in the level of the sea along a coast caused by the winds of a severe cyclone typically at least 30kms across and 2–5 metres above the average sea level.
Transit	means being transported in or on a vehicle from one place to another and includes loading and unloading of the vehicle.
We, Us, Our and WFI	means Insurance Australia Limited trading as WFI.
You	<ul style="list-style-type: none"> • means the Person or entity shown on the Certificate of Insurance as the Insured. If two or more Persons or entities are shown, You means each of them jointly and separately, subject to Our total liability not exceeding the sums insured or limits of liability described in the policies We issue to You. Each of the Insured is responsible for the completeness and accuracy of information in any application for insurance and in any form, document, statement or claim supplied to Us or Our agents or employees by any one of them. Each one is also obliged to comply with the terms of any policy taken out by them; and • for the purposes of the Business legal liability policy only, extends to include every principal in respect of the principal's liability arising out of: <ul style="list-style-type: none"> – the performance by or on behalf of the Insured of any contract or agreement for the performance of work for such principal, but only to the extent required by such contract or agreement and in any event only for such coverage and limits of liability as are provided by the Business legal liability policy – any products sold or supplied by the Insured, but only in respect of the Insured's own acts or omissions in connection with such products and in any event only for such coverage and limits of liability as are provided by the Business legal liability policy; and • for the purpose of the Business legal liability policy only, extends to include a member of an incorporated association, but only if the incorporated association is shown on the Certificate of Insurance as the Insured and in any event only for such coverage and limits of liability as are provided by the Business legal liability policy. <p>'Your' and 'Yourself' have corresponding meanings.</p>
Your Family	means Your: <ul style="list-style-type: none"> • spouse or de facto who lives solely with You; and • unmarried children who live with You; and • parents and the parents of Your spouse or de facto who live solely with You; and • student children boarding at school, college or university.

Business property policy

This policy insures Your business property.

You only have this policy if the risk shown on the Certificate of Insurance is 'Business property'.

The General conditions on pages 13 and 14 and the General exclusions on page 15 apply to this policy.

The General definitions on pages 16 and 17 apply to words used in this policy.

What You are insured against	19	Catastrophe escalation cost	23
What is not insured	19	Scratching of glass	23
What We pay if Property is damaged or stolen	20	Tax audit	23
Limits on what We pay	21	Optional benefit	
Additional benefits		Book debts	24
Costs	21	Special conditions	
Customers' Property	22	Reinstatement of sum insured	24
Employees', directors' or partners' business tools, equipment and personal effects	22	Unoccupied Business Premises	24
Escape of liquid	22	Special definitions of words used in this policy	25
Landscaping	22		
Replacement keys and locks	22		
Alterations or additions	22		
Compensation for reduced floor space	22		
Costs connected with rebuilding	23		
Temporary removal	23		

This policy does not insure You against Property being lost or misplaced.

What You are insured against

This policy insures You against:

- Accidental damage to Property at; and
- burglary or theft of Property from, the Business Premises occurring during the Period of Insurance.

For damage directly caused by earthquake, subterranean fire or volcanic eruption You will be required to pay an excess for all claims arising during any one 72 hour period of:

- \$20,000; or
- 1% of the total sum insured for Property shown on the Certificate of Insurance affected by the earthquake, subterranean fire or volcanic eruption,

whichever is less.

You are also insured against loss or destruction of Money if the loss or destruction:

- is discovered within 7 days of it occurring; and
- occurs during the Period of Insurance whilst the Money is:
 - on the Business Premises
 - contained in a securely locked ATM or Safe or Strongroom permanently located at a bank
 - in Your custody or that of an authorised person at Your home or at the home of an authorised person
 - at a location where You intended to pay Your Employees with the Money
 - in Your possession or that of an authorised person whilst on a journey between any of the above locations but not during:
 - * a substantial deviation from the most direct route between the location at which the journey began and the location at which the journey was intended to end; or
 - * an interruption of more than one hour in the journey; or

- * a period that the Money is left in an unattended vehicle.

You are not insured for loss or destruction of Money if it is in the physical or legal possession, custody or control of a professional or common carrier.

What is not insured

This policy does not insure You against:

1 damage directly caused by:

- lightning unless the evidence of damage by lightning can be clearly seen
 - sea or tidal wave (even if caused by an earthquake)
 - Storm Surge or tsunamis
 - wind, rain, hail, snow or liquid penetrating a building or structure through an opening made for the purpose of an addition, alteration, renovation or repairs to Property:
 - when in a building or structure that is not enclosed and under roof with all outside doors and windows permanently in place
 - in the open air unless the Property damaged is normally kept in the open air in businesses similar to the Business or it is impractical for You to keep the Property at the Business Premises inside a building
 - earth movement no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslide, mudslide, collapse, shrinkage, settling, expansion or heaving, unless the loss or damage is directly caused by:
 - a) earthquake; or
 - b) water overflowing, leaking or bursting from a fixed pipe or fixed system and that loss or damage occurs within 72 hours of such overflowing, leaking or bursting.
- In respect of (b) above We only pay up to \$10,000 for any one claim.
- a falling tree or branch as a result of the lopping or felling of a tree unless by a professional tree lopper
 - vandalism by a person lawfully occupying all or part of the Business Premises.

2 damage directly or indirectly caused by or arising out of:

- Flood
- steam or condensation
- a structural fault, faulty design or faulty workmanship or materials
- a fault known to You at the time of the damage or to any person whose knowledge in law would be deemed to be Your knowledge
- incorrect siting of a building or structure
- lack of maintenance
- tree roots
- moths, insects or vermin
- loss of weight or protein
- a change in taste, flavour, odour, colour, texture or finish
- contamination or evaporation or pollution
- smut, soot or smoke from an industrial operation
- dampness of atmosphere
- sudden variation in atmospheric conditions
- a latent fault or the inherently harmful nature of a product
- a manufacturing process
- adjusting, testing, servicing operations, intentional overloading or an experiment of any kind
- faulty design, formula, specification, plan or pattern
- wear, tear, fading, rust, corrosion, oxidation, gradual deterioration, exposure to light or darkness
- cracking, scratching, splitting or tearing
- fraud
- data corruption.

3 loss or damage directly or indirectly caused by or arising out of or in connection with germs, disease, virus, bacteria or other contagion.

4 damage to:

- or loss or damage directly or indirectly caused by, or arising out of a building undergoing erection, construction, alteration or addition (including the partial dismantlement of existing structures), where the total contract value (inclusive of labour, materials, all taxes including GST specified in the contract and any

variations to the contract) for all work to be carried out at any one location exceeds \$100,000.

If You are altering or adding to a building, You may want to insure the building materials before they become a part of a building because this policy does not otherwise insure them.

- goods maintained in a temperature controlled environment where the loss or damage is directly caused by mechanical, electrical, hydraulic or electronic breakdown of temperature controlling equipment, unless the breakdown occurred to an item less than 1.8kw (2.5hp) in which case we will pay up to a maximum of \$5,000
- sporting or recreational equipment whilst being used
- an appliance or device (including wiring) caused by an artificially generated electric current
- or breakage of:
 - glass or a mirror during transit, installation, repair or removal
 - glass forming part of Stock
 - glass in a light fitting or electric or electronic equipment
 - a television screen or visual display unit
 - glass forming part of a glasshouse or conservatory unless directly caused by Storm
 - glass in a clock, picture, radio or television
 - glass if the break does not extend through the entire thickness of the glass
 - an article of a brittle nature which is ordinarily carried by hand or designed for use in the handling of food or liquid:
 - * whilst being carried by hand; or
 - * during use
- or by hazardous goods stored at the Business Premises and not normally used or supplied by the Business
- or loss of electronic data processing media and information, software or computer applications.

5 damage that is:

- cracking (other than cracking of bath tubs, shower recesses, wash basins, sinks, toilet bowls

and cisterns), chipping, splitting, tearing, staining, scratching or denting unless directly caused by fire, lightning, earthquake, Storm, explosion, burglary, theft, vandalism or impact by a vehicle or aircraft

- mechanical, electrical, hydraulic or electronic breakdown, failure, malfunction or derangement of any machine or electrical or electronic device, if it exceeds 1.8kw (2.5hp)

Machinery breakdown and electronic equipment insurance are available under other policies in this Office Plan.

- mildew, or damage directly or indirectly caused by or arising out of mildew
- mould or wet or dry rot, or damage directly or indirectly caused by or arising out of mould or wet or dry rot, unless arising from an event covered under this policy
- or is directly caused by, the explosion or implosion of a boiler, economiser or vessel under pressure (or its contents).

Economisers are devices that preheat air or fuel to take pressure off heating elements or help save on fuel.

- recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement
- recoverable under any additional benefit provided by this policy.

6 demolition or removal of Property:

ordered by a government or statutory authority as a result of Your failure or the failure of Your agents to comply with any lawful requirement.

7 theft:

- by an Employee:
 - if it occurred after You discovered an earlier theft by that Employee
 - that You discover more than six months after it occurred
 - if the Employee has been successfully prosecuted for the theft, or You have provided Us with evidence that proves that the Employee committed the theft
- of Property or Money by someone other than an Employee if the theft occurs at a time when the Business Premises are:

- unattended by You or Your Employees; and
- left unlocked, unless there is physical damage to the Business Premises at a point of break in or break out and the evidence of that damage can be clearly seen.
- of Property kept in the open air, unless the Property:
 - was securely attached to a building at the Business Premises at the time of the theft; and
 - is of the same or similar type normally kept in the open air in businesses similar to the Business or it is impractical for You to keep the Property at the Business Premises inside a building.

8 unexplained shortages:

or loss resulting from a clerical or accounting error or error in receiving or paying out.

9 book debts:

except to the extent that You have insured them as provided in the optional benefit 'Book debts' in this policy.

What We pay if Property is damaged or stolen

Property (other than Stock)

There are two methods of calculating the amount payable for a claim. These methods are 'Indemnity' and 'Replacement'. The method of claim payment calculation that You are covered for is shown on the Certificate of Insurance for the Property insured under this policy.

Indemnity

This is what We will pay if 'Indemnity' is shown on the Certificate of Insurance for Property (other than Stock).

If Property (other than Stock) is damaged and 'Indemnity' is shown on the Certificate of Insurance, We will replace, reinstate or repair the part of the Property that is damaged as far as possible to the condition it was in immediately before it was damaged, using materials that are readily available in Australia. Or, at Our option, We will pay You the reasonable cost to do so. Our choice will have regard to the circumstances

of Your claim and consider any preference You may have.

If a building or structure insured under this policy is destroyed or stolen, We will pay the cost to erect a new building or structure to the same design and specification as the destroyed or stolen building or structure.

If Property (other than Stock, a building or a structure) is destroyed or stolen, We will pay what it would cost to replace it at the time it was destroyed or stolen.

We will deduct a reasonable amount for age, wear, tear and depreciation of the building, structure or item whether the building, structure or item of insured Property is destroyed or stolen.

Replacement

This is what We will pay if 'Replacement' is shown on the Certificate of Insurance for Property (other than Stock).

If Property (other than Stock) is damaged and 'Replacement' is shown on the Certificate of Insurance, We will replace, reinstate or repair the part of the building, structure or item of Property that is damaged as far as possible to its original condition, using materials that are readily available in Australia. Or, at Our option, We will pay You the reasonable cost to do so. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

If a building or structure insured under this policy is destroyed or stolen We will pay the cost to erect a new building or structure to the same design and specification as the destroyed or stolen building or structure.

If Property (other than Stock, a building or structure) is destroyed or stolen We will pay to replace it as new at the time it was destroyed or stolen.

Stock

If an item of Stock is destroyed or stolen, We pay the wholesale cost to replace the Stock at the time it was destroyed or stolen.

If an item of Stock is damaged, We replace, reinstate or repair the part of the Stock that is damaged as far as possible to the condition it was in immediately before it was damaged, using materials that are readily available in Australia. Or, at Our option, We pay You the reasonable

cost to do so. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

All Property

You are only insured for reinstatement, replacement or repair of a wall, ceiling or fixed floor covering which is damaged in the rooms where the damage occurred.

Limits on what We pay

Limits on what We pay

For:

- Damage to Property, We pay up to the sum insured shown on the Certificate of Insurance for 'Property'
- burglary or theft of Property (but not theft by an Employee), We pay up to the sum insured shown on the Certificate of Insurance for 'Burglary or theft'
- theft of Property or Money by an Employee, We pay up to the sum insured shown on the Certificate of Insurance for 'Employee theft'
- loss or destruction of Money (but not theft by an Employee), We pay up to the sum insured shown on the Certificate of Insurance for 'Money'.

Sub-limit on what We pay for an antique, heirloom, picture, painting, tapestry, work of art, curio, medal, trophy, coin or collection

If an antique, heirloom, picture, painting, tapestry, work of art, curio, medal, trophy, coin or collection which is damaged, destroyed or stolen falls within the description contained in one of the first three bullet points under the sub-heading above 'Limits on what We pay', We pay up to \$20,000 for the value of any one item at the time it is damaged, destroyed or stolen up to an aggregate of \$20,000 for all claims arising out of the one event.

Where You make a claim in relation to an item which forms part of a pair, collection, or set:

- We will pay the value of that one item, and We will not pay more than the value of that lost, destroyed, or damaged item as a proportion of the combined pair, collection or set; however
- If the entire pair, suite, or set is completely inoperable because

of the loss or damage to a single item which cannot be replaced (or a single replacement item does not complete the pair, collection, or set to make it operational – for example hearing aids) We will either pay You the cost to replace the entire pair, collection, or set or replace the entire pair, collection, or set.

This sub-limit is included in the sum insured described in the relevant bullet point.

Aggregate limit on what We pay

We only pay up to the sum insured shown on the Certificate of Insurance for 'Property' for all claims arising out of the one event.

Additional benefits

The following additional benefits are in addition to the sum insured shown for 'Property' on the Certificate of Insurance.

Costs

If We have paid or agreed to pay a claim for damage to Property We pay up to the greater of \$25,000 or the amount shown on the Certificate of Insurance, for each of the below towards the following costs You reasonably incur as a consequence of that damage for all claims arising out of the one event:

- demolition, clearing debris and any necessary temporary repairs at or adjoining the Business Premises
- architects', surveyors', government and legal fees
- extinguishing fires at or adjoining the Business Premises, including Your Employees' wages and the cost to replenish Your fire fighting equipment
- the restoration of Business records and books of account, including documents in temporary storage or in bulk storage
- temporary shuttering, boarding up or other protection necessary to safeguard the Business Premises
- repairing or replacing tinting, alarm tape, alarm wiring, window frames, show case frames, signwriting, ornamentation, sandblasting or embossing
- replacement of deeds and documents, including the discharge of any mortgage on the Property.

It is important that You keep and maintain proper Business records.

It is also important that the sum insured You select for these costs is adequate for each of them because this insurance is not included in the policy or the sum insured You take for 'Property'.

Customers' property

This policy is extended to insure customers' property (but not cash or cheques) in Your physical or legal possession, custody or control for the purpose of repair, service, maintenance or storage in connection with the Business.

You are only entitled to this benefit if:

- You are not legally liable to the customer for the loss or damage to the customers' property; and
- the customer's property is Accidentally damaged or stolen during the Period of Insurance at the Business Premises, at the customer's premises or at a place in Australia where You have temporarily stored the customer's property; and
- We would have paid the claim under this policy if the property had belonged to You.

We pay up to the lesser of \$5,000 or the amount We would have paid if the property had belonged to You, for all claims arising out of the one event.

Employees', directors' or partners' business tools and equipment and personal effects

We pay up to \$5,000 to repair or replace the business tools, equipment and personal effects of an Employee, director or partner of the Business Accidentally damaged at or stolen from the Business Premises during the Period of Insurance.

We pay a claim for this benefit only if We would have paid the claim if the items damaged or stolen had belonged to You.

