

A photograph of two construction workers on a wooden frame against a clear blue sky. One worker in the upper left is using a circular saw on a wooden beam. The other worker in the lower right is wearing a yellow hard hat and safety glasses, pointing upwards. A blue semi-transparent box is overlaid on the right side of the image, containing the title and subtitle.

# Trades and Services Pack

Policy Document

**Allianz** 



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# Introduction

Welcome and thank You for choosing Allianz Trades and Services Pack.

## About Allianz

The insurer of this product is Allianz Australia Insurance Limited ABN 15 000 122 850 (Allianz) AFS Licence No. 234708.

Allianz is one of Australia's largest general insurers. We utilise years of local expertise, combined with global experience to offer a wide range of products and services to Our customers. As a member of the worldwide Allianz Group, We are committed to continuous improvement of Our products and services and strive to achieve this through knowledge transfer within the Group, dedicated technical research units, sharing globally new product developments and a wide range of risk management services.

## About this insurance

This is an important document. You should read it carefully before making a decision to purchase this insurance.

It will help You to:

- decide whether this insurance will meet Your needs; and
- compare it with other products You may be considering.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account Your objectives, financial situation or needs.

You need to decide if this insurance is right for You and You should read all of the documents that make up the Policy to ensure You have the cover You need.

## Understanding Your Policy and its important terms and conditions

To properly understand the significant features, benefits and risks of this insurance You need to carefully read:

- about each of the available types of cover and benefits in the relevant Policy Sections (the standard cover provided under each Policy Section can be affected by the following);
- the rest of this “Introduction” section – this sets out how You apply for cover, the basis on which We insure You, the Duty of Disclosure You need to meet before We insure You, Our privacy information, Our dispute resolution procedures and other important information;
- the “General definitions” section – this sets out what We mean by certain words used in the Policy. These words begin with a capital letter throughout this document. Each coverage section may also contain definitions relevant to that section;
- the “General exclusions applicable to all Sections of this Policy” section – this sets out the general exclusions and limits that apply to all covers and benefits;
- the “Claims procedure and conditions” and “General conditions applicable to all Sections of this Policy” sections – these set out certain general rights and obligations that You and We have;
- all of the documents that make up the Policy, including the Policy Schedule and any endorsements or other written changes to the cover We issue You with – these contain specific details relevant to You and can affect the cover.

Headings are provided for reference only and do not form part of Your Policy for interpretation purposes.

## Applying for cover

When You apply by completing Our application process You need to provide the information We require to determine whether to issue a Policy and if so, on what terms, including (to the extent they are optional):

- the covers and benefits You want (including the property You wish to cover);
- the limits You want;
- the Period of Insurance You want;
- whether You want any third parties to be noted as having an interest;
- the Excesses that You want to contribute for certain claims;
- whether any standard terms need to be varied (this may be by way of an endorsement).

Where We agree to issue a Policy, cover is provided on the basis:

- that You have paid or agreed to pay Us the premium for the cover provided;
- of the verbal and/or written information provided by You which must have given in accordance with Your Duty of Disclosure either verbally or in writing.

If You fail to comply with Your Duty of Disclosure or have made a misrepresentation to Us, We may be entitled to reduce Our liability under the Policy in respect of a claim and/or We may cancel the Policy. If You have told Us something which is fraudulent, We also have the option of avoiding the Policy (i.e. treating it as if it never existed).

Your Duty of Disclosure and the consequences of nondisclosure, are provided under the heading 'Your Duty of Disclosure'.

## Our contract with You

Where We agree to enter into a Policy with You it is a contract of insurance between Us and You (see the definition of “You” for details of who is covered by this term).

The Policy consists of:

- this document which sets out the standard terms of Your cover and its limitations;
- Your current Schedule issued by Us. The Schedule is a separate document, which shows the insurance details relevant to You. It may include additional terms, conditions and exclusions relevant to You that amend the standard terms of this document. Only those Policy Sections shown as covered in Your Schedule are insured; and
- any other change to the terms of the Policy otherwise advised by Us in writing (such as an endorsement). These written changes may vary or modify the above documents.

These are all important documents and should be carefully read together and kept in a safe place for future reference.

We reserve the right to change the terms of this insurance where permitted to do so by law.

Any new or replacement Schedule We may send You, detailing changes to Your insurance or the Period of Insurance, will become the current Schedule, which You should carefully read and retain.

## Premium

Your premium – the base premium We charge is calculated based on a number of factors such as:

- Your risk profile and the ratings We apply to Your profile (e.g. where the Property Insured is situated,

the type of property being insured, the cover and limits required, other persons being insured and Your insurance history etc);

- certain costs incurred by Us in relation to the Terrorism Insurance Act; and
- Our obligation to pay relevant Government taxes and charges. For example, We include an amount that covers Stamp Duty and GST payable in relation to the Policy. In cases where We are required to pay an estimated amount (e.g. for Fire Services Levies) 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 ask Us for more details if You wish.

Minimum premiums may apply. In some cases, discounts may apply if You meet certain criteria We set. Any discounts/entitlements only apply to the extent any minimum premium is not reached. If You are eligible for more than one, We also apply each of them in a predetermined order to the premium (excluding taxes and Government charges) as reduced by any prior applied discounts/entitlements. Any discounts will be applied to the base premium calculated prior to any taxes being added.

When You apply for this insurance, You will be advised of the total premium amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the Schedule, which will be sent to You after the entry into the Policy. If You fail to pay We may reduce any claim payment by the amount of premium owing and/or cancel the Policy. Special rights and obligations apply to instalment premium payments as set out below.

## **Instalment premiums**

If You pay Your premium by instalments refer to the “General conditions applicable to all Sections of this Policy” section for important details on Your and Our rights and obligations. Note that an instalment premium outstanding for 14 days allows Us to refuse to pay a claim.

In some cases a service fee will apply where You select to pay Your premium by instalments. We tell You the total amount payable when You apply and when and how it can be paid. This is confirmed in the Schedule We issue to You.

## **Your obligation to comply with the Policy terms and conditions**

You are required to comply with the terms and conditions of the Policy. Please remember that if You do not comply with any term or condition, We may (to the extent permitted by law) decline or reduce any claim payment and/or cancel Your Policy.

If more than one person is insured under the Policy, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the Policy.

## **How to make a claim**

If You need to make a claim under the Policy, please refer to “Claims procedure and conditions” from page 23 to 26.

## How We settle claims – General Property

Where We agree to reinstate or replace Damaged property, We will replace Your property with new goods or repair it using new materials. If You ask for a cash settlement instead, We will deduct an amount for wear, tear and depreciation. This amount depends on the age of the Damaged item and the expected useful life.

If You replace an item without Our authority, We will only pay You what We could have replaced it for using trade discounts that are available to Us. More details around how We settle claims are provided in this document under the Basis of Settlement sections within each Section.