Escape of liquid

If liquid overflows, leaks or bursts from a fixed system at the Business Premises during the Period of Insurance and damages, or is likely to damage insured Property, We pay for the reasonable:

- cost You incur to investigate the cause of damage or likely damage

- expenses You incur to have a fire brigade attend for the purpose of shutting off the water supply following Accidental discharge of water from an automatic sprinkler or drencher system or the cost to remove such water or the cleaning operations incidental thereto.

We pay up to \$25,000 for this benefit.

We do not pay:

- to repair or replace any faulty part identified during the investigation (but We pay the cost to repair any damage directly caused by the investigation)
- the cost to clean up any pollutant material which has gone beyond the boundaries of the Business Premises or which has entered the public drainage system or any creek or waterway.

Landscaping

We pay up to \$10,000 for damage directly caused by fire, lightning, explosion, earthquake, subterranean fire or volcanic eruption, burglars or thieves, riot or civil commotion, vandalism or impact to landscaping (including trees, shrubs, plants, turf, grass and lawn) occurring at the Business Premises during the Period of Insurance.

This benefit is otherwise subject to the terms of this policy.

Replacement keys and locks

If We have paid or agreed to pay a claim for burglary or theft under this policy and keys were stolen or an alarm system breached during that burglary or theft, We pay to replace the keys, and the locks they fit with keys and locks of a similar make and model and to recode alarms.

We pay up to \$5,000 for this benefit.

The following additional benefits are included in the sum insured shown for 'Property' on the Certificate of Insurance.

Alterations or additions

While You are altering or adding to an insured building or structure, this policy insures You against damage to the alteration or addition but only if:

- the contract value (inclusive of labour, materials, all taxes including GST specified in the contract and any variations to the contract) for the alteration or addition is \$100,000 or less; and

- when the damage occurs, the work on the alteration or addition has been in progress for less than three months; and
- the damage is directly caused by:
 - violent wind (but not by rain, hail or snow accompanying the violent wind)
 - fire, explosion, lightning, earthquake, riot, civil commotion or impact by vehicles, aircraft or aerial devices,occurring during the Period of Insurance.

All other cover and benefits apply to the alterations or additions when they are finished.

This benefit is otherwise subject to the terms of this policy.

If You are having alterations or additions undertaken, You may want to insure the building materials because this policy does not insure them until they become a part of the structure of the building or structure.

Once You have finished the alterations or additions, We suggest You review the amount of insurance You have. It may no longer be sufficient.

Compensation for reduced floor space

If We have paid or agreed to pay a claim to replace or reinstate a building or structure and a government or statutory authority prevents You from fully replacing or reinstating the building or structure and this results in the reduction of the floor space of the building or structure then, in addition to any amount payable to replace or reinstate the building or structure, We pay You the difference between:

- the actual reasonable costs You incur to replace or reinstate with reduced floor space; and
- the estimated reasonable cost to fully replace or reinstate the building or structure at the time it was damaged.

We pay up to \$100,000 for this benefit.

Costs connected with rebuilding

If We have paid or agreed to pay a claim to replace or reinstate a building or structure, We also pay for any extra costs to comply with the requirements of a public authority but not the costs for any work You were required to do before the damage happened.

We only pay this cost if:

- We have approved it before You incur it; and
- You carry out the work to replace or reinstate within a reasonable time.

Temporary removal

This policy extends to insure You against Accidental damage to or theft of Property during the Period of Insurance:

- temporarily stored at any other premises in Australia; or
- in Transit between the Business Premises and any other premises in Australia at which the Property is intended to be or was temporarily stored.

You are not insured under this benefit if at the time:

- of the damage or theft, You intended to sell the Property at or from the other premises; or
- the Property left the Business Premises, You had sold or agreed to sell it; or
- the Property is being stored in the open air; or
- of the theft, the theft was from a vehicle and was not a direct result of forcible or violent entry of the vehicle.

We pay up to the lesser of:

- 30% of the sum insured shown on the Certificate of Insurance for 'Property'; or
- what We would have paid if the damage to or theft of the Property had occurred at the Business Premises.

This benefit is included in the sum insured shown on the Certificate of Insurance for 'Property'.

You can request insurance cover which includes Accidental loss by specifying particular items of Property under Our General property policy in this Plan.

Catastrophe escalation cost

If We have paid or agreed to pay a claim under this policy for Damage to Property that is a consequence of a Catastrophe, We will pay up to an additional 20% of the sum insured shown on the Certificate of Insurance for Property which relates to a building or structure towards the additional costs incurred in rebuilding or reinstating the building or structure

that can be directly attributed to increases in the price of services and materials as a consequence of that Catastrophe.

We only pay under this additional benefit if:

- the damaged building or structure is rebuilt at the Business Premises; and
- the Certificate of Insurance shows the Property is insured for 'Replacement'.

Scratching of glass

We pay to repair or replace external glass insured under this policy which is maliciously damaged by an act of vandalism during the Period of Insurance.

We will pay up to \$7,500 for this additional benefit for all scratching of glass during the Period of Insurance.

Tax audit

This policy extends to insure You for the reasonable and necessary audit costs You incur as a consequence of a notification received during the Period of Insurance of an audit or investigation by a federal or state Commissioner of Taxation 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 \$5,000 or the amount shown on the Certificate of Insurance for this additional benefit (whichever is greater).

We shall not be liable under this additional benefit:

- for the imposition of any tax, fines, penalties, court costs, penalty tax or interest; or
- for costs incurred after completion of the audit or investigation; or
- where any proceedings were initiated, threatened or started prior to the commencement of the Period of Insurance; or
- for costs arising out of Your unjustified refusal or failure to comply with any lawful request made by a state or federal Commissioner of Taxation or his or her agents or employees for the production of documents or the supply of information; or

- for costs arising out of audits or investigations under customs legislation; or
- for costs arising out of 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; or
- arising out of any fraud or fraudulent act or omission committed by You or on Your behalf or by Your agent or Employee; or
- for costs arising out of 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 a state or federal Commissioner of Taxation and You or Your agent failed to notify the Commissioner of Taxation without delay on becoming so aware of the error or deficiency.

This additional benefit is subject to the following 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 a Commissioner of Taxation; and
- You must make full and complete disclosure of all assessable income (including capital gains), as required by any relevant legislation; and
- in the event of a claim arising:
 - You must keep Us fully informed of all material developments in relation to the claim and in relation to any audit; and
 - You must take all necessary and reasonable steps to minimise any delays and the amount of any costs incurred or likely to be incurred in connection with any audit; and
 - We or Our duly appointed agent may make Our own investigation into any matter which is or may be the subject of a claim; and

- You must use reasonable endeavours to ensure that Your accountants, registered tax agent and solicitor cooperate with Us and where necessary, assist Us in relation to any claim and assist Us with any matter We wish to pursue with the Commissioner of Taxation which is or may be the subject of a claim.

We pay up to \$5,000 for the costs You incur arising out of any one audit or investigation and for the costs arising out of all audits and investigations during the Period of Insurance.

Optional benefit

Book debts

If a sum insured is shown on the Certificate of Insurance for 'Book debts', this policy is extended to insure You for an account receivable for goods or a service You provide in connection with the Business.

We pay a claim only if the records You require to collect or substantiate the account receivable have been damaged beyond use by an event for which We have paid or agreed to pay a claim under this policy.

We pay an amount based on the trend of accounts receivable in the 12 month period immediately before the damage or theft (or any lesser period if the Business has not been operating for 12 months).

We do not pay for:

- an account receivable which We consider You could collect easily or with reasonable effort
- a bad debt provision
- an account receivable which is the subject of a recovery action at the time of the damage or theft
- collection fees
- recovery costs.

We pay up to the sum insured shown on the Certificate of Insurance for 'Book debts' for all claims arising out of the one event.

Flood cover

If 'Flood Insured' is shown on the Certificate of Insurance as an Optional benefit under the Business property policy, Your Business property policy insures You against damage to Property at the Business Premises caused directly by Flood occurring during the Period of Insurance.

An excess of \$1,000 applies to all claims arising during any one 72-hour period for damage caused by Flood.

The exclusion for Flood in the section 'What is not insured' does not apply to claims under this Optional benefit.

Limited Flood cover

If 'Flood' is shown with a sum insured on the Certificate of Insurance as an Optional benefit under the Business property policy, Your Business property policy insures You against damage to Property at the Business Premises caused directly by Flood occurring during the Period of Insurance.

The maximum We will pay under this Optional benefit for any one event is limited to the sum insured shown on the Certificate of Insurance for 'Flood'.

An excess of \$1,000 applies to all claims arising during any one 72-hour period for damage caused by Flood.

The exclusion for Flood in the section 'What is not insured' does not apply to claims under this Optional benefit.

Special conditions

Reinstatement of sum insured

If a sum insured is shown for an item on the Certificate of Insurance and We pay:

- less than the sum insured for a claim for that item, We reinstate the sum insured unless We told You when the claim was settled that the sum insured would only be reinstated if You paid the additional premium and accepted any additional conditions We required
- the amount of the sum insured for a claim for that item, the sum insured is not reinstated.

If We pay the sum insured for an item, We suggest You contact Us to discuss insuring the replacement item.

Unoccupied Business Premises

This policy does not provide any insurance if at the time the loss or damage occurs, the Business Premises are unoccupied and have been so unoccupied for at least 90 consecutive days before the loss or damage unless:

- You tell Us before the 90 days begin and We agree to continue to insure You under this policy; and
- You ensure that all gates, doors and windows are left securely locked.

Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan':

Employee means a person who works for You in the Business, but does not include:

- an insured; or
- a director, partner or sole proprietor of the Business, a trustee of a trust that owns the Business or a broker, factor, commission agent, consignee, contractor, investment banker or other agent or representative of the Business.

Money:

- means current coin, bank notes, currency notes, cheques, credit cards, sales vouchers, securities, postal orders, money orders, negotiable and non-negotiable securities and other like documents of value, phone cards and/or stored value cards, unused postage and revenue stamps, public transport tickets, private transport tickets (excluding airline tickets), bridge or highway tokens, car wash tokens, lottery tickets, authorised gift vouchers, discount vouchers from external parties, contents of franking machines; and
- includes cash boxes, alarm bags, or any other portable container used to convey money all belonging to You or for which You are legally responsible or have assumed

a responsibility to insure, but not if in the possession of or carried by professional money carriers, professional carriers or common carrier.

Property means real and personal property at the Business Premises which:

- You own or for which You are legally liable; and
- is used in connection with the Business.

Property does not include:

- natural resources
- a living creature
- tobacco or a tobacco product
- Money
- jewellery, furs, bullion, precious or semi-precious metals or stones
- a vehicle, train or rolling stock, an aircraft, a boat, a jet ski, or a spare part or accessory in or on it
- an item of property specifically insured under Our General property policy in this Plan
- Property for which You are not legally liable except as described under the additional benefit 'Customers' property' on page 22
- trees, plants, shrubs, turf, lawn, grass, vines, crops or landscaping except as described under the additional benefit 'Landscaping' on page 22.

Stock means stock in trade and merchandise (including raw and packaging materials) of the Business which You own or for which You are legally liable.

Business interruption policy

This policy insures You against a loss of Gross Profit as a consequence of interruption to Your Business.

We calculate Your loss of Gross Profit in accordance with the formulae shown in the policy.

You only have this policy if the risk 'Business interruption' is shown on the Certificate of Insurance.

The General conditions on pages 13 and 14 and the General exclusions on page 15 apply to this policy. The General definitions on pages 16 and 17 apply to words used in this policy.

What You are insured against	27
What is not insured	27
What We pay	27
Additional benefits We pay for a first or second formula payment	
Commercial complexes	28
Public utilities extension	28
Prevention of access to the Business Premises	28
Storage sites	28
Suppliers' and customers' premises	28
Optional benefit	
Accountant fees	28
Special condition	
Keeping records	28
Special definitions of words used in this policy	28

What You are insured against

This policy insures You against loss of Gross Profit due to a reduction in Turnover as a consequence of interruption to the Business that commences during the Period of Insurance as a result of damage to or theft of property:

- used by the Business at the Business Premises; and
- occurring during the Period of Insurance.

You are only insured under this policy if:

- We have paid or agreed to pay a claim for the damage to or theft of the property under Our Business property policy in this Plan; or
- We would have agreed to pay a claim for the damage to or theft of the property had that property been insured under Our Business property policy in this Plan.

What is not insured

This policy does not insure You against any loss or that part of any loss which occurs:

1 after:

- the elapse of the number of months shown on the Certificate of Insurance as the 'Indemnity period', calculated from the date on which the damage to or theft of property occurred
- You formally decide to close or discontinue the Business, or that part of the Business directly affected by the damage to or theft of property
- a receiver or liquidator is appointed to carry on the Business
- the Business is commenced to be wound up.

2 as a result of breach of contract.

What We pay

When We pay in accordance with the first formula

We pay in accordance with the first formula in the column to the right if:

- the interruption totally or substantially prevents You from operating the Business for at least one day but no more than three months; and

- within 21 days of the date on which the interruption first totally or substantially prevents You from operating the Business, You notify Us in writing that You elect to be paid in accordance with the first formula.

First formula

$$\frac{A \times C}{B}$$

Where:

- A is the period (in months or parts of a month) the Business is totally or substantially interrupted, not exceeding three months
- B is the number of months shown on the Certificate of Insurance as the 'Indemnity period'
- C is the sum insured shown on the Certificate of Insurance for 'Loss of Gross Profit'

e.g. the Business is totally or substantially interrupted for 2.5 months. 6 months is shown on the Certificate of Insurance as the 'Indemnity period' and \$120,000 as the sum insured.

Therefore A=2.5, B=6 and C=\$120,000

$$\frac{2.5 \times \$120,000}{6} = \$50,000$$

When We pay in accordance with the second formula

We pay in accordance with the second formula in the column to the right if:

- the first formula does not apply
- the first formula applies but You do not elect to be paid in accordance with the first formula within the 21 day period.

If the interruption totally or substantially prevents You from operating the Business for more than three months but You elected to be paid in accordance with the first formula within the 21 day period, then:

- We will pay You at least the amount that would have been payable to You if the first formula applied for the first three month period; and
- an amount paid to You by reason of Your election will be treated as an advance towards the amount payable to You in accordance with the second formula.

Second formula

The result of D minus E to the extent that the difference is due to reduction in Turnover.

Where:

- D is the Gross Profit which the Business probably would have achieved during the period of interruption if not for the interruption, not exceeding the sum insured shown on the Certificate of Insurance for 'Loss of Gross Profit'
- E is the actual Gross Profit of the Business during the period of interruption as a consequence of the interruption.

In calculating the Gross Profit which the Business probably would have achieved during the period of interruption if not for the interruption, We will have regard to the experience of the Business for a 12 month period leading up to the interruption (assuming the Business has been operating for that amount of time). So it is important to keep and maintain proper business records for that period.

If We pay in accordance with the second formula, We also pay for additional expenditure You reasonably incur for the sole purpose of avoiding or diminishing reduction in Turnover as a result of the interruption, but only up to the amount of the insured loss of Gross Profit thereby avoided.

Limits on what We pay under both the first and second formulae

We pay up to:

- the sum insured shown on the Certificate of Insurance for 'Loss of Gross Profit' as a consequence of all interruptions to the Business during the Period of Insurance or
- the amount that would have been payable had the property which was damaged or stolen been repaired, replaced or reinstated within a reasonable period.

Additional benefits We pay for a first or second formula payment

We only pay a claim for the following benefits if We would have paid a claim for the damage to the property if it had been insured under Our Business property policy in this Plan.

Commercial complexes

We treat physical damage to property of a major tenant at the complex in which the Business is located which directly results in less customers visiting the Business as if it was damage to property used by the Business at the Business Premises.

This benefit is otherwise subject to the terms of this policy.

Public utilities extension

We treat physical damage to a land based:

- electricity sub-station
- gas or water pumping station
- water or sewerage plant

located in the vicinity of the Business Premises and which provides a service to the Business as if it was damage to property used by the Business at the Business Premises.

We do not pay for any loss sustained by the Business as a consequence of that damage in the first 48 hours following the damage.

This benefit is otherwise subject to the terms of this policy.

Prevention of access to the Business Premises

We treat physical damage to property in the vicinity of the Business Premises which prevents or hinders access to the Business Premises as if it was damage to property used by the Business at the Business Premises.

This benefit is otherwise subject to the terms of this policy.

Storage sites

We treat physical damage to property in Australia used in connection with the Business which You store at a commercial storage site or at other premises which You own or lease as if it was damage to property used by the Business at the Business Premises.

This benefit is otherwise subject to the terms of this policy.

Suppliers' and customers' premises

We treat physical damage to property in Australia at:

- Your suppliers' premises;
- Your customers' premises,

as if it was damage to property used by the Business at the Business Premises.

Your 'suppliers' do not include a public utility.

This benefit is otherwise subject to the terms of this policy.

Optional benefit

Accountant fees

If You satisfy Us that You have a claim under this policy, We will pay the reasonable cost Your accountant charges to do work to satisfy Us of the amount of Your loss, but only up to the sum insured shown on the Certificate of Insurance for 'Accountant fees' for this policy.

Special conditions

Keeping records

You must keep and maintain proper Business records.

If You are making a claim, You must give Us:

- access to Your Business records
- all relevant information and help We may need in dealing with a claim. We will only request information relevant to handling Your claim and will explain why the information, documents and help is required.

Limited Flood Cover

If 'Flood' is shown with a sum insured on the Certificate of Insurance, the maximum amount We will pay for all claims under the Business interruption policy for claims as a result of damage to Property caused by Flood is the sum insured shown on the Certificate of Insurance for 'Flood'.

Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

Gross Profit means the Turnover of the Business less Variable Costs.

Turnover means the amount paid or payable to You for:

- merchandise sold and delivered (after adjustments for opening and closing stocks)
- services rendered
- rent.

Variable Costs means:

- wages; and
- costs,

of the Business which vary in direct proportion to Turnover.

General property policy

This policy insures You against Accidental loss of or damage to or theft of 'General property' shown on the Certificate of Insurance.

You only have this policy if the risk 'General property' is shown on the Certificate of Insurance.

The General conditions on pages 13 and 14 and the General exclusions on page 15 apply to this policy. The General definitions on pages 16 and 17 apply to words used in this policy.

What You are insured against	30
What is not insured	30
What We pay	30
Special condition	
Reinstatement of sum insured	30
Special definitions of words used in this policy	31

What You are insured against

This policy insures You against Accidental loss of, Accidental damage to or theft of the items of property shown on the Certificate of Insurance occurring worldwide during the Period of Insurance.

What is not insured

This policy does not insure You against:

1 loss or damage directly or indirectly caused by or arising out of:

- steam or condensation
- a structural fault, faulty workmanship or materials
- a fault known to You at the time of the loss or damage or to any person whose knowledge in law would be deemed to be Your knowledge
- lack of maintenance
- moths, insects or vermin
- an animal kept at the Business Premises or Your pet
- loss of weight or protein
- a change in taste, flavour, odour, colour, texture or finish
- contamination, evaporation or pollution
- smut, soot or smoke from an industrial operation
- dampness of atmosphere
- sudden variation in atmospheric conditions
- a latent fault or the inherently harmful nature of a product
- a manufacturing process
- adjusting, testing, or servicing operations
- faulty design, formula, specification, plan or pattern
- wear, tear, fading, rust, corrosion, oxidation, gradual deterioration, exposure to light or darkness
- cracking, scratching, splitting or tearing
- fraud or corruption.

2 loss or damage directly caused by:

- rain, hail, snow or liquid to an insured item unless it is in a vehicle or a fully enclosed and roofed building when the loss or damage occurred
- Flood
- sea or tidal wave (even if caused by an earthquake)
- Storm Surge or tsunami
- lightning unless the evidence of lightning damage can be clearly seen on the item damaged
- a process involving the deliberate application of heat (only the thing intended to be heated is not insured)
- earth movement no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslide, mudslide, collapse, shrinkage, settling, expansion or heaving, unless the loss or damage is directly caused by:
 - a) earthquake; or
 - b) water overflowing, leaking or bursting from a fixed pipe or fixed system and that loss or damage occurs within 72 hours of such overflowing, leaking or bursting.

In respect of (b) above We only pay up to \$10,000 for any one claim.

3 mechanical, electrical, hydraulic or electronic breakdown, failure, malfunction or derangement of a machine or electrical or electronic device.

4 loss or damage recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement.

5 theft by Your Employee or a number of Your Employees acting in collusion.

6 damage that is mildew, or damage directly or indirectly caused by or arising out of mildew.

7 damage that is mould or wet or dry rot, or damage directly or indirectly caused by or arising out of mould or wet or dry rot, unless arising from an event covered under this policy.

8 loss or damage directly or indirectly caused by or arising out of or in connection with germs, disease, virus, bacteria or other contagion.

What We pay

If an item is Accidentally lost, destroyed or stolen, We pay the cost to replace the item as new at the time it was Accidentally lost, destroyed or stolen.

If an item is damaged, We replace, reinstate or repair the item that is damaged as far as possible to the condition it was in immediately before it was damaged, using materials that are available in Australia. Or, at Our option, We pay You the reasonable cost to do so. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

We pay up to the sum insured shown on the Certificate of Insurance for the property Accidentally lost, stolen or damaged for all claims arising out of the one event.

Special condition

Reinstatement of sum insured

If a sum insured is shown for an item on the Certificate of Insurance and We pay:

- less than the sum insured for a claim for that item, We reinstate the sum insured unless We told You when the claim was settled that the sum insured would only be reinstated if You paid the additional premium and accepted any additional conditions We required
- the amount of the sum insured for a claim for that item, the sum insured is not reinstated.

If We pay the sum insured for an item, We suggest You contact Us to discuss insuring the replacement item.

Special definitions of words used in this policy

The definition below applies only to this policy and overrides all other definitions including the 'General definitions applying to words We use in this Plan'.

Employee means a person who works for You in the Business, but does not include:

- an insured; or
- a director, partner or sole proprietor of the Business, a trustee of a trust that owns the Business or a broker, factor, commission agent, consignee, contractor, investment banker or other agent or representative of the Business.

Business legal liability policy

This policy insures You against Your legal liability to others in connection with Your Business.

You only have this policy if the risk 'Business legal liability' is shown on the Certificate of Insurance.

The General conditions on pages 13 and 14 and the General exclusions on page 15 apply to this policy. The General definitions on pages 16 and 17 apply to words used in this policy.

What You are insured against	33
What is not insured	33
What We pay	36
Additional benefits	
Car parks	37
Legal costs	37
Special conditions	
Discharge of liabilities	37
Keeping records	37
Reminder	37
Special definitions of words used in this policy	37

What You are insured against

This policy insures You against Your legal liability to pay compensation for Personal Injury or Damage to Property that happens during the Period of Insurance in connection with the Business and:

- is directly caused by an Occurrence; and
- happens:
 - in Australia; or
 - outside Australia, but only with respect to:
 - * an overseas business visit in connection with the Business by You or by any of Your directors, partners, officers, executives or Employees ordinarily resident in Australia, but not if You or they are performing manual work or supervising manual work in the United States of America or Canada or their protectorates or dependencies; or
 - * products supplied from Australia, but the indemnity granted in relation to such products shall not apply to claims in respect of Personal Injury or Damage to Property happening in the United States of America or Canada or their protectorates or dependencies where, with Your knowledge, such products have been exported to the United States of America or Canada or their protectorates or dependencies.

There is no cover for products supplied from Australia if 'No cover for product liability' is shown on the Certificate of Insurance.

What is not insured

This policy does not insure You against a liability:

1 agreements

- that arises pursuant to or in connection with an agreement, to the extent that in that agreement You:

- expressly take on a liability which You would not have had if that agreement had not been made, unless the liability is in relation to a claim by a lessor for Damage to Property pursuant to the terms of a lease or premises which You lease and occupy in connection with the Business; or
- expressly give up a right which You would have had if the agreement had not been made.

2 Aircraft, Hovercraft

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
 - the ownership, maintenance, operation, or use by You of any Aircraft or Hovercraft;
 - Your ownership, occupation or control of a property, building, or structure normally used as a landing area or in or on which Aircraft are housed, maintained or operated, unless:
 - * the liability does not directly arise out of such use; or
 - * 'Landing areas' is shown on the Certificate of Insurance and the Personal Injury or Damage to Property occurs at the Business Premises.

3 Aircraft products

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with any:
 - product which You knew or had reasonable cause to believe would be or is intended for incorporation into any critical part, the structure, machinery or controls of any Aircraft; or
 - component parts intended to perform a functional or structural role in the safe operation or stability of any Aircraft.

4 compulsory and other insurance

- if You are required by law to be insured against that liability under another policy of insurance
For example, You may be required by law to be insured against that liability by a compulsory workers' compensation or employers'

indemnity policy, a compulsory motor vehicle third party personal injury policy or a compulsory professional indemnity policy.

- if You are entitled to be indemnified against that liability under another policy of insurance taken out by some other Person.

5 construction

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
 - construction, erection, alteration or addition, repair, maintenance, or demolition to or of a building not owned or occupied by You carried out by You or carried out on Your behalf if the contract value (inclusive of labour, materials, all taxes including GST specified in the contract and any variations to the contract) for that construction, erection, alteration, addition, repair, maintenance or demolition exceeds \$1,000,000. However this exclusion does not apply if:
 - * You notify Us of the contract prior to works under the contract commencing; and
 - * We agree not to apply this exclusion; and
 - * You pay any additional premium and accept any additional conditions We require.
 - vibration, tunnelling, underpinning, or the removal or weakening of or interference with the support of dry land, property or a building or structure.

6 defamation

- for defamation.

7 directors and officers liability

- arising directly out of Your position as a director or officer of a company.

8 disease

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with:
 - an infectious disease which is defined as Highly Pathogenic Avian Influenza or any strain or mutant variation of it; or

- a disease declared to be a ‘quarantinable disease’ under the *Quarantine Act 1908 (Cth)* and subsequent amendments or any ‘listed human disease’ under the *Biosecurity Act 2015 (Cth)* including any subsequent amendments or replacement thereof or any equivalent legislation; or
- Transmissible Spongiform Encephalopathy (TSE) including but not limited to Bovine Spongiform Encephalopathy (BSE) or new Variant Creutzfeldt-Jakob Disease (vCJD).

9 genetically engineered or genetically modified substance or organism (GMO)

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the manufacture, importing, growing, blending, mixing or distributing of a genetically engineered or genetically modified substance or organism.

10 lack of performance

- for compensation for delay or lack of performance under a contract made by or for You or on Your behalf.

11 manufacture of pesticides or herbicides

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the manufacture of pesticides or herbicides.

12 partnership

- of a partner to another partner where the partnership is an insured under this policy.

13 pollution

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater), but this exclusion does not apply if the actual discharge, dispersal, release or escape:

- is not expected or intended by You; and
- would not have been expected by a reasonable person in Your position and with Your knowledge and experience; and
- is directly caused by a sudden event which takes place at a clearly identifiable point in time during the Period of Insurance.
- for any costs incurred in preventing, removing, nullifying or cleaning up any discharge, dispersal, release or escape as described in the first bullet point of this exclusion ‘13 pollution’, but this exclusion does not apply to:
 - removal, nullifying or clean-up costs which are consequent upon an unexpected, unintended and sudden cause which takes place at a clearly identifiable point in time during the Period of Insurance and results in Personal Injury or Damage to Property.

14 products

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
 - a product You sold or supplied if ‘No cover for product liability’ is shown on the Certificate of Insurance
 - the inherently harmful nature of a product You sold or supplied
 - the faulty design, formula, specification, plan or pattern of a product You sold or supplied, but only if You, an Employee or Your agent was directly involved in some or all of the design, formula, specification, plan or pattern of the product
 - a fault in a product You sold or supplied which You, an Employee or Your agent knew or ought to have known about at the time the product left Your physical or legal possession, custody or control
- for the failure of a product You sold or supplied to meet the level of performance, quality, fitness or durability You represented either expressly or impliedly.
- for the cost to:
 - investigate the cause of a fault of a product You sold or supplied; or

- trace, recall, repair or replace a product or refund the purchase price for a product You sold or supplied.

15 professional duty

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of a breach of duty owed in a professional capacity by You, by an Employee or by anyone else for whom You might be held legally liable. This exclusion does not apply to a claim for Personal Injury or Property Damage arising directly out of:
 - first aid treatment rendered by or for You operated in an on Your behalf on the Business Premises, but only if the Business does not involve rendering medical treatment to humans; or
 - advice which is given by You without charging any fee; or
 - advice given by You in respect of the use or storage of Your products.

16 sport and recreation

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
 - an activity involving:
 - * power boating, aquaplaning, jet skiing, waterskiing or an underwater activity
 - * flying, gliding, parachuting, skydiving or hot air ballooning
 - * canoeing, kayaking or white water rafting
 - * abseiling, rock climbing, mountaineering or caving
 - * ski jumping or bungee jumping
 - * hunting on horseback, rodeo, horse or harness training, trialling or racing, polo, polocrosse or camp drafting
 - * the use of any chair lift, cable car or flying fox
 - * the organised playing, training or coaching of:
 - ◇ football of any kind
 - ◇ water polo
 - ◇ hockey or lacrosse
 - ◇ basketball or netball
 - ◇ wrestling, boxing or a martial art.

17 territorial limits

- for a claim brought:
 - in the United States of America or Canada or their protectorates or dependencies
 - in a country other than Australia in which You are represented by a branch office, an agent or an Employee
 - in Australia based upon or to enforce a claim described in the first or second dash above.
- for a claim brought against You for the faulty nature, condition or quality of a product in a country other than Australia in which the law of that country requires liability in respect of a product sold or supplied to be insured or secured with an insurer or organisation which is licensed in that country to grant such insurance or security.
- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
 - a product sold or supplied by You unless that product directly caused the Occurrence and was sold or supplied by You in Australia in connection with the Business
 - a product sold or supplied by You and exported to the United States of America or Canada or their protectorates or dependencies.

18 transit

- for Damage to Property You are transporting for reward in or on a vehicle (including the loading and unloading of the vehicle and the packing, unpacking, stacking and unstacking of the property being transported) while in Your physical or legal possession, custody or control.

We will not apply this exclusion to a liability for damage to a vehicle if the liability for that damage is not also excluded by '21 vehicles or Watercraft (including any attachment to them)'

19 treatment

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of treatment, other than:
 - a first aid service prescribed or administered by You or on Your behalf

- a hairdressing or beautician service where the Business shown on the Certificate of Insurance is 'Hairdresser' or 'Beautician' and the service is provided in connection with the Business and is:
 - * ordinarily provided in a hairdressing or beauty salon; and
 - * performed by a suitably trained and competent person.

20 underground services

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of loss of or damage to an underground service or underground property unless at the time the Occurrence happened the person who caused the loss or damage:
 - could readily see the underground service or underground property; or
 - could not readily see the underground service or underground property and was not aware (and could not reasonably have been aware) of the exact location of the underground service or underground property.

For example, Telstra advise that they are a member of the 'Dial Before You Dig' service which enables people to find out about various underground services in the area in which they intend to dig. We will rely on this exclusion if You damage a Telstra or other underground service without having utilised the 'Dial Before You Dig' service to check the location of underground services.