## Cancellation rights under the Policy

### How You may cancel this Policy

- You may cancel this Policy at any time by telephoning Us.
- Where there is more than one contracting insured, We will only cancel the Policy when a written agreement to cancel the Policy is received from all contracting insureds named as the Insured or from a person authorised to act as agent of all such persons.

### How We may cancel this Policy

- We may cancel this Policy in any of the circumstances permitted by law by informing You in writing.
- We will give You this notice in person or send it to Your address last known to Us.

### Return premium

If You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative and transaction costs related to the

acquisition and termination of the Policy We incur and any Government taxes or duties We cannot recover.

## **Premium funders**

If the premium has been funded by a premium funding company which holds a legal right over the Policy by virtue of a notice of assignment and/or irrevocable power of attorney, a refund will be made to the premium funding company of the proportionate part of the premium applicable to the unexpired Period of Insurance.

## **Renewal procedure**

Before Your Policy expires, We will advise You whether We intend to offer renewal and if so on what terms.

This document also applies for any other renewal We make, unless We tell You otherwise.

It is important that You check the terms of any renewal before renewing to satisfy Yourself that the details are correct. In particular check the Sum Insured amounts to ensure the levels of cover are appropriate for You or if You are insuring for reinstatement or replacement value, the full replacement value of Your property, to ensure that You are properly covered in the event of a major loss.

Please note that You need to comply with Your Duty of Disclosure before each renewal (see below).

## **Your Duty of Disclosure**

Before You enter into the Policy with Us, the Insurance Contracts Act 1984 requires You to disclose to Us every matter that You know or could reasonably be expected to know is relevant to Our decision whether and on what terms Your application for insurance is acceptable and to calculate how much premium is required for Your insurance.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate the Policy.

The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the time You provide answers or make disclosure and the Relevant Time, You need to tell Us.

## **What You do not need to tell Us**

You do not need to tell Us about any matter that:

- diminishes Our risk;
- is of common knowledge;
- We know or should know as an insurer; or
- We tell You We do not need to know.

## **Who does the duty apply to?**

The duty of disclosure applies to You and everyone that is an insured under the Policy. If You provide information for another insured, it is as if they provided it to Us.

## **What happens if the duty of disclosure is not complied with?**

If the duty of disclosure is not complied with We may cancel the Policy and/or reduce the amount We pay if You make a claim. If fraud is involved, We may treat the Policy as if it never existed, and pay nothing.

## **Privacy Act 1988 – Information**

We collect Your personal information directly from You where reasonably practicable or if not, from other sources. We collect it to provide Our various services and products (e.g. to market, arrange and administer insurance and to handle and settle claims) and to conduct market or customer research. We also use it to develop and identify services of Our related companies

and alliance partners that may interest You (but You can opt out of this by calling the Allianz Direct Marketing Privacy Service Line on 13 2664 EST 8am-6pm, Monday to Friday or indicate Your decision in the appropriate area of the Privacy section of Our website at [www.allianz.com.au](http://www.allianz.com.au)). If You do not provide the information We require We may not be able to provide You with this service.

We disclose information to third parties who assist Us in the above (e.g. insurers, insurance intermediaries, insurance reference bureaus, related companies, Our advisers, persons involved in claims, external claims data collectors and verifiers, Your agents and other persons where required by law). We prohibit them from using it for purposes other than those We supplied it for.

Where You provide Us with information about another person for the above purposes, You must tell Us if You have not got their consent to this. If You wish to gain access to Your personal information (including to correct or update it), have a complaint about a breach of Your privacy or You have any query on how Your personal information is collected or used, or any other query relating to Privacy, contact Us on 13 2664 EST 8am-6pm, Monday to Friday.

## **General Insurance Code of Practice**

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry through promoting better communication between insurers and customers and outlining a standard of practice and service to be met by insurers.

We keenly support the standards set out in the Code.

You can obtain more information on the Code of Practice and how it assists You by contacting Us. Contact details are provided on the back cover of this document.

## **Dispute resolution process – helping You solve any problems**

Complaints or disputes are not an everyday occurrence at Allianz. We strive to do things the right way and keep Our customers happy.

Sometimes, complaints or disputes do occur and when this happens, Our objective is to resolve any disagreement as amicably and as quickly as possible. We believe the best way to achieve this is to provide You with an opportunity for an unbiased review of the issue.

### **Here is what to do if a complaint or dispute arises**

Regardless of whether the complaint or dispute involves Our staff, an agent, loss adjuster, assessor, investigator or the service We provide, simply contact Us on 13 2664 EST 8am-6pm, Monday to Friday, speak to one of Our call centre operators and provide them with the details of the issue concerning You. They will attempt to resolve the complaint or dispute; if they are unable to do so they will log it and refer it to the appropriate business unit for resolution.

Within Our organisation We have established a complaints and disputes resolution process. This is a free service. It is a system designed to log, track, escalate and monitor complaints received from clients and customers about Our services and products. A staff member involved in the complaints and disputes resolution process will write to You within 15 working days advising the outcome of the review and reasons for their decision. We do not consider a complaint or dispute to be resolved until a proposed resolution or solution has been communicated to You and You have accepted the resolution or solution.

## **If You are not satisfied with the outcome of this process**

If We are unable to resolve the complaint or dispute, We will offer You the option of referring the matter to the insurance industry's external independent complaints scheme (subject to eligibility). The scheme will only review complaints or disputes if they have gone through Our internal complaints and disputes resolution process.

## **Terrorism Insurance Act**

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

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

For further information contact Allianz or Your intermediary.

## **Contact for assistance or confirmation of cover**

If You need to confirm any Policy transaction or clarify any of the information contained in this document or if You have any other queries, please contact Us via the details on the back cover or Your broker.

# General definitions

These definitions apply to and should be read in relation to each of the Policy Sections unless they are defined differently in the relevant Section.

**“Basis of Settlement”** means the method by which a claim is met. This will be either Reinstatement or Replacement or Indemnity according to the method You have selected and as specified in the Schedule in those Sections where a choice is available, or otherwise as stated in the appropriate Section.

**“Business”** means the business described in the Schedule, carried on by You or on Your behalf at or from the Situation and any trade or occupation incidental to that business.

**“Customers’ Goods”** means goods and/or merchandise held by You in trust or on commission.

**“Damage(d)”** means any physical destruction of or damage to the Property Insured so as to lessen its value or any physical loss when such damage is neither caused by nor arises out of an excluded event.

**“Defined Event”** means an event shown in the individual Section under the heading “Defined Events applicable to this Section”, and for which cover is available under that Section only.

**“Excess”** means either the amount of money specified in the Schedule or otherwise stated in the Policy for each applicable Section that You must contribute as the first payment for all claims arising out of one event specified in the Schedule or otherwise stated in the Policy for which no payment will be made by Us.