21 vehicles or Watercraft (including any attachment to them)

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the ownership, maintenance, operation or use of any Watercraft exceeding eight (8) metres in length
- for loss of or damage to a vehicle or Watercraft in Your physical or legal possession, custody or control unless:
 - You normally repair, service, maintain or store vehicles or Watercraft in the course of the Business and the Occurrence happens:

- * in the course of the Business; and
 - * at Your Place of Work or whilst the vehicle or Watercraft is:
 - ◇ parked or being parked within a 0.5 kilometre radius; or
 - ◇ being tested within a 20 kilometre radius; or
 - ◇ being collected or delivered to a customer within a 75 kilometre radius,
- of Your Place of Work
- in the case of physical loss of or physical damage to a vehicle, at the time of the Occurrence:
 - * You had agreed to hire the vehicle for not more than 72 hours; and
 - * You were using the vehicle in connection with the Business.

- for Damage to Property directly or indirectly caused by or arising out of the use of a registered vehicle, unless at the time of the Occurrence the vehicle is being used in connection with the Business and:
 - it belongs to a customer and is being driven or operated by You for the sole purpose of it being:
 - * parked within a 0.5 kilometre radius; or
 - * tested within a 20 kilometre radius; or
 - * collected or delivered to a customer within a 75 kilometre radius,
- of Your Place of Work
- You had agreed to hire the vehicle for a period of not more than 72 hours;
 - the loss or damage is to the property of a customer (other than a vehicle) which is in transit between the Business Premises and the customer's premises or any other place for the purpose of You repairing, servicing or maintaining it; or
 - the vehicle is being used in circumstances where the law does not require it to be registered.

Notwithstanding anything said above, You are not under any circumstances insured against a liability for loss of or damage to a vehicle or for a liability for Damage to Property or Personal Injury directly or indirectly caused by or arising out of the use of a vehicle if at the time of the Occurrence:

- any of the matters mentioned in any bullet point under the heading ‘What is not insured for legal liability’ of Our Motor vehicle policy on page 52 in this Plan has arisen or occurred. However, these exclusions will not apply to liability for Personal Injury arising directly or indirectly out of the use of an unregistered vehicle unless:
 - the law requires the vehicle to be registered at the time of the Occurrence; or
 - the liability for Personal Injury is required by law to be covered under a workers compensation policy or statutory scheme, a compulsory third party injury motor insurance policy or statutory scheme, or other compulsory insurance policy
- the vehicle was:
 - not registered when the law required it to be registered
 - operated in an unsafe or unroadworthy condition and that caused or contributed to the loss or damage
 - part of the stock in trade of the Business
 - carrying, lifting or towing a heavier load or carrying more passengers than designed for or permitted by law, to the extent that Your failure to adhere to the lawful requirement caused or contributed to the loss or damage
 - carrying a passenger for payment unless Your Business occupation is omnibus proprietor in which case this exclusion will not apply
 - involved in, or being prepared for, an experiment, a stunt, racing, pace-making, a reliability trial, speed or hill climbing, a sporting event or a demonstration
 - being driven, towed, operated by, or in charge of a person who:

- * did not have a licence required by law
- * did not comply with all of the terms and conditions of their licence
- * was under the influence of alcohol or a drug
- * had more than the legal limit of alcohol or a drug in their blood
- * subsequently refused to undergo a legal test for the amount of alcohol or a drug in their blood in connection with their driving, towing, operating or being in charge of the vehicle.

If You were not the driver or the person operating or in charge of the vehicle at the time of the Occurrence, We will not rely on the exclusion described in the ‘dash’ above if You can satisfy Us that at the time of the Occurrence You did not know, and could not reasonably have known, that the driver or person operating or in charge of the vehicle:

- did not have the required licence; or
- did not comply with all of the terms and conditions of their licence; or
- was or might be under the influence of alcohol or a drug.

22 workmanship

- for the cost to do, redo, complete, correct or improve any work (including the supply of materials or parts) which You or anyone for You or on Your behalf did or should have done in the first place.

This exclusion does not apply to Your liability for Damage to Property or Personal Injury as a consequence of the work You or anyone on Your behalf did or should have done.

23 You, Your Family, Employees, customers, guests, visitors and workers

- for loss of or damage to property belonging to or being rented, hired, leased or hire purchased by:
 - You, unless it is to:
 - * premises You lease and occupy in connection with the Business
 - * a vehicle

- a member of Your Family or a person who lives solely with You or a member of Your Family
- an Employee if the loss or damage arises out of or in the course of their employment with You.
- for Personal Injury to:
 - You or a member of Your Family or a person who lives solely with You or Your Family; or
 - an Employee if the Personal Injury arises out of or in the course of their employment with You; or
 - a person working with You under a government scheme.

What We pay

Limit any one Occurrence

We pay up to the ‘Limit of indemnity any one Occurrence’ shown on the Certificate of Insurance for any one Occurrence unless the claim is for loss of or damage to property in Your physical or legal possession, custody or control, in which case We only pay up to the greater of \$250,000 or the sum insured shown on the Certificate of Insurance for ‘Property in Your physical or legal control’.

Aggregate limit per Occurrence

All events and all events of a series of related events consequent upon or attributable to one source or original cause will be regarded as one Occurrence.

Aggregate limit for product liability

We pay up to the limit shown on the Certificate of Insurance for ‘Aggregate limit for product liability’ for liability for all Occurrences that happen during the Period of Insurance and are directly or indirectly caused by or arise out of a product You sold or supplied.

Aggregate limit for pollution liability

We pay up to the limit shown on the Certificate of Insurance for 'Aggregate limit for pollution liability' for all Occurrences that happen during the Period of Insurance and give rise to a liability to pay:

- compensation for pollution; or
- for the cost to prevent, remove, nullify or clean up any actual, alleged or threatened pollution.

Other policies

The limits described are the maximum We pay under this policy and under any other policies We issue to You under this Plan even though You may have a claim under another policy.

Additional benefits

Car parks

You are entitled to this benefit if:

- You own or operate a car park for the purpose of renting car park space to the public; or
- the Business is a hospitality business and You normally provide a car parking service to Your customers.

This policy is extended to insure You against legal liability for Personal Injury or Damage to Property directly caused by a vehicle in Your physical or legal possession, custody or control if:

- the Personal Injury or Damage to Property happens during the Period of Insurance in connection with the Business and is directly caused by an Occurrence; and
- the Occurrence happens within a 0.5 kilometre radius of the Business Premises; and
- the Occurrence is not directly caused by and does not arise directly or indirectly out of the servicing, repairing or maintenance of any vehicle; and
- the vehicle does not belong to You and is not used by You, for You or on Your behalf independently of the Business; and
- the owner of the vehicle is not required by law to be insured against the liability under another policy of insurance.

This benefit is otherwise subject to the terms of this policy.

Legal costs

If We agree to indemnify You for a liability You may have for a claim made against You, We will pay the reasonable legal costs You incur with Our prior written consent to defend or settle the claim.

This benefit is in addition to the 'Limit of indemnity limit any one Occurrence' shown on the Certificate of Insurance.

Special conditions

Discharge of liabilities

We may pay You the amount of the 'Limit of indemnity' shown on the Certificate of Insurance (after We deduct any sums We have already paid), or any sum for which the claim can be settled, in respect of a claim.

If We make such a payment We will relinquish the conduct of the claim and have no further liability in connection with the claim.

Keeping records

During the Period of Insurance and for a reasonable period following the Period of Insurance, You must retain:

- the names and addresses of the suppliers and manufacturers of any product or component You purchase which You sell, supply or work on
- all documents relating to the purchase of such products and components and which describe the nature and date of any work You perform
- the names and addresses of the purchasers of the products You sell or supply
- all documents relating to the sale or supply of products.

Reminder

As mentioned on page 13 of this Plan, You must not, without Our prior consent, negotiate, pay or settle a claim by or against anyone else for the loss, damage or injury.

Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in the policies'.

Aircraft means any craft or object designed to travel through air or space, other than model aircraft.

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

Watercraft means any vessel, craft or thing made or intended to float on or in or travel through water, other than model boats.

Your Place of Work means the Business Premises or any other place in Australia at which You are repairing, servicing or maintaining a vehicle or Watercraft.

Machinery breakdown policy

This policy insures You against:

- Breakdown of a Machine
- Explosion or Collapse of a boiler, Economiser or pressure vessel
- deterioration of stock in trade.

You only have this Machinery Breakdown policy if the risk 'Machinery breakdown' is shown on the Certificate of Insurance.

The General conditions on pages 13 and 14 and the General exclusions on page 15 apply to this policy. The General definitions on pages 16 and 17 apply to words used in this policy.

What You are insured against	39	Second formula	41
What is not insured	39	Additional benefit for a second formula payment	41
What We pay	39	Accountant fees	41
Additional benefits		Limits on what We pay for 'Machinery Breakdown Business interruption' under the first and second formulae	41
Additional or replacement Machines	40	Special condition	
Replacement and repair of electric motors	40	Reinstatement of sum insured	41
Seasonal increase for deterioration of Stock and customers' goods	40	Special definitions of words used in this policy	41
Optional benefits			
The insurance cover for Business interruption	40		
What is not insured for Business interruption	40		
What We pay for Business interruption when We pay in accordance with the first formula	40		
First formula	40		
What We pay for Business interruption when We pay in accordance with the second formula	40		

What You are insured against

This policy insures You against:

- Breakdown of a Machine (other than a boiler, Economiser or pressure vessel)
- Explosion or Collapse of a boiler, Economiser, or pressure vessel shown on the Certificate of Insurance
- deterioration of Stock and deterioration of customers' goods for which You are legally liable if 'Deterioration of Stock' is shown on the Certificate of Insurance, at the Business Premises during the Period of Insurance.

You are only insured for deterioration of Stock and deterioration of customers' goods if the deterioration occurs whilst the Stock or customers' goods are in a cold storage compartment and the deterioration is directly caused by:

- a failure of the refrigeration process as a direct consequence of the Breakdown of a Machine (other than a boiler, Economiser, pressure vessel or electronic device)
- the malfunction or failure of the thermostats, controls, fuses, circuit breakers or overload devices operating a refrigeration chamber, but this does not include the manual setting or overriding of such controls or protective devices
- contamination by refrigerant escaping into the cold storage compartment as a direct consequence of the Breakdown of a Machine (other than a boiler, Economiser, pressure vessel or electronic device)
- failure of a public power supply occurring outside the Business Premises but not if it is directly caused by a strike
- a Supply Authority intentionally interfering with a public or private service, but only to the extent that this is necessary to safeguard life or any part of the public supply and the Supply Authority's interference is not directly or indirectly caused by or arising out of Your failure to make a payment to the Supply Authority or to comply with a requirement of the Supply Authority for the provision of its services

- failure of a power supply directly caused by the operation of a protective device at the Business Premises.

What is not insured

This policy does not insure You against:

1 the cost:

- to repair wear, tear, rust, corrosion, erosion, oxidation, scale or gradual deterioration
- of preventative maintenance, routine adjustment or cleaning
- of altering, adding to, improving, overhauling or carrying out of a non-essential repair
- to retrofit a Machine installation to accept an alternative refrigerant
- to dispose of any refrigerant
- to repair or replace a scratched, painted or polished surface
- to repair or replace a belt, rope, wire, chain, tyre, filter, refrigerant dryer, fuse, electric heating element, electrical contact, thermostat, thermostatic expansion valve, gland packing, seal, cutting blade, die, refractory material, glass component, lubricant, fuel or operating medium.

2 loss or damage directly or indirectly caused by or arising out of:

- shortage of fuel, water or power generation, but this exclusion does not apply to cover You have for deterioration of Stock and deterioration of customer's goods
- a riot, civil commotion or industrial or political action
- vandalism
- theft or attempted theft
- a fault which You, an Employee or Your agent knew or ought reasonably to have known about at the time of the loss or damage
- the unsafe or unlawful operation of a Machine, a boiler, an Economiser or a pressure vessel
- fire, smoke, soot or extinguishment of fire
- impact by a vehicle, animal or aircraft
- subterranean fire or volcanic eruption

- earth movement no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion or heaving, unless the loss or damage is directly caused by:

- a) earthquake; or
- b) water overflowing, leaking or bursting from a fixed pipe or fixed system and that loss or damage occurs within 72 hours of such overflowing, leaking or bursting.

In respect of (b) above We only pay up to \$10,000 for any one claim.

- wind, rain, hail, snow or lightning
- Flood
- sea or tidal wave
- Storm Surge or tsunami
- seepage or leakage from a vessel, tank, pipe or system
- a chemical explosion.

3 loss or damage that is recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement.

What We pay

Machine, boiler, Economiser or pressure vessel

For Breakdown of a Machine or Explosion or Collapse of a boiler, Economiser or pressure vessel, We pay:

- the reasonable cost to repair the damaged item of equipment shown on the Certificate of Insurance or
- what it would cost to buy a new item of a similar make and model subject to the sum insured limit.

We pay up to the sum insured shown on the Certificate of Insurance for all claims arising out of the one event.

Deterioration of Stock and customers' goods

We pay the wholesale cost of the deteriorated Stock and customers' goods and the reasonable cost to remove debris.

We pay up to the sum insured shown for 'Deterioration of Stock' on the Certificate of Insurance for all claims arising out of the one event.

Additional benefits

Additional or replacement machines

If a Machine is insured under this policy, You are automatically insured up to the sum insured shown on the Certificate of Insurance for 'Machinery Breakdown and boiler Explosion any one event' until Your policy renewal date, for a machine that You:

- acquire during the Period of Insurance; and
- which is similar in type to a Machine shown on the Certificate of Insurance.

This benefit is otherwise subject to the terms of this policy.

Replacement and repair of electric motors

If We have paid or agreed to pay a claim under this policy for damage to an electric motor, We also pay:

- for the reasonable cost You incur to hire a temporary replacement electric motor during the time taken to repair damage to an insured electric motor, not exceeding \$10,000 for all claims arising out of the one event; and
- up to the lesser of \$1,000 or 10% of the sum insured shown on the Certificate of Insurance for the damaged electric motor towards an air freight charge You incur because of the damage, but only if that charge is incurred with Our prior written consent.

Repairs or replacement includes removal of debris and replacing refrigerant.

Seasonal increase for deterioration of Stock and customers' goods

We automatically increase the sum insured shown on the Certificate of Insurance for 'Deterioration of Stock' by up to the greater of 30% or the percentage shown on the Certificate of Insurance during the following periods and any additional periods shown on the Certificate of Insurance:

- midnight 31 October to midnight 31 January
- from 30 days before Good Friday to 10 days following Easter Sunday inclusive.

If You would like a higher percentage or additional periods (for which an additional premium is payable) please discuss Your needs with Us.

Optional benefits

The insurance cover for Business interruption

If 'Machinery Breakdown Business interruption' is shown on the Certificate of Insurance, this policy is extended to insure You against loss of Gross Profit due to a reduction in Turnover as a consequence of interruption to the Business that commences during the Period of Insurance as a result of Breakdown of a Machine, Explosion or Collapse of a boiler, Economiser or pressure vessel or deterioration of Stock or customers' goods which occurs:

- at the Business Premises; and
- during the Period of Insurance.

We only pay a claim for this benefit if We have paid or agreed to pay a claim under this policy for the Breakdown of a Machine, the Explosion or Collapse of a boiler, Economiser or pressure vessel or the deterioration of Stock or customers' goods which caused the interruption.

This benefit is otherwise subject to the terms of this policy.

What is not insured for Business interruption

This benefit does not insure You against any loss or that part of any loss which occurs:

- after:
 - the elapse of the number of months shown on the Certificate of Insurance as the 'Indemnity period', calculated from the date on which the Breakdown, Explosion, Collapse or deterioration to the item occurred
 - You formally decide to close or discontinue the Business, or that part of the Business directly affected by the damage or theft
 - a receiver or liquidator is appointed to carry on the Business
 - the Business is commenced to be wound up
- as a result of breach of contract.

What We pay for Business interruption when We pay in accordance with the first formula

We pay in accordance with the first formula below if:

- the interruption totally or substantially prevents You from operating the Business for at least one day but no more than three months; and
- within 21 days of the date on which the interruption first totally or substantially prevents You from operating the Business, You notify Us in writing that You elect to be paid in accordance with the first formula.