**“Insured”** means only the person(s) and/or entity(ies) shown in the Schedule as Insured unless otherwise stated in the relevant Policy Section as being a person entitled to cover.

**“Limit of Indemnity”** means the amount(s) specified in the Schedule as Limit of Indemnity which will be the

maximum amount that We will pay for any one claim or claims arising from one Occurrence provided that, for all legal liability directly or indirectly arising out of or in any way related to Your Products, Our total aggregate liability during any one Period of Insurance will not exceed the Limit of Indemnity. The Limit of Indemnity is inclusive of and not additional to any applicable Excess.

**“Office Contents”** means all contents such as furniture, stationery, computers and communications equipment (excluding mobile phones) used in Your Business, as stated in the Schedule, whilst at Your domestic residence or Situation shown on the Schedule.

**“Period of Insurance”** means the period commencing on the effective date and ending at 4pm on the expiry date as shown in the Schedule.

**“Policy”** means this document and any endorsement, specification, attachment or memoranda affixed (or intended to be affixed) to it, the Schedule and the Proposal.

**“Policy Section”** or **“Section”** means any part of this Policy numbered and described as a policy section or section.

**“Premises”** means within the confines of the building(s) at the Situation.

**“Property Insured”** means Office Contents, Stock in Trade and Tools of Trade limited to the Sum Insured stated in the Schedule.

**“Proposal”** means the application for insurance completed by You or on Your behalf by which You provided the information upon which We relied to enter into this Policy.

**“Rewriting of Business Records”** means the cost of restoration of computer records, documents, manuscripts, securities, deeds, specifications, plans, drawings, designs, business books and other records of every description.

**“Schedule”** means the most recently dated schedule We have provided to You which specifies important

information such as the Policy number, Situation and Sections that are in force, the details of the Property Insured, the Sums Insured and any Excess payable.

**“Situation”** means the situation stated in the Schedule.

**“Stock in Trade”** means:

- a. stock in trade, merchandise or raw materials, including the value of work done, containers and packaging materials;
- b. Customers’ Goods and other items held in trust or on commission for which You are liable;

as stated in the Schedule.

**“Sum Insured”** means the relevant amount shown in the Schedule as Sum Insured.

**“Territorial Limits”** means anywhere within the Commonwealth of Australia.

**“Tools of Trade”** means those implements or appliances used in the Business at work sites for the purpose of the Business or located at the Premises at the Situation specified in the Schedule other than construction plant, vehicles or trailers all belonging to You or for which You are liable.

**“We”, “Us”, “Our”, “Allianz”** means Allianz Australia Insurance Limited ABN 15 000 122 850 of 2 Market Street, Sydney, NSW, 2000.

**“You”, “Your”, “Yours”, “Yourself”** means either the person or the entity named as the Insured in the Schedule.

# General exclusions applicable to all Sections of this Policy

1. The Policy does not cover loss, destruction, liability, or Damage:
  - a. **War**

caused by, contributed to by or arising from any war, whether war be declared or not, hostilities or rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy;
  - b. **Nuclear**

caused by, contributed to by or arising from ionising radiation or contamination by radioactivity from:

    - (i) any nuclear fuel or from any nuclear waste; or
    - (ii) the combustion of nuclear fuel (including any self-sustaining process of nuclear fission); or
    - (iii) nuclear weapons material;
  - c. **Lawful seizure**

caused by, contributed to by or arising from the lawful seizure, detention, confiscation, nationalisation or requisition of the Property Insured;
  - d. **Wilful acts**

caused by, contributed to by or arising from any actual or alleged:

    - (i) dishonest, fraudulent, criminal or malicious act; or
    - (ii) wilful breach of any statute, contract or duty; or

(iii) conduct intended to cause loss or Damage or with reckless disregard for the consequences; carried out by You or any person acting with Your knowledge, consent or connivance;

**e. Territorial Limits**

occurring outside the Territorial Limits except as specifically stated otherwise in the appropriate Section.

2. Except as specifically provided otherwise, this Policy does not cover:
  - a. consequential loss of any kind;
  - b. legal liability to pay compensation or damages;
  - c. Damage caused by faults or defects known to You or any employee whose knowledge in law would be deemed to be Yours and not disclosed to Us at the time this Policy was entered into.
3. This Policy does not cover any loss or Damage to any appliance, machinery, equipment or other property which is a computer or which contains or comprises any computer technology (including computer chip or control logic) and which fails to perform or function in the precise manner for which it was designed for any reason arising from the performance or functionality of such computer technology (including computer chip or control logic).

**4. Terrorism**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes and does not cover death, injury, illness, loss, Damage, cost or expense, directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with, any Act of Terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the death, injury, illness, loss, Damage, cost or expense.

An Act of Terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purpose to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a. involves violence against one or more persons; or
- b. involves Damage to property; or
- c. endangers life other than that of the person committing the action; or
- d. creates a risk to health or safety of the public or a section of the public; or
- e. is designed to interfere with or to disrupt an electronic system.

This Policy also excludes and does not cover death, injury, illness, loss, Damage, cost or expense, directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any action in controlling, preventing, suppressing, retaliating against or responding to any Act of Terrorism.

This Terrorism exclusion will not apply to the General Property section. This Terrorism exclusion will apply to the Public and Products Liability section of this Policy, unless otherwise provided for in the Terrorism Insurance Act.

## **5. Electronic Data**

This Electronic Data exclusion is applicable to the General Property Section of the Policy.

- a. This Policy Section does not insure:
  - (i) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data;

(ii) error in creating, amending, entering, deleting or using Electronic Data; or

(iii) total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all,

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

Electronic Data means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation, or processing by electronic or electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

b. However, in the event that a peril listed below (being a peril insured by the relevant Policy Sections but for this exclusion) is caused by any of the matters described in paragraph a. above, then the relevant Policy Sections, subject to all their provisions, will insure:

- physical loss of or Damage or destruction to Property Insured directly caused by such listed peril, and/or
- consequential loss insured by this Policy.

Further, this exclusion does not apply in the event that a peril listed below (being a peril insured by the relevant Policy Sections but for this exclusion) causes any of the matters described in paragraph a. above

Accidental Damage other than non-physical Damage, fire, lightning, thunderbolt, explosion, implosion, earthquake, subterranean fire, volcanic eruption, impact by aircraft or aerial object dropped therefrom, impact by road vehicle or animal, sonic boom, theft of Electronic

Data solely where such theft is a consequence of theft of any computer and/or computer hardware and/or firmware and/or microchip and/or integrated circuit and/or similar device containing such Electronic Data, breakage of glass, the acts of persons taking part in riots or civil commotions or of strikers or of locked out workers or of persons taking part in labour disturbances, storm and/or tempest and/or rainwater and/or wind and/or hail, water and other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or pipes at the Premises.