First formula

$$\frac{A \times C}{B}$$

Where:

- A is the period (in months or parts of a month) the Business is totally or substantially interrupted, not exceeding three months. We then deduct the number of days shown as the 'Deductible period' on the Certificate of Insurance.
- B is the number of months shown on the Certificate of Insurance as the 'Indemnity period' for 'Machinery Breakdown Business interruption'.
- C is the sum insured shown on the Certificate of Insurance for 'Machinery Breakdown Business interruption'.

For an example of how this formula works see the example for the first formula set out in Our Business interruption policy on page 27 of this Plan.

What We pay for Business interruption when We pay in accordance with the second formula

We pay in accordance with the second formula if:

- the first formula does not apply; or
- the first formula applies but You do not elect to be paid in accordance with the first formula within the 21 day period.

If the interruption totally or substantially prevents You from operating the Business for more than three months but You elected to be paid in accordance with the first formula within the 21 day period, then:

- We will pay You at least the amount that would have been payable to You if the first formula

applied for the first three month period; and

- any amount paid to You by reason of Your election will be treated as an advance towards the amount payable to You in accordance with the second formula.

Second formula

The result of D minus E, to the extent that the difference is due to reduction in Turnover.

Where:

- D is the Gross Profit which the Business probably would have achieved during the period of interruption if not for the interruption, not exceeding the sum insured shown on the Certificate of Insurance for 'Machinery Breakdown Business interruption'
- E is the actual Gross Profit of the Business during the period of interruption as a consequence of the interruption.

In calculating the period of interruption for the purpose of D and E, We deduct the number of days shown as the 'Deductible period' on the Certificate of Insurance.

In calculating the Gross Profit which the Business probably would have achieved during the period of

interruption if not for the interruption, We will have regard to the experience of the Business for a 12 month period leading up to the interruption (assuming the Business has been operating for that amount of time). So it is important to keep and maintain proper Business records for that period.

Additional benefit for a second formula payment

If We pay in accordance with the second formula, We also pay for additional expenditure You reasonably incur for the sole purpose of avoiding or diminishing reduction in Turnover as a result of the interruption, but only up to the amount of the insured loss of Gross Profit thereby avoided.

Accountant fees

If You satisfy Us that You have a claim under this policy, We will pay the reasonable cost Your accountant charges to do work to satisfy Us of the amount of Your loss, but only up to the sum insured shown on the Certificate of Insurance for 'Accountant fees' for this policy.

Limits on what We pay for 'Machinery Breakdown Business interruption' under the first and second formulae

We only pay up to:

- the sum insured shown on the

Certificate of Insurance for 'Machinery Breakdown Business interruption' for all interruptions to the Business during the Period of Insurance

- the amount that would have been payable had repairs, reinstatement and replacement been carried out within a reasonable time.

Special condition

Reinstatement of sum insured

If a sum insured is shown for an item on the Certificate of Insurance and We pay:

- less than that sum insured for a claim for that item, We reinstate that sum insured unless We told You when the claim was settled that the sum insured would only be reinstated if You paid an additional premium and accepted any additional conditions We required
- the amount of that sum insured for a claim for that item, the sum insured is not reinstated.

This special condition does not apply to the optional benefit 'Business interruption'.

If We pay the sum insured for an item, We suggest You contact Us to discuss insuring the replacement item.

Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

Breakdown means physical damage to the Machine which requires repair to enable continued use.

Collapse means sudden and dangerous distortion of any part of a boiler, Economiser or pressure vessel caused by external pressure but not if the distortion is a consequence of slowly developing deformation.

Economiser means a device that pre-heats air or fuel to take pressure off heating elements or help save on fuel.

Explosion means the sudden and violent rending or tearing apart of the structure of a boiler, Economiser or pressure vessel or any of its parts by force of internal gas, liquid or fluid pressure, directly causing bodily displacement of its structure and forcible ejection of its contents.

Gross Profit means the Turnover of the Business less Variable Costs.

Machine means the items shown on the Certificate of Insurance, but not electronic equipment other than electronic scales, cash registers, microwave ovens and electronic controls on that machine.

Stock means stock in trade and merchandise (including raw and packaging materials) of the Business which You own or for which You are legally liable.

Supply Authority means a corporation or government agency which supplies electricity, gas, oil, water, chemicals, required by the insured.

Turnover means the amount paid or payable to You for:

- merchandise sold and delivered (after adjustments for opening and closing stocks)
- services rendered
- rent.

Variable Costs means:

- wages; and
- costs,

of the Business which vary in direct proportions to Turnover.

Electronic equipment policy

This policy insures You against Accidental damage to Your electronic equipment.

You only have this policy if the risk 'Electronic equipment' is shown on the Certificate of Insurance.

Under this policy You can also take out insurance cover for Your:

- *electronic data processing media and information*
- *increased costs of working.*

The General conditions on pages 13 and 14 and the General exclusions on page 15 apply to this policy. The General definitions on pages 16 and 17 apply to words used in this policy.

The types of insurance cover We offer	43	What is not insured for electronic data processing media and information	44
Section 1: the insurance for electronic equipment	43	What We pay for electronic data processing media and Information	44
What is not insured for electronic equipment	43	What is not insured under any section of this policy	44
What We pay for Accidental damage to or theft of electronic equipment	43		
Special conditions for the insurance of electronic equipment			
Reinstatement of sum insured	43		
Unoccupied building	43		
Section 2: the insurance for increased costs of working	43		
What is not insured for increased costs of working	43		
What We pay for increased costs of working	44		
Section 3: the insurance for electronic data processing media and information	44		

The types of insurance cover We offer

We offer three different types of insurance cover:

- for Accidental damage to or theft of electronic equipment
- for increased costs of working
- for loss of or damage to electronic data processing media and information.

The extent of Your insurance cover depends on the type of cover You have taken out. This is shown on the Certificate of Insurance.

Section 1: the insurance for electronic equipment

This section of the policy insures You against Accidental damage to or theft of electronic equipment shown on the Certificate of Insurance occurring in Australia during the Period of Insurance.

You are only insured for theft of electronic equipment if:

- the theft is from a securely locked vehicle, building or room; and
- the thief gained entry to the vehicle, building or room by causing physical damage to it at the point of entry and evidence of the damage can be clearly seen.

What is not insured for electronic equipment

You are not insured under this section of the policy against the cost:

- 1 to repair wear, tear, rust, corrosion, erosion, scale or gradual deterioration.**
- 2 of preventative maintenance, routine adjustment or cleaning.**
- 3 of an alteration, addition, improvement, overhaul or non-essential repair.**
- 4 to repair or replace a scratched painted or polished surface.**
- 5 to replace or repair a disk or other media.**
- 6 to replace information or a software program.**

See 'What is not insured under any section of this policy' on page 44 as it describes additional circumstances which are not insured under this section of the policy.

What We pay for Accidental damage to or theft of electronic equipment

We will pay:

- the reasonable cost to repair or replace the damaged item of equipment; or
- if We can't repair or replace the damaged item of equipment, We will pay what it would cost to buy a new item of a similar make or model,

up to the sum insured limit shown on the Certificate of Insurance for the item of electronic equipment.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

We do not pay for an international freight charge, unless the cost is incurred with Our prior written consent.

Special conditions for the insurance of electronic equipment

Reinstatement of sum insured

If a sum insured is shown for an item on the Certificate of Insurance and We pay:

- less than that sum insured for a claim for that item, We reinstate that sum insured unless We told You when the claim was settled that the sum insured would only be reinstated if You paid an additional premium and accepted any additional conditions We require
- the amount of that sum insured for a claim for that item, the sum insured is not reinstated.

If We pay the sum insured for an item, We suggest You contact Us to discuss insuring the replacement item.

Unoccupied building

This policy does not provide any insurance if the insured equipment is stolen from or Accidentally damaged in a building which is unoccupied and has been so unoccupied for at least 90 consecutive days before the loss or damage unless:

- You tell Us before the 90 days begin and We agree to continue to insure the equipment while it is in the building; and
- You ensure that all of the building's gates, doors and windows are left securely locked.

Section 2: the insurance for increased costs of working

This section of the policy insures You against Your increased costs of working as a direct consequence of an interruption to the normal operation of a computer, word processor or typesetting computer shown on the Certificate of Insurance directly caused by Accidental damage to or theft of that electronic equipment during the Period of Insurance if:

- 'Increased costs of working' is shown on the Certificate of Insurance; and
- We have paid or agreed to pay for the damage or theft under section 1 of this policy or You had the damaged computer, word processor or typesetting computer repaired under a maintenance agreement.

What is not insured for increased costs of working

You are not insured under this section of the policy for:

1 a cost You incur during an interruption to:

- alter, add to or improve an item of equipment or a system
- necessary cleaning, adjusting, inspecting or maintaining an item of equipment.

2 more than four consecutive weeks interruption due to a delay in repairing or restoring an item manufactured overseas if the delay is wholly or partially caused by the time taken to:

- comply with an order, measure or restriction imposed by a public authority
- procure a replacement item of equipment or part from overseas
- transport an item of equipment or parts between the Business Premises and an overseas place of repair or restoration

- bring an overseas based specialist or consultant to Australia to attend to repairs or restoration.

See 'What is not insured under any section of this policy' on this page as it describes additional circumstances which are not insured under this section of the policy.

What We pay for increased costs of working

We pay:

- for the increased costs of working You incur to the extent You would not have incurred the costs but for the item of equipment being damaged or stolen; and
- only for increased working costs You incur during the 'Indemnity period' shown on the Certificate of Insurance (which only begins when the damage or theft occurs and only after the 'Deductible period' shown on the Certificate of Insurance has elapsed).

The amount We pay is limited to the extent to which the expenditure exceeds what it would have cost to operate the item of equipment but for the loss or damage.

We pay up to the sum insured shown on the Certificate of Insurance for 'Increased costs of working' for all claims arising out of damage or theft of electronic equipment during the Period of Insurance.

Section 3: the insurance for electronic data processing media and information

This section of the policy insures You against physical loss of or physical damage to electronic data processing media and information installed in a computer, word processor or typesetting computer shown on the Certificate of Insurance if:

- 'Electronic data processing media and information' is shown on the Certificate of Insurance; and
- the loss or damage occurs during the Period of insurance:
 - at the Business Premises
 - at a media storage location in Australia
 - anywhere in Australia where

the computer, word processor or typesetting computer is temporarily located for processing purposes

- on a journey between any of the above locations.

What is not insured for electronic data processing media and information

You are not insured under this section of the policy for:

- wear and tear.**
- loss or distortion of data information or a record which is not directly caused by physical damage to the data media material.**
- loss or damage directly or indirectly caused by or arising out of:**
 - a fault which You, an Employee or Your agent knew or ought reasonably to have known about at the time of the loss or damage
 - atmospheric moisture or temperature, unless directly caused by physical damage to or a malfunction of an air conditioner at the Business Premises during the Period of Insurance.

See 'What is not insured under any section of this policy' on this page as it describes additional circumstances which are not insured under this section of the policy.

What We pay for electronic data processing media and information

We pay:

- the retail cost to replace the damaged data processing media with media of a similar make and model; and
- the reasonable cost You incur to restore the information lost, destroyed, disrupted or corrupted by the damage to the data processing media to a condition equivalent to that existing immediately prior to the damage; and
- the extra charges You reasonably incur for overtime and work on

public holidays necessitated by the damage to replace the media and restore the information,

but only if You replace the media and restore the information within three months of the loss or damage occurring.

We pay up to the sum insured shown on the Certificate of Insurance for 'Electronic data processing media and information'.

What is not insured under any section of this policy

Whatever type of cover You have, this policy does not insure You against loss or damage:

- directly caused by rain, hail or snow to an insured item unless that item was contained in a vehicle or a fully enclosed and roofed building when the loss or damage occurred.**
- directly caused by earth movement no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion or heaving, unless the loss or damage is directly caused by:**
 - earthquake; or
 - water overflowing, leaking or bursting from a fixed pipe or fixed system and that loss or damage occurs within 72 hours of such overflowing, leaking or bursting.

In respect of (b) above We only pay up to \$10,000 for any one claim.

- directly caused by Flood.**
- directly caused by sea or tidal wave (even if caused by an earthquake).**
- directly caused by Storm Surge or tsunami.**
- that is recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement.**

Motor vehicle policy

This policy offers a variety of different insurance so that You can choose the one that best suits Your particular needs.

You only have this policy if the risk 'Motor vehicle' is shown on the Certificate of Insurance.

The General conditions on pages 13 and 14 and the General exclusions on page 15 apply to this policy. The General definitions on pages 16 and 17 apply to words used in this policy.

The types of cover We offer	46	Signwriting costs	50
The use of Your Vehicle for which You are insured under section 1 of this policy (if Your Vehicle is damaged or stolen) and section 2 of this policy (the insurance for legal liability)	47	Windscreen bonus	50
What is not insured under section 1 of this policy	47	Optional benefits for Private Use with 'Comprehensive' cover	
When You are not insured under sections 1 and 2 of this policy	47	Named drivers only	50
Section 1: what You are insured for if Your Vehicle is damaged or stolen	47	No claim bonus protection	50
Additional benefits – Private Use with 'Comprehensive' cover		Optional benefit for 'Comprehensive' cover – all uses	
AAA rating bonus	49	Hire car benefit	50
Automatic cover for replacement vehicle	49	Section 2: the insurance for legal liability	50
Hire costs	49	What is not insured for legal liability	51
Insurance of a hired or borrowed vehicle	49	What We pay for legal liability	51
Personal property	49	Additional benefits for legal liability	
Trailer	49	Damage to Your Vehicle by an uninsured vehicle	51
Additional benefits – all uses with 'Comprehensive' cover		Other vehicles	51
Emergency repairs and towing	49	Your employer or principal	51
General average/salvage costs	49	Special condition which applies to sections 1 and 2 of this policy – excesses	
No Claim Bonus	50	Excesses for young, inexperienced and other drivers	51
Recovery costs	50	Vehicle excess	52
Replacement keys and locks	50	Special definitions of words used in this policy	53

The types of cover We offer

We offer three different types of insurance against the physical loss of or physical damage to Your Vehicle and Your liability for Damage to Property or Personal Injury caused by Your Vehicle. The table below shows each type of insurance cover We offer.

The extent of insurance You have depends on the type of insurance cover You have taken out.

The vehicle You have insured and the cover You have taken out for it is shown on the Certificate of Insurance.

IF THE CERTIFICATE SHOWS	YOU GET
Comprehensive	<p>insurance against Accidental damage to or theft of Your Vehicle</p> <p>plus the additional benefits noted in this policy for Private Use if 'Private Use' is shown on the Certificate of Insurance</p> <p>plus the insurance for legal liability</p> <p>plus the additional benefits for legal liability</p>
Fire theft and legal liability	<p>insurance for fire and theft only</p> <p>plus the insurance for legal liability</p> <p>plus the additional benefits for legal liability</p>
Legal liability	<p>insurance for legal liability</p> <p>plus the additional benefits for legal liability (You are not insured against damage to Your Vehicle except in very limited circumstance – see page 51 – Damage to Your Vehicle by an uninsured vehicle)</p>

The use of Your Vehicle for which You are insured under section 1 of this policy (if Your Vehicle is damaged or stolen) and section 2 of this policy (the insurance for legal liability)

We allow You to insure Your Vehicle for one of three uses: 'Private Use', 'Business Use' or 'Farm Use'. We tell You in the special definitions on page 53 what We mean by each of these terms.

The use for which Your Vehicle is insured is shown on the Certificate of Insurance.