- c. For the purposes of the Basis of Settlement provision in these Policy Sections, computer systems records includes Electronic Data as defined in paragraph a. above.

Any terrorism exclusion in these Policy Sections or any endorsement thereto prevails over this exclusion.

# Claims procedure and conditions

## 1. Claims procedure

- a. As soon as You become aware of anything happening which may result in a claim under this Policy You must, at Your own expense (unless the expense is covered under Claims preparation expenses below):
  - (i) immediately inform the police of any malicious Damage, theft, attempted theft or loss of property,
  - (ii) advise Us as soon as possible, telling Us how the loss, Damage or liability occurred,
  - (iii) take all reasonable action to recover lost or stolen property and minimise the claim,
  - (iv) as far as possible preserve any products, appliances, plant or other items which might prove necessary or useful as evidence until We have had an opportunity for inspection,
  - (v) give Us all the information, proof and assistance We may require to prosecute, defend or settle Your claim including details of any other insurance effected by You or on Your behalf,
  - (vi) as soon as is reasonably practicable after the loss or Damage (or any further time which We may allow in writing) deliver to Us a written claim containing as detailed an account as is reasonably practicable of the circumstances surrounding the loss or Damage and the amount claimed. If We ask You to provide Us with a Statutory Declaration You must provide it,

- (vii) immediately send Us any claim, writ, summons, or full details of other relevant legal or other proceedings such as an impending prosecution or inquest You receive or become aware of,
  - (viii) at all times give Us all the information and assistance We may reasonably require.
- b. You MUST NOT:
- (i) admit liability for, or offer, or agree to settle any claim without Our prior written consent,
  - (ii) authorise the repair or replacement of anything without Our prior written consent unless for safety reasons or to minimise or prevent further imminent loss, Damage or liability.
- c. After You have advised Us of any loss or Damage as set out in this condition:
- (i) You must comply with all the terms of the Policy including the general conditions and claims conditions before We will meet any claim under this Policy,
  - (ii) We have the right to recover from any person against whom You may be able to claim any money paid by Us. We will have full discretion in the conduct, settlement or defence of any claim in Your name. The amount recovered will be applied first to reducing the amount by which Your loss exceeds the payment made by Us plus any Excess applied. Any balance remaining after You have been fully compensated for Your loss, up to the amount We have paid to You to settle Your claim (including Our legal fees for recovery), will be retained by Us,
  - (iii) We may take over and conduct, in Your name, the defence or settlement of any claim and We will have full discretion in the conduct of any proceedings in connection with the claim,

- (iv) We may pay You the Sum Insured or Limit of Indemnity under the applicable Section or any lesser amount for which a claim or claims under that Section may reasonably be settled. After We have paid You, We will no longer be liable for the claim(s) (or future conduct of the claim(s)) except for costs and expenses incurred up until the time We agreed to pay.
- d. If You recover or find any lost or stolen Property Insured for which We have paid a claim, You must:
- tell Us immediately; and
  - give Us the recovered or found Property Insured if We request You to do so.
- e. If You advise Us of loss or Damage to Property Insured, as set out in this condition:
- (i) We may, or anybody We appoint may:
- (a) take or keep possession of the Property Insured for the purposes of Our investigations; and
  - (b) if We accept liability for the loss, sell such Property Insured or dispose of it in a reasonable manner;
- but You are not entitled to abandon such Property Insured to Us. If We take or keep possession of the Property Insured it will not be an admission of liability nor will it affect any of Your obligations under this Policy;
- (ii) if We elect or become bound to reinstate or replace any Property Insured, You must at Your own expense produce and give Us all such plans, documents, books and information as We may reasonably require;
- (iii) We will not be bound to reinstate exactly or completely, but only in a reasonable manner

given the circumstances. In no case will We be bound to pay, in respect of any of the Property Insured, more than the Sum Insured or Limit of Indemnity specified in the Schedule.

## **2. Claims preparation expenses**

We will pay for costs necessarily and reasonably incurred for the preparation of a valid claim under this Policy. The most We will pay is \$10,000 or 25% of the claim amount otherwise payable, whichever is the lesser.

# General conditions applicable to all Sections of this Policy

## 1. Actions of parties other than You

The acts or omissions of:

- a. a tenant of Yours; or
- b. the owner of, or another tenant in, the building;

which breach any provision of this Policy will not affect Your entitlement to cover provided that:

- (i) the act or omission was committed without Your prior knowledge or complicity, and
- (ii) You notify Us of the happening or existence of the act or omission as soon as You become aware of it, and
- (iii) You pay any reasonable extra premium which We require.

## 2. Governing law and jurisdiction

This Policy is governed by the laws of Australia. Any dispute relating to this Policy shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which the Policy was issued.

## 3. GST notice

This Policy has a GST provision in relation to premium and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need. Please read it carefully. Seek professional advice if You have any queries about GST and Your insurance.

## Sums insured

All monetary limits in this Policy may be increased for GST in some circumstances (see below).

## Claim settlements – Where We agree to pay

When We calculate the amount We will pay You, We will have regard to the items below:

- Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a Damaged item insured under the Policy) We will pay the GST amount.

We will pay the GST amount in addition to the Sum Insured or Limit of Indemnity or other limits shown in the Policy or in the Schedule.

If Your Sum Insured or Limit of Indemnity is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim. We will reduce the GST amount We pay by the amount of any input tax credits to which You are or would be entitled.

- Where We make a payment under this Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.
- Where the Policy insures business interruption, We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by Your Business that is relevant to Your claim.

## Disclosure – Input tax credit entitlement

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or You

understate Your entitlement, You may be liable for GST on a claim We may pay. This Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

## **4. Interests of other parties**

- a. The insurable interest of only those lessors, financiers, trustees, mortgagees, owners and all other parties having a legal interest or charge over the Property Insured and who are specifically noted in Your records, shall be automatically included as third party beneficiaries without notification or specification. The nature and extent of such interest is to be disclosed to Us in the event of Damage. Any other people not in this category or not named on the Schedule are not covered and cannot make a claim. All third party beneficiaries must comply with the terms and conditions of the Policy.
- b. Where the protection provided by this Policy covers the interest of more than one party, any act or omission of an individual party will not prejudice the rights of the remaining parties:
  - (i) subject to General exclusion 1.d. Wilful acts, and
  - (ii) provided the remaining parties must, immediately on becoming aware of any act or omission that increases the risk of loss, Damage or liability, give notice in writing to Us and on demand pay any reasonable additional premium We may require.

## **5. Your representative – authorisation**

By entering into this Policy, You agree that the person representing You when completing the Proposal is authorised to give and receive information on Your behalf in relation to all matters arising under this Policy and in accordance with the Insurance Contracts Act 1984.

If You do not meet the following conditions, We may be entitled to cancel the Policy and/or reduce or refuse to pay a claim:

## **6. Alteration to risk**

If You become aware of any changes to the facts or circumstances which existed when this insurance commenced that change the nature of the risk (for example, the nature of Your Business, or other circumstances that affect the Situation or Property Insured) in a way that would increase the risk of loss or Damage You must notify Us in writing. If We agree to the change We will do so in writing and You must pay Us any additional premium We require.

## **7. Non payment of premium by instalments – right to refuse a claim**

Where You pay Your premium by instalments, You must ensure that they are paid on time because if an instalment has remained unpaid for a period of at least 14 days, We may refuse to pay a claim. We will notify You if an instalment has not been paid.

## **8. Other insurance**

You must give Us written notice of any insurance already effected, or which may be subsequently effected covering, whether in whole or in part, the subject matter of the various Sections of this Policy.

## **9. Reasonable care and maintenance**

You must take all reasonable care:

- a. to prevent loss, Damage or legal liability;
- b. to maintain the Property Insured and Premises in sound condition, in particular to minimise or avoid theft, loss, Damage or liability;

- c. to comply with all statutory obligations, by-laws, regulations, public authority requirements and safety requirements;
- d. to minimise any loss or Damage; and
- e. to only employ competent employees and ensure they adhere to the requirements specified in a. – d. above.

## 10. Storage of hazardous goods

Hazardous goods stored at the Situation by any person as part of that person's business must be stored in quantities and in a manner that is permitted by relevant laws or regulations.

## 11. Waiver of subrogation rights

We may not be liable to pay any benefits under this Policy for loss, Damage or liability if You agree or have agreed to limit or exclude any right of recovery against any third party who would be liable to compensate You with respect to that loss, Damage or liability however:

- a. We shall waive any rights and remedies or relief to which We are or may become entitled under subrogation against:
  - (i) any co-insured (including directors, officers and employees);
  - (ii) any corporation or entity (including its directors, officers and employees) owned or controlled by any Insured or against any co-owner of the Property Insured.
- b. You may without prejudicing Your position under this Policy:
  - (i) release any statutory government, semi-government or municipal authority from any liability if required by contract to do so;

- (ii) agree to enter into a contract for storage of goods or merchandise if the terms of the contract include a disclaimer clause;
- (iii) agree to enter into a lease for occupancy of any building or part of a building or a lease or hiring of property where the terms of the lease or hiring include a disclaimer clause in favour of the lessor or the owner.

# Section One – General Property

## The cover

We will pay You in accordance with the Basis of Settlement for Damage to any of the Property Insured shown in the Schedule under this Section that is caused by a Defined Event which occurs during the Period of Insurance.

## Definitions applicable to this Section

**“Flood”** means the inundation of normally dry land by water overflowing from the normal confines of any natural watercourse or lake whether or not altered or modified or of any reservoir, canal or dam.

**“Money”** means current coin, bank notes, currency notes, cheques, credit card sales/service vouchers, postal orders, money orders, negotiable and non-negotiable securities and valuable documents, the unused value of postage stamps, revenue stamps, instant lottery tickets (for their face value only), metropolitan transport tickets, phone cards, credit cards, stored-value cards, travellers cheques, pre-paid travel passes, cab charge vouchers and the contents of franking machines.

## Defined Events applicable to this Section

### Part A – Accidental damage

Any sudden or unexpected or unforeseen occurrence not otherwise excluded.

## Part B – Restricted cover

If the Schedule shows You have selected “Restricted Cover” under this Section, the Defined Events under this Section will be limited to:

1. fire (whether resulting from explosion or otherwise);
2. collision and/or overturning of the conveying vehicle; and
3. Flood.

## Basis of Settlement applicable to this Section

The Basis of Settlement will be:

1. where Damage to Property Insured can be repaired, the reasonable cost of restoring the Damaged item to its former working order. If You complete the repairs Yourself We will pay the reasonable cost of materials and wages as well as a reasonable allowance to cover any overheads.
2. where a Damaged item is not repaired:
  - a. for items that could not be repaired, their replacement with similar items in a condition equal to, but not better or more extensive than the condition of the original items when new; or
  - b. for items that could be repaired but have been replaced, the estimated cost that would have been incurred for necessary repairs to return the Damaged items to their former state of serviceability.

We will not pay more than \$2,000 for any item not specifically listed in the Schedule.

We will not pay more than the Sum Insured shown for each item in the Schedule for any one event.

## **Excess**

We will not pay the first \$250 of any claim arising out of any one event, or the amount shown in the Schedule as the Excess for this Section, whichever amount is the greater.

## **Additional benefit applicable to this Section**

### **Rewriting of Business Records**

Consequent upon a claim being admitted for loss or Damage to Office Contents following a Defined Event occurring, We will, subject to the extent that the Sum Insured on Office Contents is not otherwise exhausted, pay the cost of repairing, replacing, or restoring Your Business Records, including the information contained on or in them, but excluding the value to You of that information. If repair, replacement, reproduction or restoration is not required, We will only pay the replacement cost of the materials as blank stationery calculated at the time and place of the Damage, provided that replacement will have been carried out with reasonable despatch.

## **Specific exclusions applicable to this Section**

We will not pay for:

1. Damage to Property Insured outside the Territorial Limits.
2. loss or Damage to Stock in Trade which has been permanently transferred to the site, commencing from the time the Stock in Trade would be deemed to be insured under any other form of Contract Works Insurance Policy covering the contract on which You are working.

3. Damage caused by or arising directly or indirectly out of or in any way connected with:
  - a. spontaneous combustion, fermentation, heating or any process involving the direct application of heat, deterioration and putrefaction of refrigerated goods;
  - b. action of the sea or tidal wave;
  - c. Flood, other than for Damage to Property Insured from Flood when contained in a motor vehicle;
  - d. theft other than theft resulting from forcible and violent entry evidenced by visible Damage to:
    - (i) the securely locked portion of any building containing the Property Insured, or
    - (ii) the securely locked portion of any vehicle containing the Property Insured, or
    - (iii) a locked container secured to a vehicle.