What is not insured under section 1 of this policy

You are not insured under section 1 of this policy against:

- 1 wear, tear, corrosion, rust or gradual deterioration.**
- 2 a structural failure, mechanical, electrical, electronic or hydraulic breakdown, failure or breakage.**
- 3 damage to a tyre or continuous track directly caused by the road, by the application of brakes or by a puncture or burst, unless there is other damage to Your Vehicle in the same incident and some or all of that other damage is covered by the cover You selected.**
- 4 loss of use except as specifically provided in this policy or shown on the Certificate of Insurance.**
- 5 theft by any person:**
 - who is insured by this policy
 - to whom Your Vehicle is on hire
 - for whose debt Your Vehicle is security under an agreement entered into by any Person insured by this policy.

When You are not insured under sections 1 and 2 of this policy

You are not insured under section 1 and section 2 of this policy while Your Vehicle:

- 1 is being driven, towed, operated by or in the charge of a person who:**
 - did not have a licence required by law
 - was not complying with all of the terms and conditions of their licence
 - was under the influence of alcohol or a drug
 - had more than the legal limit of alcohol or a drug in their blood
 - subsequently refused to undergo a legal test for the amount of alcohol or a drug in their blood in connection with their driving, towing, operating or being in charge of the vehicle.
- 8 is carrying a passenger for payment unless as part of a private vehicle pooling arrangement.**
- 9 is being let or hired.**
- 10 is being used to teach driving skills for reward.**
- 11 is running on rails other than as cargo.**
- 12 is not running solely on solid ground.**

If You were not the driver or the person operating or in charge of the vehicle at the time of the loss, damage or Occurrence, We will not rely on this exclusion if You can satisfy Us that at the time of the loss, damage or Occurrence You did not know and could not reasonably have known, that the driver or person operating or in charge of Your Vehicle:

- *did not have the required licence*
 - *was not complying with all of the terms and conditions of their licence*
 - *was or might be under the influence of alcohol or a drug.*
- 2 is being used for a use other than the one shown on the Certificate of Insurance.**
 - 3 is being used whilst unregistered when the law requires it to be registered.**
 - 4 is operated in an unsafe or unroadworthy condition, and that caused or contributed to the loss or damage.**
 - 5 forms part of Your stock in trade.**
 - 6 is involved in or being prepared for, an experiment, a stunt, racing, pace-making, a reliability trial, speed or hill climbing, a sporting event or a demonstration.**
 - 7 is carrying, lifting or towing a heavier load or carrying more passengers than designed for or permitted by law, to the extent that Your failure to adhere to the lawful requirement caused or contributed to the loss or damage.**

Section 1: what You are insured for if Your Vehicle is damaged or stolen

Comprehensive cover

If Your Vehicle is Accidentally damaged or stolen in Australia during the Period of Insurance and 'Comprehensive' is shown on the Certificate of Insurance, We may at Our option:

- repair the damage or pay You the reasonable cost of repairs at the time of the damage; or
- if Your Vehicle is stolen or is a Total Loss and:
 - 'Private Use' and 'Agreed Value' are shown on the Certificate of Insurance, pay You the Agreed Value for Your Vehicle; or
 - 'Private Use' and 'Retail Cost' are shown on the Certificate of Insurance, pay You the Retail Cost; or
 - 'Business Use' or 'Farm Use' are shown on the Certificate of Insurance, pay You the Retail Cost up to the sum insured limit for Your Vehicle.

Our choice will have regard to the circumstances of Your Claim and consider any preference You may have.

If Your Vehicle:

- is stolen, Your Vehicle becomes Our vehicle upon Us paying You on the basis that Your Vehicle has been stolen;
- is a Total Loss, We are entitled to claim the wreck if We pay You:
 - the Retail Cost; or
 - the Agreed Value if 'Agreed Value' is shown on the Certificate of Insurance

- is a Total Loss, You are entitled to the wreck if We pay You the sum insured (if an amount is shown for the sum insured), but if the sum insured is less than the Retail Cost, We deduct from what We pay the amount by which the sum insured plus the value of the wreck exceeds the Retail Cost;
- is stolen or is a Total Loss, all insurance ceases and You will not be entitled to any refund of premium. You will need to take out new insurance cover for Your replacement vehicle.

We regard Your Vehicle as stolen if it is not found within 2 weeks of Your reporting it as stolen to the police and the police have recorded it as so stolen.

Fire theft and legal liability

If Your Vehicle is Accidentally damaged by fire, damaged by a thief or stolen in Australia during the Period of Insurance and 'Fire theft and legal liability' is shown on the Certificate of Insurance, We may at Our option:

- repair the damage or pay You the reasonable cost of repairs at the time of the damage; or
- if Your Vehicle is stolen or is a Total Loss, pay You the Retail Cost, up to the sum insured limit.

Our choice will have regard to the circumstances of Your Claim and consider any preference You may have.

If Your Vehicle:

- is stolen, Your Vehicle becomes Our vehicle upon Us paying You the sum insured or Retail Cost;
- is a Total Loss, You are entitled to the wreck if We pay You the sum insured (if an amount is shown for the sum insured), but if the sum insured is less than the Retail Cost, We deduct from what We pay the amount by which the sum insured plus the value of the wreck exceeds the Retail Cost;
- is a Total Loss, We are entitled to claim the wreck if We pay You the Retail Cost;
- is stolen or is a Total Loss, all insurance ceases and You will not be entitled to any refund of premium. You will need to take out new insurance cover for Your replacement vehicle.

We regard Your Vehicle as stolen if it

is not found within 2 weeks of Your reporting it as stolen to the police and the police have recorded it as so stolen.

New vehicle

We replace Your Vehicle with a new vehicle of a similar make and model or at Our option, pay You what it would cost to do so if:

- Your Vehicle is stolen or is a Total Loss as a result of an insured event; and
- 'Private Use' and 'Comprehensive' are shown on the Certificate of Insurance; and
- at the time of the theft or of the damage causing the Total Loss Your Vehicle's original registration was less than two years old and it was new or a demonstration model when You purchased it; and
- the odometer reading is 35,000 kilometres or less at the time of the theft or of the damage causing the Total Loss; and
- the Agreed Value (if 'Agreed Value' is shown on the Certificate of Insurance) is at least 80% of what it would cost to buy the new vehicle (excluding the cost of registration, stamp duty, transfer fees and insurance).

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

We regard Your Vehicle as stolen if it is not found within 2 weeks of Your reporting it as stolen to the police and the police have recorded it as so stolen.

If We pay You the cost of a new vehicle, We:

- calculate the amount We pay as if the vehicle is readily available locally; and
- do not include in the cost of the new vehicle registration, insurance or stamp duty.

If 'Agreed Value' is shown on the Certificate of Insurance and that Agreed Value is:

- more than what it would cost to buy the new vehicle; or
- less than 80% of what it would cost to buy the new vehicle,

then We will pay You the Agreed Value.

Please speak to Us if You want to insure tools which are not normally offered for sale with Your type of vehicle.

Our repair policy

We have established a network of partnered repairers. These repairers must meet Our stringent acceptance criteria which requires a high standard of repair and service.

When You use one of Our partnered repairers You do not need to shop around for quotes and We will guarantee the quality of the workmanship and materials used in the repair.

You may choose Your own repairer, but if You do, We may require You to provide two quotes for the repair of Your Vehicle, including one from a repairer of Our choice.

If Your Vehicle is at Your chosen repairer and We want to obtain an alternative quote for repairs, We may arrange to move Your Vehicle to another repairer at Our expense.

If We agree to repair Your Vehicle then We will use parts suitable for Your Vehicle's age and condition, as follows:

- in most circumstances new Original Equipment Manufacture (OEM) approved parts will be used if Your Vehicle is under three years old
- new and/or reusable non-mechanical or reconditioned OEM parts may be used in the following circumstances:
 - Your Vehicle is over three years old; and
 - it does not affect the safety or the structural integrity of Your Vehicle; and
 - it complies with the applicable Australian Design Rules and Your Vehicle's manufacturer's specifications
- for Windscreens, We use parts which are compliant with Australian Design Rules.

If We have paid or agreed to pay a claim under this policy and any part for Your Vehicle is unavailable in Australia, Our liability for the cost of freighting that part to Australia will be limited to that arising from sea transportation only.

We will not pay an international air freight charge or an amount exceeding the manufacturer's list price for any part, unless the charge or amount is incurred with Our prior consent.

If the repairer needs to engage the services of a specific specialist repairer and/or supplier that repairer may sublet some of the repair work to such specialist repairer or supplier.

If We authorise the repairs to Your Vehicle, We will guarantee the workmanship on the repairs authorised by Us for the life of Your Vehicle.

We will handle any complaint about the quality or timeliness of the work or conduct of the repairer under 'Our Complaints Handling Procedure' contained within the 'Important Information applying to all policies' section of this Plan.

Additional benefits – Private Use with 'Comprehensive' cover

You have these additional benefits if 'Private Use' and 'Comprehensive' are shown on the Certificate of Insurance for Your Vehicle.

You do not have these additional benefits if a trailer, motorised caravan, mobile or motor home or motor cycle is shown as Your Vehicle on the Certificate of Insurance.

AAA rating bonus

We give You 'AAA' rating when You have insured Your Vehicle with Us under a comprehensive cover for at least two consecutive years on a full no-claim bonus and You have not made a claim for theft or an Accident involving that vehicle or a replacement vehicle where You are at fault.

If You have 'AAA' rating for Your Vehicle, You keep Your entitlement to a no-claim bonus in connection with Your Vehicle if You make only one claim on this policy where You are at fault.

In addition, if Your Vehicle becomes unusable as a result of Accidental damage or theft during the Period of Insurance, We pay up to \$1,000 in total for the reasonable:

- costs You incur to obtain transport to Your home, to Your destination or to alternative accommodation; and
- rent You incur for alternative accommodation; and
- hire costs You incur for a temporary replacement vehicle of a similar type. We do not pay

these vehicle hire costs if You are entitled to the additional benefit 'Hire costs' after Your Vehicle is stolen.

Automatic cover for replacement vehicle

If You replace Your Vehicle during the Period of Insurance, this policy will insure the replacement vehicle from its date of purchase until the end of that Period of Insurance if:

- You tell Us within 14 days of buying the replacement vehicle; and
- the value of the replacement vehicle (excluding the cost of registration, stamp duty, transfer fees and insurance) is not more than:
 - \$150,000 for any replacement vehicle except a caravan
 - \$50,000 for a caravan; and
- You pay the additional premium and accept any additional terms We require.

Hire costs

If Your Vehicle is stolen during the Period of Insurance, We pay up to \$1,000 towards the reasonable hire costs You incur for a temporary replacement vehicle of a similar type for up to 14 days or the date Your Vehicle is recovered in a useable and roadworthy condition, whichever is earlier. We do not pay for fuel, running costs or other charges.

Insurance of a hired or borrowed vehicle

If Your Vehicle is stolen or damaged and We have paid or agreed to pay a claim for it under this policy, We also insure a vehicle that You hire or borrow as a temporary replacement for up to 14 days from the date of the Accidental damage or theft, against Accidental damage or theft. We only pay a claim in respect of that vehicle if We would have paid a claim under this policy if it had been Your Vehicle.

We pay any claim on the same terms and conditions as We would for Your Vehicle, up to the:

- Agreed Value if 'Agreed Value' is shown on the Certificate of Insurance; or
- Retail Cost if 'Retail Cost' is shown on the Certificate of Insurance.

Personal property

We pay up to \$500 for Your personal property contained in the boot or cab of Your Vehicle if during the Period of Insurance it is:

- stolen – but only if Your Vehicle was securely locked at the time of the theft
- Accidentally damaged by fire, collision or overturning of Your Vehicle.

We do not pay for loss of or damage to:

- cash; or
- goods connected with any trade, business or occupation.

Trailer

We pay up to \$1,000 for damage or loss of a two-wheel box trailer You own if it is Accidentally damaged or stolen during the Period of Insurance while attached to Your Vehicle.

You do not get this benefit if the trailer is shown as Your Vehicle on the Certificate of Insurance.

This benefit is otherwise subject to the terms of this policy.

Additional benefits – all uses with 'Comprehensive' cover

You have these additional benefits if 'Comprehensive' is shown on the Certificate of Insurance for Your Vehicle.

Emergency repairs and towing

If We have paid or agreed to pay a claim for damage to Your Vehicle, We also pay up to \$5,000 towards the reasonable cost You incur to have:

- Your Vehicle towed from the place at which it was damaged to the nearest safe or secure place or any other place that We have approved; and
- emergency repairs carried out on Your Vehicle to make it safe and roadworthy, as a result of that damage.

General average/salvage costs

This policy is extended to insure You for general average or salvage which You are charged for a loss occurring during the Period of Insurance in relation to a ship transporting Your Vehicle by sea within Australian territorial waters.

No Claim Bonus

A 'No Claim Bonus' is a discount that can be earned on eligible Comprehensive policies in recognition of a claims-free record.

Your current Certificate of Insurance will show any No Claim Bonus and any benefits that apply to Your Motor Vehicle policy.

The No Claim Bonus is calculated on each Vehicle insured under Your Motor Vehicle policy unless Your claims history does not entitle You to a No Claim Bonus.

We calculate Your No Claim Bonus rating based on:

- Your claims history, and
- number of years You have been licenced for.

Each year at renewal, Your Vehicle's No Claim Bonus is re-calculated.

If You make a claim in respect of a Vehicle and We are satisfied that You are 'at-fault', Your No Claim Bonus in respect of that vehicle will be reduced when You renew Your Motor Vehicle policy.

Your No Claim Bonus rating will increase after each claim free year until You reach Our maximum Rating 1.

You do not have to pay an excess on a claim and You do not lose Your no-claim bonus if Your Vehicle is Accidentally damaged and We are satisfied that the driver of Your Vehicle was not at fault and You provide Us with the registration number of the other vehicle and the name and contact details of its owner or driver.

The No Claim Bonus discount will not apply to the premium relating to Optional benefits, Caravan annexe and contents cover, and may not apply to some Additional benefits under this Motor Vehicle policy.

Recovery costs

If Your Vehicle is stolen during the Period of Insurance and recovered within two weeks of it being stolen, We pay up to \$500 towards the cost of returning Your Vehicle to the place where You usually keep it.

Replacement keys and locks

If during the Period of Insurance:

- a key to Your Vehicle is stolen; or
- a lock barrel of Your Vehicle is damaged by someone in

the course of them stealing or attempting to steal Your Vehicle,

We pay up to \$1,000 towards the reasonable cost You incur to replace a damaged key and lock barrel.

Signwriting costs

If Your Vehicle is:

- stolen and We have paid or agreed to pay a claim for it under this policy, We pay up to \$2,000 towards the cost You reasonably incur to apply signwriting to Your replacement vehicle to the same specification as any signwriting as originally on Your Vehicle
- damaged and We have paid or agreed to pay a claim for the damage under this policy, We pay up to \$2,000 towards the cost You reasonably incur to redo any signwriting on Your Vehicle which was damaged.

Windscreen bonus

You do not lose Your no-claim bonus for a broken Windscreen claim if:

- the Windscreen was broken by Accident; and
- the broken Windscreen is the only damage to Your Vehicle arising out of the Accident; and
- this is Your first claim for a Windscreen damaged during the Period of Insurance.

Where damage occurs that includes damage to Windscreen rain sensors or heaters which require replacement or recalibration, then damage to Windscreen is not the only damage and the Windscreen bonus does not apply.

Optional benefits for Private Use with 'Comprehensive' cover

Named drivers only

Depending on Your circumstances, We may offer to reduce Your premium if You take reduced insurance cover for Accidental damage to Your Vehicle as described in this benefit. You only have this benefit if We offer You this benefit and You accept Our offer.

If 'Named drivers only' is shown on the Certificate of Insurance, You are not insured for Accidental damage to Your Vehicle unless the person who was driving or in charge of Your Vehicle when the damage occurred:

- is named on the Certificate of Insurance as a 'Regular driver' or 'Additional driver' of Your Vehicle
- was not at fault
- was driving Your Vehicle to seek emergency medical treatment for a person in Your Vehicle
- was driving Your Vehicle in their capacity as a car park attendant
- was driving Your Vehicle in connection with repairing, servicing or testing it for reward.