Where You have selected “Restricted Cover” under this Section, We will not pay for Damage caused by theft;

- e. theft of property in the open air;
- f. fraud or dishonest acts, embezzlement, forgery, erasure, counterfeiting and fraudulent misappropriation by electronic means or otherwise;
- g. (i) unexplained inventory shortages or disappearances, or  
(ii) shortages in the supply or delivery of materials to or from You,  
(iii) loss induced by deception;
- h. loading or unloading, delivery or dispatch;
- i. demolition;
- j. testing, intentional overloading or experiments;

- k. any process of heat treatment, welding, grinding, cutting, drilling, shaping or the application of tools to the Property Insured;
  - l. Damaged or faulty doors, lids, catches, latches, locks or any door lid closing or securing mechanism or device;
  - m. faulty packing, storage, inherent defect or disease;
  - n. mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any machine or electrical or electronic device or temperature-controlling equipment;
  - o. moths, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness, light, variations in or extremes of temperature, evaporation, disease, inherent vice, latent defect, change in flavour, texture or finish, or smut or smoke from industrial operations;
  - p. wear and tear, fading, scratching or marring, chipping or denting, gradual deterioration, developing flaws, normal upkeeping or making good;
  - q. data processing or media failure or breakdown, or malfunction of a processing system, including operator error or omission, or computer virus.
4. Damage caused to:
- a. motor vehicles, caravans, trailers, motorcycles, watercraft, aircraft or aerial devices or the accessories (whether fitted or otherwise) of or to any of these;
  - b. Property Insured during the course of and as the result of its processing;

- c. Property Insured in the course of construction, erection, renovation or demolition;
- d. (i) Money,
  - (ii) glass or items of a brittle nature,
    - provided that where the Property Insured is Stock in Trade and Damage results from either fire, theft, or where in transit and the Stock in Trade is adequately packed and secured, caused by collision, overturning or jack-knifing of the conveying vehicle, this exclusion 4.d.(ii) will not apply,
  - (iii) jewellery, furs, bullion, precious metals or precious stones,
  - (iv) curios or works of art,
  - (v) mobile phones, photographic equipment, computer equipment unless specified in the Schedule, or
  - (vi) any guns, sporting equipment or musical instruments while they are in use;
- e. Property Insured in the open air caused by wind, rainwater or hail unless such property is designed to function without the protection of walls or roofs;
- f. Property Insured should it be lost or Damaged during use or recovery underground, underwater or in a location from which it cannot be economically recovered;
- g. livestock, animals, birds or fish;
- h. standing timber, growing crops and pastures;
- i. land;
- j. Property Insured due to the stopping of work in total or in part, or the interruption or retarding of any process or operation as a result of strikes, labour disturbances or locked out workers.

## Specific conditions applicable to this Section

### Reinstatement of Sum Insured

In the event of Damage insured under this Section the amount by which the Sum Insured or Limit of Indemnity is reduced in consequence of the loss or Damage will be automatically reinstated as from the date of loss or Damage provided that:

- a. there is no written request from You or written notice by Us to the contrary;
- b. this Section is an operative Section of the Policy; and
- c. You pay the premium which We require for the reinstatement.

Provided further, however, that notwithstanding the amount of the loss or Damage the automatic reinstatement will be made once during the Period of Insurance. Any subsequent reinstatement or variation of this Section will only be considered on request and on such terms that may be mutually agreed upon.

### Alarm condition

If a security alarm system is installed in the Premises or to the vehicle conveying the Property Insured the following conditions apply:

- a. the security alarm system must be well maintained and in good working condition at all times;
- b. the security alarm system must be made operative whenever the Premises are left unoccupied or when the conveying vehicle is left unattended;
- c. if the security alarm system relies upon either electricity or communication services to operate in the correct manner, electricity and communication services must be connected to the security alarm and operational at all times unless the power supply

has failed due to unforeseen circumstances beyond  
Your control.

We will not be liable for Damage if You do not comply  
with these conditions.

# Section Two – Public and Products Liability

## The cover

This Section insures all amounts which You become legally liable to pay as compensation for Personal Injury and/or Property Damage occurring within the Territorial Limits as a result of an Occurrence in connection with Your Business, up to the Limit of Indemnity stated in the Schedule.

## Definitions applicable to this Section

**“Aircraft”** means any vessel, craft or device made or intended to fly or move in or through the atmosphere or space.

**“Employment Practices”** means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment by You.

**“Excess”** means either the amount of money specified in the Schedule or otherwise stated in Your Policy that You must pay or contribute as the first payment for each Occurrence including supplementary payments.

**“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.

**“Incidental Contracts”** means:

- a. any written rental agreement or lease of real property which does not impose on You:
  - (i) an obligation to insure such property, or
  - (ii) any liability regardless of fault;

- b. any written contract with any public authority for the supply of water, gas or electricity but only to the extent of indemnifying any such authority in respect of liability arising out of Your Business and excepting contracts for the performance of work or provision of services by You.

**“Medical Persons”** means legally qualified medical practitioners, legally qualified, enrolled and registered nurses, dentists and first aid attendants.

**“Occurrence”** means an event including continuous or repeated exposure to substantially the same general conditions which results in Personal Injury or Property Damage neither expected nor intended by You. All occurrences of a series consequent upon or attributable to one source or originating cause are deemed to be one Occurrence.

**“Personal Injury”** means:

- a. death, bodily injury, sickness, disease, disability, shock, fright, mental anguish and mental injury;
- b. (i) false arrest, wrongful detention or imprisonment, malicious prosecution,  
(ii) wrongful eviction,  
(iii) assault or battery,  
(iv) libel, slander, defamation of character or invasion of right of privacy,

which occurs during the Period of Insurance.

In the event of Personal Injury claims arising from latent injury, latent disease, latent sickness or latent disability, such injury, disease, sickness or disability in respect of each claim shall be deemed to have occurred on the day such injury, disease, sickness or disability was first medically diagnosed.

**“Pollutants”** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to

smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste. Waste includes material to be recycled, reconditioned or reclaimed.

**“Property Damage”** means:

- a. physical Damage to, physical loss of or physical destruction of tangible property that occurs during the Period of Insurance including any resultant loss of use; or
- b. loss of use of tangible property that has not been physically Damaged, physically lost or physically destroyed provided such loss of use is caused by physical Damage to, physical loss of or physical destruction of other tangible property that occurs during the Period of Insurance.

**“Territorial Limits”** means:

- a. anywhere within Australia or its external territories;
- b. elsewhere in the world but only in respect of:
  - (i) travelling executives or salespeople who are normally resident in Australia,
  - (ii) Your Products exported to anywhere in the world except the United States of America or Canada or any country, territory or protectorate to which the laws of the United States of America or Canada apply.

**“Tool of Trade”** means a Vehicle which has any tool or plant forming part of or attached to or used in connection with it while such tool or plant is in operation for the purpose of the Business, but does not include:

- a. Vehicles while in transit to or from or within any place of work; or
- b. Vehicles used for transport or haulage.

**“Vehicle”** means any type of machine on wheels or on self laid tracks made or intended to be propelled by

other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine.

**“Watercraft”** means any vessel, craft or thing (other than a Hovercraft) made or intended to float on or in or travel on or through water.

**“Worker”** means any person employed by You or deemed to be employed by You pursuant to any law.

**“Workers’ Compensation Law”** means any law relating to compensation for injury to Workers or employees.

**“You”, “Your”, “Yours”** means:

- a. the Insured shown in the Schedule;
- b. any subsidiary companies of a. above, existing at the commencement date of the Period of Insurance as shown in the Schedule, whose place of incorporation is within Australia or its external territories;
- c. (i) any company acquired by, and whose operations are controlled and managed by, the Insured shown in the Schedule or a company referred to in b. above during the Period of Insurance as a result of consolidation, merger or purchase;  
(ii) any subsidiary company that is incorporated by the Insured shown in the Schedule or by a company referred to in b. above, during the Period of Insurance;

Provided that:

- (i) any such acquisition or incorporation is notified to Us within 90 days;
- (ii) the newly acquired or incorporated company conducts the same type of business as Your Business; and
- (iii) the newly acquired or incorporated company is incorporated within Australia or its external territories;

- d. (i) any director, executive officer, employee or partner of the Insured shown in the Schedule or a company referred to in b. or c. above, but only while acting within the scope of their duties in such capacity; and  
(ii) any shareholder of a company referred to in a., b. or c. above, but only while acting within the scope of their capacity as shareholders of such company;
- e. any principal in respect of the liability of such principal arising out of the performance by the Insured shown in the Schedule or a company referred to in b. or c. above, 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 limited always to the extent of cover and Limit of Indemnity provided in this Policy Section;
- f. any office bearer or member of a social and/or sporting club formed with the consent of any of the parties in a., b., c. or d. (above).

**“Your Products”** means anything (after it has ceased to be in Your physical possession or under Your control) manufactured or deemed to have been manufactured, constructed, grown, extracted, produced, processed, assembled, erected, installed, repaired, serviced, treated, sold, supplied (including services) or distributed by You including any container (other than a Vehicle).

## **Limit of Indemnity and Excess applicable to this Section**

The Limit of Indemnity is the amount stated in the Schedule. This is the maximum amount We will pay in respect of any one Occurrence provided that, for all legal liability directly or indirectly arising out of Your Products, Our total aggregate liability during

any one Period of Insurance will not exceed the Limit of Indemnity.

In respect of Property Damage You must pay the amount shown in the Schedule as the Excess for each Occurrence.

## Supplementary payments

Subject to the provisos below, in addition to the Limit of Indemnity, We will also make the following supplementary payments:

- a. all charges, expenses and legal costs incurred by Us and/or by You with Our prior written consent in the investigation, reporting, settlement or defence of any claim or suit for compensation for which:
  - (i) You are entitled to cover under this Policy, or
  - (ii) You would be entitled to cover under this Policy if such claim or suit were to be sustained;
- b. all legal costs taxed against You in any such suit or claim and all interest on the judgement or settlement amount accruing after the entry of judgement against You until We have paid, tendered or deposited in court such part of the judgement as does not exceed the Limit of Indemnity;
- c. all expenses incurred by You for providing first aid to others for Personal Injury for which You are covered by this Policy (other than medical expenses prohibited by law);

Provided that:

- (i) if a payment exceeding the Limit of Indemnity has been made or is required to be made to dispose of a claim, Our liability to make supplementary payments will be limited to the proportion of the supplementary payments as the Limit of Indemnity bears to the amount paid or required to be paid to dispose of the claim. Where the application

of this clause means that You are liable to repay supplementary payments to Us, We may set off the amount that You owe Us against any other entitlements You have under this Policy,

- (ii) supplementary payments in connection with claims made and/or actions instituted against You within the United States of America or Canada or claims and actions to which the laws of the United States of America or Canada apply will form part of the Limit of Indemnity and not be additional to it.

## **Specific exclusions applicable to this Section**

This Section does not cover any actual or alleged liability:

### **1. Aircraft, Hovercraft**

arising directly or indirectly out of or in any way connected with:

- a. the ownership, possession, maintenance, repair, operation or use by You or on Your behalf; or
- b. any of Your Products which are incorporated into the structure, machinery or controls;

of any Aircraft or Hovercraft.

### **2. Asbestos**

arising directly or indirectly out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

### **3. Assault and battery**

arising directly or indirectly out of or in any way connected with assault and/or battery committed by You or at Your direction.

This exclusion 3. will not apply when such assault and/ or battery is committed for the purpose of preventing or eliminating danger to persons or property.

#### **4. Contractual liability**

assumed under any contract or agreement.

This exclusion 4. does not apply to:

- a. liability that would have been implied by law in the absence of such contract or agreement;
- b. liability assumed by You under a warranty of fitness or quality regarding Your Products;
- c. those written contracts shown in the Schedule;
- d. liability assumed under Incidental Contracts.

#### **5. Defamation, libel and slander**

arising directly or indirectly out of or in any way connected with, the publication or utterance of any libellous, slanderous, defamatory or disparaging material:

- a. made prior to the commencement of the Period of Insurance;
- b. made at Your direction or with Your authority and with knowledge of its falsity; or
- c. related to advertising, broadcasting, telecasting or publishing activities conducted by You or on Your behalf.

#### **6. Defect in design**

arising directly or indirectly out of or in any way connected with, any defective design or error in specification or formula in any of Your Products.

Exclusion 6. shall not apply in respect of any design, specification or formula in any of Your Products, which was not provided for remuneration, such as a fee or commission.

## **7. Employer's liability**

- a. for Personal Injury to any Worker, if You are required by law to insure or otherwise fund, whether through self insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited or not) for such Personal Injury; or
- b. imposed by:
  - (i) any Workers' Compensation Law;
  - (ii) the provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award, agreement or determination;
  - (iii) any law relating to Employment Practices.

## **8. Erections, alterations and additions**

arising directly or indirectly out of or in any way connected with, the construction, erection, alteration, demolition of and/or addition to buildings by You or on Your behalf.

This exclusion 8. will not apply to each individual contract of construction, erection, alteration of and/or additions to buildings You enter that does not exceed the sum of \$500,000.

## **9. Faulty workmanship**

for the costs or expenses incurred in performing, completing, correcting or improving any work or service undertaken or provided by You or on Your behalf.

## **10. Loss of use**

for loss of the use of tangible property (not having been physically Damaged or destroyed) arising directly or indirectly out of or in any way connected with:

- a. a delay in or lack of performance by You or on Your behalf in relation to any contract or agreement; or
- b. the failure of Your Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You.

This exclusion 10.b. does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical Damage to or destruction of Your Products after such products have been put to use by any person or organisation other than You.

## **11. More specific policy**

for which indemnity is provided, or would have been provided but for any applicable deductible or Excess, under a more specific policy shown as such in the Schedule.

## **12. Participation**

for Personal Injury to any person or Property Damage to the property of any person arising directly or indirectly out of or in any way connected with, the actual participation of such person in any sport, exercise or activity such as but not limited to aerobics, athletics, football, aquatic, aerial or equestrian activity.

The term “participation” as used in this exclusion includes the participation, training or practice for, supervision or control of such activities.

This exclusion 12. does not apply to Personal Injury or Property Damage, caused by any fault or defect in equipment provided by You at any location owned and/or occupied by You for the purpose of Your Business.