This benefit is otherwise subject to the terms of this policy.

No Claim Bonus Protection

If Your Motor Vehicle policy is eligible for the 'No Claim Bonus protection' option, it will be shown on the Certificate of Insurance as an Optional benefit You have selected. You retain Your entitlement to a No Claim Bonus in connection with Your Vehicle if You make only one claim on this policy where You are at fault for the loss or damage.

You are only entitled to this benefit if:

- Your 'No Claim Bonus' is at least 60% and You do not yet have AAA rating bonus; and
- You pay Us the premium We require for this benefit.

Optional benefit for 'Comprehensive' cover – all uses

Hire car benefit

If 'Hire Car Benefit' is shown on the Certificate of Insurance and during the Period of Insurance Your Vehicle becomes unusable as a result of Accidental damage, We will pay up to \$500 towards the cost to hire a vehicle of a similar type for the earlier of 14 days from the time Your Vehicle becomes unusable, or until Your Vehicle is repaired. We do not pay for fuel, running costs or other charges.

Section 2: the insurance for legal liability

If 'Comprehensive', or 'Fire theft and legal liability', or 'Legal liability' are shown on the Certificate of Insurance, this policy insures You, and anyone driving or in charge of Your Vehicle with Your permission, against legal liability to pay compensation for Personal Injury or Damage to Property which:

- happens in Australia during the Period of Insurance; and
- is directly caused by, or by the use of, Your Vehicle; and
- arises out of an Occurrence.

What is not insured for legal liability

This policy does not insure You against liability:

1 for Personal Injury to:

- You or any member of Your Family or a person driving or in charge of Your Vehicle or any relative of that person
- a person living permanently with a person insured by this policy
- an Employee, or a worker, agent, contractor or subcontractor employed or engaged by any Person insured by this policy.

2 for Personal Injury if Your Vehicle is registered or the Person making the claim on this policy is required by law to be insured against that liability under another policy of insurance

3 arising pursuant to or in connection with an agreement in which You expressly take on a legal liability which would not have been imposed if the agreement had not been made

4 for loss of or damage to property belonging to a Person insured under this policy

5 for loss of or damage to the load or contents of:

- Your Vehicle
- any vehicle towed by Your Vehicle.

What We pay for legal liability

We pay up to the limit of indemnity shown on the Certificate of Insurance as the 'Legal liability limit'. We pay up to this amount for all claims (including all costs and expenses) arising from the one Occurrence or series of Occurrences.

Other policies

The limits described are the maximum We pay under this policy and under any other policies We issue to You in this Plan even though You may have a claim under another policy.

Additional benefits for legal liability

Damage to Your Vehicle by an uninsured vehicle

If Your Vehicle is involved in a collision with another vehicle during the Period of Insurance, We will pay for the following up to an aggregate total amount of \$5,000:

- for the repair of damage to Your Vehicle if it is not a total loss
- where Your Vehicle is a total loss, provided We are entitled to claim the wreck and any payment does not exceed the Retail Cost where this amount is less than \$5,000;
- the cost of towing Your Vehicle to the nearest safe or secure place.

We will only pay this additional benefit for legal liability if:

- 'Fire theft and legal liability' or 'Legal liability' together with 'Private Use' are shown on the Certificate of Insurance for Your Vehicle; and
- We are satisfied the driver of Your Vehicle was not to blame for the collision and You supply Us with the registration number of the other vehicle and the name and address of its owner or driver; and neither the owner nor the driver of the other vehicle is insured against their liability for the damage to Your Vehicle.

In order for Us to resolve whether You or another person was at fault, We may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that may apply to the claim circumstances. If We are unable to determine who was at fault, the excess is payable.

Other vehicles

We treat a vehicle You do not own but which is in Your legal possession, custody or control as Your Vehicle if You are using it as a temporary replacement for Your Vehicle because Your Vehicle is not in a useable condition at the time.

You have this additional benefit for legal liability if only one temporary replacement vehicle is being used at any one time in place of Your Vehicle.

Your employer or principal

This policy is extended to insure Your employer or principal against their legal liability directly caused by Your use of Your Vehicle for their business. You do not have this benefit if Your Vehicle belongs to Your employer or principal.

We only pay this benefit if We agree to indemnify You against Your legal liability incurred while You are using Your Vehicle for their business.

This benefit is otherwise subject to the terms of this policy.

Special conditions which apply to sections 1 and 2 of this policy – excesses

The excesses below apply to sections 1 and 2 of this policy.

If more than one of these excesses is applicable, then You will be required to pay all of them and also any other applicable excess shown on the Certificate of Insurance.

Excesses for young, inexperienced and other drivers

This excess is in addition to the other excesses described in this special condition.

In calculating Your premium, We take into account the age and experience of the people who will be driving, operating and in charge of Your Vehicle.

The amount of this excess is shown on the Certificate of Insurance as the 'Driver excess'. A driver excess is payable if at the time of the loss or damage or Occurrence the person driving or operating or in charge of Your Vehicle, or driving or operating or in charge of a vehicle towing Your caravan or trailer:

- is:
 - under 19 years of age
 - 19 – 20 years of age
 - 21 – 24 years of age
 - 25 years of age or more but has not held an Australian driver's licence for two or more years for the type of vehicle being driven at the time of the event.
- has held a licence for less than two consecutive years following re-issue or reinstatement of a driving licence after its cancellation or suspension.

You do not have to pay a 'Driver excess' if:

- Your Vehicle is stolen or damaged as a result of theft or attempted theft by anyone other than a member of Your Family
- You are entitled to the additional benefit 'No Claim Bonus' described on page 50
- Your claim is only for damage to a Windscreen
- Your claim is only for additional benefit 'Damage to Your Vehicle by an uninsured vehicle' described on page 51.

Vehicle excess

The amount of this excess is shown as a 'Vehicle excess' on the Certificate of Insurance. It is payable on a claim in connection with the vehicle insured by this policy or any vehicle being used temporarily as a replacement for it.

You do not have to pay the vehicle excess if:

- You are entitled to the additional benefit 'No Claim Bonus' described on page 50
- it relates to a claim for the additional benefit 'Damage to Your Vehicle by an uninsured vehicle' described on page 51
- the claim against You is for damage to an underground service or underground property or loss as a result of the damage and You are not claiming for damage to Your Vehicle.

Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

Agreed Value means the amount shown on the Certificate of Insurance for Your Vehicle as 'Agreed Value'.

Business Use means:

- use in connection with Your occupation or business; and
- use for social, domestic and pleasure purposes.

Business Use includes Your Vehicle being used:

- in connection with repairs, servicing and testing
- to teach someone to drive for free
- in a demonstration while selling Your Vehicle.

Farm Use means:

- use in connection with Your occupation as a farmer; and
- use for social, domestic and pleasure purposes.

Farm Use includes Your Vehicle being used:

- in connection with repairs, servicing and testing
- to teach someone to drive for free
- in a demonstration while selling Your Vehicle.

Private Use means:

- use for social, domestic and pleasure purposes; and
- use by You in person in connection with Your business or occupation but not when You are using Your Vehicle for the business or occupation of:
 - outdoor sales, commercial travelling, collecting or delivery, insurance assessing, a manufacturer's agent, a stock or station agent, an auctioneer, a real estate agent or a sales agent, a driving instructor, a motor trade; or
 - carrying goods, articles or passengers for payment (however, You can use it in a private pool or car sharing arrangement if You do not make a profit).

Private Use includes Your Vehicle being used:

- in connection with repairs, servicing and testing
- to teach someone to drive for free
- in a demonstration while selling Your Vehicle.

Retail Cost means what it would cost to buy a vehicle of a similar make, model and condition to Your Vehicle at the time of the loss or damage excluding the cost of registration, stamp duty, transfer fees and insurance.

Total Loss means where We decide Your Vehicle is a total loss. This will usually be when the cost to repair Your Vehicle, plus any amount We can obtain for Your Vehicle's salvage; is more than the Retail Cost.

Your Vehicle means the vehicle shown on the Certificate of Insurance and including the following:

- metallic paint, rust proofing, window tinting, mudflaps, headlight protectors, spoilers, car mats, roof racks (but not bike or ski racks) and any tow, roo, bull, nudge and side bars and any spotlights, fog lights or similar lights attached to them; and
- tools and accessories that:
 - the manufacturer fitted as standard to the vehicle shown on the Certificate of Insurance; or
 - the manufacturer originally supplied and the manufacturer or dealer fitted to the vehicle shown on the Certificate of Insurance,

but not a caravan annexe even if the Certificate of Insurance shows Your Vehicle as a caravan; and

- modifications specified on the Certificate of Insurance under the heading 'Modifications'; and
- accessories specified on the Certificate of Insurance under the heading 'Accessories'; and
- non-specified accessories up to a total value of \$500 if no accessories are specified on the Certificate of Insurance under the heading 'Accessories';

that are part of, on, attached to, or locked in, Your Vehicle at the time of the loss or damage.

Windscreen means a windscreen, side window or rear window, but does not include a sun roof or windscreen accessories such as rain sensors or windscreen heating.

Pleasure boat policy

This policy insures Your Boat.

You only have this policy if the risk 'Pleasure boat' is shown on the Certificate of Insurance.

The General conditions on pages 13 and 14 and the General exclusions on page 15 apply to this policy. The General definitions on pages 16 and 17 apply to words used in this policy.

The types of cover We offer	55	Section 2: the insurance for legal liability	56
Section 1: the insurance against Accidental damage or theft of Your Boat	55	What is not insured for legal liability	56
What is not insured under section 1 of this policy	55	When You are insured under sections 1 and 2 of this policy	56
What We pay if Your Boat is damaged or stolen	55	When You are not insured under sections 1 and 2 of this policy	56
Additional benefits		What We pay for legal liability	57
Automatic cover for a replacement boat	55	Special definitions of words used in this policy	57
Clean up costs	55		
Equipment and accessories	56		
Stranding	56		
Towing	56		
Personal Effects	56		

The types of cover We offer

We offer insurance cover for:

- Accidental damage to and theft of Your Boat
- legal liability You incur in using Your Boat.

Section 1: the insurance against Accidental damage or theft of Your Boat

If Your Boat is not a Surfcat, sailboard or similar fun craft, then this policy insures You against the following if they occur during the Period of Insurance:

- Accidental damage to Your Boat
- theft of or from Your Boat.

If Your Boat is a Surfcat, sailboard or similar fun craft, then this policy insures You against the following if they occur during the Period of Insurance:

- damage to Your Boat directly caused by fire or collision or impact with any object
- theft of or damage to Your Boat directly caused by theft or attempted theft but only if at the time of the theft or attempted theft:
 - a substantial anti-theft device was attached both to Your Boat and a stanchion; and
 - the theft or attempted theft involved the damage or destruction of the device
- theft of or damage to Your Boat directly caused by theft or attempted theft following forcible entry to the building where Your Boat is kept (but only if the building is locked).

What is not insured under section 1 of this policy

Section 1 does not insure You against:

1 damage to:

- a motor that falls from the hull of Your Boat
- the treatment of the bottom of Your Boat or paintwork of Your Boat
- any moorings.

2 damage directly caused by:

- structural failure
- mechanical, electrical, electronic or hydraulic breakdown
- wear, tear, corrosion, timber rot, electrolysis, rust or gradual deterioration
- vermin, insects or borers
- marine growth.

3 damage directly or indirectly caused by or arising out of a fault in Your Boat of which You were aware or of which You ought reasonably to have been aware at the time of the damage.

4 theft or attempted theft or deliberate or malicious damage by any Person:

- insured by this Pleasure boat policy
- who is the creditor of any debt which is secured against Your Boat under any agreement entered into by a Person insured by this Pleasure boat policy.

Please also refer to the information on page 56, 'When You are insured under sections 1 and 2 of this policy' and pages 56 and 57 'When You are not insured under sections 1 and 2 of this policy'.

What We pay if Your Boat is damaged or stolen

If Your Boat is damaged or stolen, We may at Our option:

- repair or replace it; or
- pay You the reasonable cost to repair or replace it at the time of the damage or theft.

We pay the Retail Cost as New up to the sum insured shown on the Certificate of Insurance.

Our choice will have regard to the circumstances of Your Claim and consider any preference You may have.

We also pay You up to 50% of the sum insured for the hull for the total of:

- any expense You reasonably incur to avoid or limit a loss, damage or Salvage Charges; and
- Salvage Charges You incur.

We do not pay for an international freight charge or an amount exceeding the manufacturer's list price for a part unless the charge or price is incurred with Our consent.

Total loss

If We consider Your Boat is a total loss, We pay:

- the Retail Cost as New if it is less than 3 years old from the date of manufacture and the sum insured shown on the Certificate of Insurance is at least 80% of the Retail Cost as New; or
- the Retail Cost up to the sum insured shown on the Certificate of Insurance if Your Boat is 3 years or older from the date of manufacture.

We are entitled to claim the wreck if We pay at least the Retail Cost.

We regard Your Boat as a total loss if the cost of repairs plus salvage value equals or exceeds the sum insured or Retail Cost or it is not found within 2 weeks of Your reporting it as stolen to the police.

When You are deciding on a sum insured for the hull, remember that it needs to be enough to cover the permanent attachments to the hull.

Additional benefits

Automatic cover for a replacement boat

If You replace Your Boat with a similar boat during the Period of Insurance, this policy will insure the replacement boat for 14 days from the date of purchase if:

- You buy the replacement boat within 30 days of selling or disposing of Your Boat; and
- the replacement boat costs no more than double the Retail Cost of Your Boat at the time You sold or disposed of it (excluding registration costs and insurance).

This benefit is otherwise subject to the terms of this policy.

Clean up costs

We pay up to \$20,000 towards the reasonable costs You incur to clean up oil, diesel, petroleum products, effluent or sewerage Accidentally released or discharged from Your Boat for all claims arising out of the one event, if the clean up occurs:

- during the Period of Insurance; and
- within 24 hours of the Accidental release or discharge.

This benefit is in addition to the sum insured.

Equipment and accessories

If an item of 'Equipment and accessories' is shown on the Certificate of Insurance, the item specified is insured against:

- Accidental damage directly caused by Your Boat being stranded or sunk, catching on fire, or colliding with any external object
- theft if Your Boat is stolen and the item is on or in Your Boat at the time
- theft following forcible entry to Your Boat or the building where it is kept (but only if Your Boat or building is locked),

occurring during the Period of Insurance.

We pay the Retail Cost as New, or the sum insured shown on the Certificate of Insurance for the damaged or stolen item, whichever is less.

If 'Equipment and accessories' is not shown on the Certificate of Insurance, We pay up to \$500 for all claims for any item or items of equipment or accessories damaged or stolen as a result of the one event.

We only pay a claim for an item of equipment and accessories not shown on the Certificate of Insurance if We would have paid the claim if the item had been shown on the Certificate of Insurance.

Stranding

If Your Boat is Stranded during the Period of Insurance, We pay up to \$1,000 for an expense You reasonably incur to inspect the hull, even if no damage is found.

Towing

If We have paid or agreed to pay a claim for damage to Your Boat, We pay the reasonable cost You incur to have Your Boat towed from the area in which it was damaged (on land or at sea), to the nearest safe or secure place.

We pay up to \$500 for all towing costs arising out of damage to Your Boat during the Period of Insurance.

Personal Effects

If We have paid or agreed to pay a claim for Accidental damage to or theft of Your Boat, We pay up to \$200 for any one item of Your Personal Effects and up to \$2,000 for all Your Personal Effects lost or damaged by that Accidental damage or theft.

Section 2: the insurance for legal liability

This Pleasure boat policy insures You and anyone duly qualified who, with Your permission, is driving, sailing, piloting or otherwise in charge of or acting as an observer on Your Boat, against:

- legal liability to pay compensation for Personal Injury or Damage to Property that:
 - happens during the Period of Insurance; and
 - is directly caused by, or by the use of, Your Boat; and
 - arises out of an Occurrence
- the reasonable costs incurred or payable by You in raising or attempting to raise, remove or destroy the Wreck during the Period of Insurance in compliance with a legal requirement that You do so.