## **13. Penalties, liquidated damages, punitive, exemplary and/or aggravated damages**

for fines or penalties imposed by law or liquidated damages or punitive, exemplary and/or aggravated

damages and/or any additional damages resulting from the multiplication of compensatory damages.

## **14. Pollution**

arising directly or indirectly out of or in any way connected with:

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

Exclusion 14.a. and c. shall not apply where the claim arises from a sudden identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place and occurs outside of the United States of America or Canada or any country, territory or protectorate to which the laws of the United States of America apply, however, the total aggregate Limit of Indemnity during any one Period of Insurance shall not exceed the Limit of Indemnity stated in the Schedule.

## **15. Product defect**

for Property Damage to Your Products if such Property Damage arises directly or indirectly out of or is in any way connected with:

- a. any defect in them or their harmful nature;

- b. their unsuitability for the purpose for which they were intended; or
- c. their inherent vice or inefficiency or ineffectiveness.

## **16. Product recall**

arising directly or indirectly out of or in any way connected with, the removal, withdrawal, recall, inspection, repair, reconditioning, replacement or loss of use of Your Products or any property of which such Products form a part if they are withdrawn from the market or from use because of any known or suspected defect or deficiency in them.

## **17. Professional liability**

arising directly or indirectly out of or in any way connected with the provision by You or anyone on Your behalf to provide professional advice or any error or omission connected therewith.

Provided that this exclusion 17. does not apply to:

- a. the rendering of or failure to render medical advice by Medical Persons employed by You to provide first aid and other medical services on Your Premises, other than where Your Business involves the provision of professional medical services or advice (which includes dental and veterinary services and advice) and the provision or sale of medication or other medical equipment, prosthetics, aids or devices of any description; or
- b. Personal Injury or Property Damage where such professional advice is not given for remuneration such as a fee or commission.

## **18. Property in physical or legal control**

for Property Damage to:

- a. property owned by or leased or rented to You;
- b. property in Your physical or legal control.

Provided that this exclusion 18. will not apply to liability for Property Damage to:

- (i) buildings which are leased or rented to You;
- (ii) buildings, including their contents, not owned, leased or rented to You but temporarily occupied by You for the purpose of carrying out work in connection with Your Business, but We will not pay for Property Damage to that part of the property on which You are or have been working which arises out of such work;
- (iii) Vehicles (not belonging to or used by You or on Your behalf) in Your physical or legal control where such Property Damage occurs while any such Vehicles are in a car park which is not owned or operated for reward by You as part of Your Business;
- (iv) property belonging to visitors or Your employees; or
- (v) property (other than in (i) to (iv) above) in Your physical or legal control (except for that part of any property that is undergoing any process or is being worked upon where Property Damage arises out of such process or work) for which You have not assumed any responsibility to obtain insurance.

Our liability under this proviso (v) will be limited to \$100,000 in the aggregate in respect of any one Period of Insurance, unless a higher amount is shown in the Schedule, and will be subject to the Excess shown in the Schedule.

## 19. Smoking

for any Personal Injury arising directly or indirectly out of or in any way connected with, the inhalation or ingestion of or exposure to:

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

## 20. Technology, information and the Internet

arising directly or indirectly out of or in any way connected with Your Internet Operations.

This exclusion does not apply to liability otherwise covered by this Policy which would have arisen irrespective of Your Internet Operations.

Internet Operations includes but is not limited to, the following:

- a. use of electronic mail systems by You or Your employees, including part-time and temporary staff, and others acting on Your behalf;
- b. access through Your network to the world wide web or a public internet site by You or Your employees, including part-time and temporary staff, and others acting on Your behalf;
- c. access to Your intranet (meaning internal company information and computing resources) which is made available through the world wide web for Your customers or others outside Your organisation; and
- d. the operation and maintenance of Your website.

Nothing in this exclusion shall be construed to extend coverage under this Section to any liability which would not have been covered in the absence of this exclusion.

## 21. Vehicles

arising directly or indirectly out of or in any way connected with, the ownership, possession, operation or use by You or on Your behalf of any Vehicle:

- a. which is registered or is required under any legislation to be registered;

This exclusion 21.a. will not apply to:

- (i) liability for Personal Injury or Property Damage arising beyond the limits of any carriageway or thoroughfare or caused by the loading or unloading of any Vehicle or trailer;

(ii) liability for Personal Injury and/or Property Damage arising from the use of any Vehicle as a Tool of Trade.

- b. where such liability is required by virtue of any legislation to be insured under a compensation scheme or policy of bodily injury insurance.

## **22. Watercraft**

arising directly or indirectly out of or in any way connected with, the ownership, maintenance, possession, operation or use by You or on Your behalf of any Watercraft, the hull of which exceeds 8 metres in length except where such Watercraft are owned and operated by others and used by You for Business entertainment.

## **Specific conditions applicable to this Section**

### **1. Cross liability**

Where You are comprised of more than one entity, the term “You” will be considered as applying to each entity in the same manner as though a separate policy had been issued to each entity, provided that Our Limit of Indemnity and liability to make supplementary payments will apply as though there were not separate policies issued to each entity.

### **2. Discharge of liabilities**

We may at any time pay to You or on Your behalf in respect of all claims against You:

- a. the amount of the Limit of Indemnity (after deduction of any sum or sums already paid by Us);  
or
- b. any lesser sum for which the claim or claims may be settled.

Upon such payment We will relinquish conduct or control of the defence of all claims against You and be

under no further liability under this Policy in connection with such claim or claims.

Provided that We will pay for costs, charges and expenses recoverable from You in respect of the period prior to the date of such payment (whether or not this is pursuant to an order made subsequently) or incurred by Us or by You with Our written consent prior to the date of such payment.

### **3. Premium adjustment**

If the premium for this Policy has been calculated on the basis of any estimates given by You, You must keep accurate records containing all relevant particulars and at any reasonable time allow Us to inspect such records.

Following the expiry of each Period of Insurance You must supply Us with such records as We may reasonably require so that the premium for that period may be calculated. Subject to any minimum premium applicable, the difference must be paid by or will be allowed to You as the case may be.

### **4. Reasonable care and maintenance**

You must:

- a. take reasonable precautions to prevent the manufacture, sale or supply of defective products;
- b. at Your expense, take reasonable action to trace, recall or modify any products containing any defect or deficiency which defect or deficiency You have knowledge of or have reason to suspect.

If You do not meet the above conditions, We may cancel the Policy and/or reduce or refuse to pay a claim.

### **5. Applicable law**

Any phrase or word in this Section and Schedule will be interpreted in accordance with the law of the Commonwealth of Australia.



For all enquiries please call Allianz on 13 1000 or talk to broker

[allianz.com.au](http://allianz.com.au)

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POL063BA/FI 05/12