What is not insured for legal liability

Section 2 of this policy does not insure You or any other Person against a liability:

- 1 **pursuant to or in connection with an agreement in which the Person making the claim on this policy expressly takes on a legal liability which would not have been imposed if that agreement had not been made**
- 2 **directly or indirectly caused by or arising out of a seeping, polluting or contaminating substance, including a cost to clean up or remove the substance**
- 3 **for the cost to remove subsurface oil, gas or any similar substance or property of another Person consequent on damage directly caused by Your Boat**
- 4 **for the cost of a search, location, recovery, salvage or similar action by a sea or air rescue or recovery service**
- 5 **for damage to property belonging to You or in Your possession, custody or control**
- 6 **for Personal Injury to:**
 - You or anyone living permanently with You or an Employee or Your agent, contractor or subcontractor

- a person driving or in charge of Your Boat or acting as an observer on it
 - a person driving or in charge of the vehicle towing Your Boat
 - a member of the crew of Your Boat (whether a volunteer or not)
 - a person while kite-skiing, paragliding or engaging in any other airborne activity while being towed by Your Boat (unless the death or injury occurs to a person while on Your Boat)
 - a person while waterskiing from Your Boat unless 'Waterskiing' is shown on the Certificate of Insurance.
- 7 for Personal Injury if the Person making the claim on this policy is required by law to be insured against that liability under another policy of insurance.**

When You are insured under sections 1 and 2 of this policy

You are only insured when Your Boat is:

- afloat on an inland body of water, harbour, estuary, waters within the Great Barrier Reef, and coastal waters of Australia up to 50kms from shore
- laid up on shore in Australia
- being towed or carried in Australia.

When You are not insured under sections 1 and 2 of this policy

You are not insured when Your Boat:

- does not have a licence required by law
- is operated in an unsafe or unseaworthy condition, and that caused or contributed to the loss or damage
- is being used for or in any way connected with an illegal purpose or activity, to the extent that Your failure to adhere to the lawful requirement caused or contributed to the loss or damage

- is being used in, or is being prepared for, an experiment, test, stunt, pacemaking, reliability trial, speed test or competition
- is being used in, or is being prepared for, racing unless 'Racing' is shown on the Certificate of Insurance
- is being let, hired or chartered
- is being driven or piloted by or in the charge of a person, or is being towed by a vehicle which is being driven by or in the charge of a person who:
 - does not have a licence or ticket required by law
 - is under the influence of alcohol or a drug
 - has more than the legal limit of alcohol or a drug in their blood; or
 - subsequently refused to undergo a legal test for the amount of alcohol or drug in their blood in connection with their driving, towing, operating or being in charge of Your Boat or the vehicle.

If You were not the driver or the person piloting or in charge of Your Boat at the time of the loss, damage or Occurrence, We will not rely on the exclusion in this bullet point if You can satisfy Us that at the time of the loss, damage or Occurrence You did not know, and could not reasonably have known, that the driver or person operating or in charge of Your Boat:

- *did not have the required licence or ticket; or*
- *was or might be under the influence of alcohol or a drug.*

What We pay for legal liability

We pay up to the limit shown on the Certificate of Insurance for 'Legal liability limit of indemnity'. We pay up to this amount for all claims (including all costs and expenses) arising out of the one Occurrence or series of Occurrences.

Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

Personal Effects means the following personal effects belonging to You or anyone on Your Boat with Your permission:

- clothing
- shoes
- waterproof gear and bags
- food and beverage coolers
- hats and caps
- wallets and purses excluding cash and credit cards
- toiletry items
- keys and pens
- portable radio, radio cassette and compact disc players.

Personal Effects does not include goods or equipment used for water skiing, fishing, diving or any other water sport.

Retail Cost as New means what it would cost to buy a new item of a similar make or model at the time of the loss or damage.

Retail Cost means what it would cost to buy an item of a similar make, model and condition at the time of the loss or damage.

Salvage Charges means those costs You are liable to pay a Person who salvages Your Boat independently of a contract to do so.

Stranded means the running aground of Your Boat whilst it is being used on water.

Surfcat means a sailboard with a catamaran hull.

Wreck means the remains of Your Boat after it has sustained loss or damage.

Your Boat means the following if the item is specified on the Certificate of Insurance:

- its hull, including permanent attachments to it (but not motors) normally offered for sale with boats of a similar type
- its motors
- its masts/spars, including sails and rigging
- its dinghy
- its trailer.

Your Boat includes Personal Effects while they are on Your Boat.

Personal accident and illness policy

This policy offers a variety of different insurance so that You can select the one that best suits Your particular needs.

You only have this policy if the risk 'Personal accident and illness' is shown on the certification of insurance.

The General conditions on pages 13 and 14 and the General exclusions on page 15 apply to this policy. The General definitions on pages 16 and 17 apply to words used in this policy.

The types of cover We offer	59
What You are insured against	59
What is not insured	59
Additional benefits	
Accommodation	59
Modification to Your motor vehicle or home	59
What We pay	60
Limits on compensation	61
Death benefit	61
Special conditions	
Attending medical appointments	61
Change of occupation	61
Compensation from other sources	61
How to claim	62
Medical advice	62
No cover for initial period	62
Special definitions of words used in this policy	62

The types of cover We offer

We have 4 different types of insurance cover.

You have insurance for:

- an Accident if 'Accident only' is shown on the Certificate of Insurance
- an Accident that happens during leisure hours only, if 'Accident during leisure hours only' is shown on the Certificate of Insurance
- an Accident and an illness if 'Accident and illness' is shown on the Certificate of Insurance
- an Accident during leisure hours only and an illness, if 'Accident during leisure hours only and illness' is shown on the Certificate of Insurance.

The insurance You have taken out is shown on the Certificate of Insurance.

What You are insured against

Accident

If 'Accident' is shown on the Certificate of Insurance, this policy insures You against bodily injury, inability to work or death directly caused by an Accident that occurs during the Period of Insurance.

This policy only insures You if the Accident:

- causes bodily injury, inability to work or death solely and independently of any other cause; and
- is caused by violent external and visible means.

If 'Accident during leisure hours only' or 'Accident during leisure hours only and illness' is shown on the Certificate of Insurance, You are only insured if the Accident occurs during leisure hours.

Illness

If 'Accident and illness' or 'Accident during leisure hours only and illness' is shown on the Certificate of Insurance, this policy also insures You against inability to work directly caused by illness.

This policy only covers You if:

- the illness causes inability to work solely and independently of any other cause; and
- the illness was contracted during

the Period of Insurance but not within the first 28 days of the first Period of Insurance. There is no 28 day waiting period when You renew Your policy in a second or later year.

What is not insured

This policy does not insure You against:

- 1 bodily injury, inability to work or death:**
 - **which happens while You are:**
 - under the influence of alcohol or a drug
 - taking part in a riot or civil commotion
 - riding on a motorcycle or scooter unless You are engaging directly in farming activities or 'Motorcycling' is shown on the Certificate of Insurance
 - engaging in a professional sporting activity
 - training or playing amateur football or rugby
 - engaging in waterskiing, polo, an underwater activity or snow or ice sport unless the relevant activity is shown on the Certificate of Insurance
 - engaging in ski jumping, bungee jumping, racing (except on foot), hunting on horseback, rodeo, mountaineering, abseiling or caving
 - travelling by air or engaging in an aerial activity unless travelling as a passenger in a licensed aircraft operated by a licensed pilot on a recognised airline over an established air route.
 - **which is attributable wholly or in part to:**
 - pregnancy or childbirth, even if the childbirth may have been accelerated or induced by an Accident or illness
 - intentional or attempted self injury or suicide
 - a sexually transmissible disease
 - asbestos
 - Avian Influenza ('bird flu'); Bovine Spongiform Encephalopathy or Creutzfeldt-Jakob Disease ('mad cow disease'); Sudden Acute

Respiratory Syndrome ('SARS'); or any strain or mutant variation of any of these

- a disease declared to be a 'quarantinable disease' under the *Quarantine Act 1908 (Cth)* and subsequent amendments or any 'listed human disease' under the *Biosecurity Act 2015 (Cth)* including any subsequent amendments or replacement thereof or any equivalent legislation.

- 2 an illness directly or indirectly caused by or arising out of an Accident that We insured under Our personal accident and illness policy and which occurred before the commencement of the Period of Insurance.**

Additional benefits

Accommodation

If We have paid or agreed to pay You benefits for any of items 2 to 26 inclusive in the table on pages 60 and 61 and the accident or illness that gave rise to Your entitlement to benefits has resulted in You being admitted as an inpatient of a hospital more than 200 kilometres from the home in which You permanently reside, We pay up to \$2,000 towards the reasonable costs You incur to accommodate a member of Your Family in the vicinity of the hospital so that they can visit You.

Modification to Your motor vehicle or home

If We have paid or agreed to pay You benefits for any of items 2 to 26 inclusive in the table on pages 60 and 61 and the Accident or illness that gave rise to Your entitlement to benefits has resulted in You:

- being totally and permanently unable to engage in or attend to a profession, business or occupation; or
- suffering permanent and incurable quadriplegia, paraplegia or paralysis of all limbs,

We pay up to \$10,000 towards the reasonable costs You incur to modify the motor vehicle You usually drive or the home in which You permanently reside to accommodate Your physical condition resulting from the accident or illness. We only pay this benefit if We have approved the cost before You incur it.

What We pay

We pay the compensation set out in the table below if You die or suffer a total loss of the effective use of any of the items 2 – 23. For items 1 – 24 (shown in the tables on this page and on the next page), the compensation is the percentage of the 'Capital sum insured' shown on the Certificate of Insurance and for items 25 – 27 (shown in the table on the next page), the percentage of the 'Weekly sum insured' shown on the Certificate of Insurance.

DEATH OR INJURY DIRECTLY CAUSED BY THE INSURED ACCIDENT			COMPENSATION % of capital benefit
death	1		100%
sight	2	loss of sight both eyes	100%
	3	loss of sight of one eye	50%
	4	loss of binocular vision	50%
hearing	5	loss of hearing in one ear	50%
	6	loss of hearing in both ears	75%
speech	7	loss of power of speech	75%
arm	8	loss of arm above elbow	90%
	9	loss of arm below elbow	80%
leg	10	loss of leg at or above knee	90%
	11	loss of leg below knee	80%
hand, thumb or finger	12	loss of both hands	100%
	13	loss of hand or thumb and 4 fingers	80%
	14	loss of thumb or forefinger	30%
	15	loss of any finger other than forefinger	20%
	16	loss of end joint (distal phalanx) of thumb or of any finger	15%
hand and foot	17	loss of a hand and a foot	100%
foot or toe	18	loss of both feet	100%
	19	loss of one foot	75%
	20	loss of big toe	25%
	21	loss of any toe other than big toe	10%
	22	loss of end joint (phalanx) of big toe	10%
	23	loss of end joint (phalanx) of any other toe	5%

We pay compensation on items 2 – 23 only for total loss of effective use – not partial loss or impairment.

INABILITY TO WORK DIRECTLY CAUSED BY AN INSURED ACCIDENT		COMPENSATION
24	<p>Permanent</p> <p>Total and permanent inability to engage in or attend to any profession, business or occupation – the benefit is not payable until after the inability has continued for a period of 12 consecutive calendar months.</p> <p>This item is in addition to any benefit payable under items 25, 26 or 27</p>	100% of capital sum insured
25	<p>Temporary</p> <p>Total inability to engage in or attend to Your usual profession, business or occupation, occurring within 12 calendar months of the date of the Accident</p>	The lesser of 100% of weekly sum insured or Your Earnings
26	<p>Temporary</p> <p>Partial inability to engage in or attend to Your usual profession, business or occupation, occurring within 12 calendar months of the date of the Accident</p>	The lesser of 25% of weekly sum insured or Your Earnings
INABILITY TO WORK DIRECTLY CAUSED BY AN INSURED ILLNESS		COMPENSATION
27	Total inability to engage in or attend to Your usual profession, business or occupation for a period of not less than 7 consecutive days from the date on which medical attention is first sought for the illness	The lesser of 100% of weekly sum insured or Your Earnings

Limits on compensation

If more than one type of injury is caused by an Accident, We pay only for the one that gives the highest benefit.

Any benefit paid for items 1–23 is reduced by any benefit paid for items 25 or 26 (and vice versa) if the benefits are all payable as a result of the one Accident.

We do not pay more than the ‘Capital sum insured’ shown on the Certificate of Insurance for the total of all Accidents and illness occurring during the Period of Insurance.

The following applies in relation to payments under items 25, 26 and 27:

- We will not pay a benefit for more than one of items 25, 26 and 27 at the one time; and
- We do not pay a benefit for more than the number of weeks shown as the ‘Compensation period’ on the Certificate of Insurance; and
- All compensation will be paid fortnightly in arrears; and

- Compensation paid for a period of less than one week will be paid at a rate of 1/7th of the applicable percentage of the ‘Weekly sum insured’ shown on the Certificate of Insurance for each day; and
- Compensation paid is limited to the lesser of Your Earnings or the ‘Weekly sum insured’ shown on the Certificate of Insurance; and
- We do not pay a benefit if You have suffered no loss of Earnings; and
- If You receive or are entitled to receive Earnings from any other employment or occupation then any amount We have to pay of the ‘Weekly sum insured’ shown on the Certificate of Insurance will be reduced by the amount You receive from the weekly earnings from that other employment or occupation; and
- We do not pay a benefit when You are on unpaid leave or maternity leave; and
- Any payments will cease when the total inability or partial inability to attend to Your usual profession, business or occupation ceases; and

- Any payments will cease on the date You die; and
- Any payments will cease on the date You retire.

Death benefit

If We pay compensation under item 1 in the table, We also pay Your Estate \$5,000 for funeral expenses.

Special conditions

Attending medical appointments

You must comply with any reasonable request We make for You to attend a medical examination with a medical practitioner of Our choice if You are claiming a benefit under this policy. We will pay for the cost of any medical examinations We arrange.

Change of occupation

You must give Us written notice as soon as reasonably possible if You change Your profession, business or occupation. We have the right to cancel or change the terms on which We are prepared to offer or continue cover.

Compensation from other sources

If You or Your Estate have been paid or are entitled to be paid compensation for Your injury, inability to work or death by a Person legally liable to compensate You (other than under a personal accident, sickness, illness or life insurance policy You have taken out), the amount We have to pay under this policy is reduced by the amount of the other compensation. If You receive that compensation after We have paid You under this policy, You have to refund what We have paid You to the extent of the other compensation You receive.

How to claim

You or anyone making a claim must give Us written notice, with full details of any injury, inability to work, death or disappearance, as soon as reasonably possible after it occurs.

Medical advice

You must obtain and act on medical advice promptly if You are claiming benefits for a bodily injury or illness.

No cover for initial period

When 'Exclusion of initial period' is shown on the certificate of insurance, We do not pay any compensation for items 25, 26 or 27 arising out of any injury or Illness for this initial period.

Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

Earnings means:

- if You are self-employed, Your gross weekly income from personal exertion after deducting any expenses incurred in deriving that income, averaged out over a 12 month period prior to the date of the accident or illness
- if You are an employee, Your gross weekly pay inclusive of overtime payments, bonuses, commissions and allowances averaged over a 12 month period prior to the date of the accident or illness (in relation to which We have agreed to pay a claim under the Personal accident and illness policy) or, if You have been employed for a period of less than 12 months, averaged for the period You have been continuously employed up to the 'Weekly sum insured' shown on the Certificate of Insurance.

Earnings does not mean:

- income earned by You as a result of personal exertion or labour of other Persons unless We agree in writing
- income You earn as a result of any employment or services provided on a seasonal or temporary basis.

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Contact Us

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