

Sportspack

Property Insurance Policy



Contents

Information	3
Documentation	3
Your Duty of Disclosure – The things You need to tell Us	3
Important Notices	4
Code of Practice	6
Dispute Resolution	7
Policy Terms and Conditions	8
Insurer	8
Our agreement with You	8
Other interested parties	8
Paying Your Premium	8
Preventing Our right of recovery	8
Definitions	9
Scope of Cover	11
Fire and Perils Section	11
Business Interruption Section	23
Theft Section	30
Money Section	33
Glass Section	36
Employee Dishonesty Section	38
Machinery Section	41
Computer & Electronic Equipment Section	47
General Property Section	53
General Exclusions	57
War and Terrorism	57
Radioactivity	57
Alteration of the Risk	57
Acquisition of Companies	58
Unoccupied Buildings and Premises	58
General Conditions	58
Cancelling Your Policy	58
Changing Your Policy	59
Confidentiality	59
Headings	59
Inspection of Property	59
Notifications	59
Notices	59
Other interests	59
Reasonable Care	60
Claims	60

Information

Documentation

Your Policy comprises

- a. The Policy wording which contains the Policy Terms, Conditions and Exclusions relating to the Policy.
- b. The Policy Schedule which sets out the specific terms applicable to Your cover.

These Documents should be read together.

The Policy wording and the Policy Schedule form Your legal contract with Us so please keep them in a safe place for future reference.

If You require further information about this product, please contact Your Broker or Sportscover Australia or log on to www.sportscover.com

Your Duty of Disclosure – The things You need to tell Us

Under the Insurance Contracts Act 1984, You have a Duty of Disclosure. You are required before You enter into, renew, vary, extend or reinstate Your Policy, to tell Us everything You know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to Our decision whether to insure You, and anyone else to be insured under the Policy, and if so, on what terms.

- **You do not have to tell Us about any matter**
 - that diminishes the risk
 - that is of common knowledge
 - that We know or should know in the ordinary course of Our Business as an insurer, or
 - which We indicate We do not want to know.
- **If You do not tell Us**
 - If You do not comply with Your Duty of Disclosure We may reduce or refuse to pay a claim or cancel Your Policy. If Your non-disclosure is Fraudulent We may also have the option of avoiding the contract from the beginning.

Important Notices

Cover

The terms, conditions and limits of Your insurance are fully set out in the Policy and the Policy Schedule. You should satisfy Yourself that the cover provided meets Your requirements.

Claims

This Policy does not provide cover in relation to Events that occurred before the contract was entered into.

Excess

Excess or deductible is the sum of money we will not pay in respect of a claim. This Policy and the Policy Schedule detail the deductibles which may be applicable.

"Average" / Underinsurance

This Policy is subject to the following "Average" / Underinsurance Limitation of Cover, which apply to:-

The Fire and Perils Section

The Business Interruption Section

This means that if You under declare values on the day of commencement of the Period of Insurance, You may not receive full compensation in the event of Damage occurring.

"Average" / Underinsurance puts You in a position where You proportionally share losses.

The effect of these "Average" / Underinsurance Limitations of Cover can be shown by using the following formula:

For The Fire and Perils Section

$$\begin{array}{c}
 \boxed{\text{Your declaration of value}} \div \boxed{\text{85\% of actual Replacement Cost at the Premises}} \times \boxed{\text{amount of Damage}} \\
 \\
 = \boxed{\text{amount payable by Us (not exceeding the Sums Insured)}}
 \end{array}$$

For The Business Interruption Section

$$\begin{array}{c}
 \boxed{\text{Your declaration of value}} \div \boxed{\text{85\% of actual amount required to indemnify You}} \times \boxed{\text{amount of Damage}} \\
 \\
 = \boxed{\text{amount payable by Us (not exceeding the Sums Insured)}}
 \end{array}$$

The 85% "Average" / Underinsurance formula is not applied if:

1. under the Fire & Perils Section;
 - a. The Sum Insured is 85% or more of the actual Replacement Cost.
 - b. The Claim is less than 5% of the Sum Insured.
2. under the Business Interruption Section;
 - a. The Sum Insured is 85% or more of the actual value.
 - b. The Claim is less than 10% of the Sum Insured.

Please contact us if you would like more precise details of:

- a. How "Average" / Underinsurance might affect you.
- b. How to calculate declared replacement values.

Code of Practice

This Policy is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. Any enquiry or complaint relating to this Insurance should be referred to Us in the first instance. If this does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should write to:

Lloyd's Underwriters' General Representative in Australia

Suite 2, Level 21
Angel Place
123 Pitt Street
Sydney NSW 2000
Telephone Number: (02) 9223 1433
Facsimile Number: (02) 9223 1466

Who will refer your dispute to the Complaints Department at Lloyd's.

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service (UK). Further details will be provided at the appropriate stage of the complaints process.

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia
Suite 2, Level 21
Angel Place
123 Pitt Street
Sydney NSW 2000

who has authority to accept service and to appear on the Underwriters' behalf;

- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Policy immediate notice should be given to:

Sportscover Australia Pty Ltd
271-273 Wellington Road
Mulgrave, Victoria, 3170
or
Locked Bag 6003
Wheelers Hill, Victoria, 3150

Claims Hotline – 1300 134 956

Dispute Resolution

We will do everything possible to provide a high quality service to You. However, We recognise that occasionally there may be some aspect of Our service or a decision We have made that You wish to question or draw to Our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to Your complaint within 15 working days.

If You would like to make a complaint or access Our internal dispute resolution service please contact Your nearest Sportscover office and ask to be referred to Our dispute resolution department or contact Us via www.sportscover.com

Policy Terms and Conditions

Insurer

The Policy is underwritten by Syndicate 3334 at Lloyd's (Sportscover), registered address in Australia is 271-273 Wellington Road, Mulgrave VIC 3170.

This is to certify that in accordance with the authorisation granted under contract number B0573K007862010 Syndicate 3334 at Lloyd's have agreed to insure you, in accordance with the terms and conditions of this Policy.

You or Your representative can obtain further details of Syndicate 3334 by requesting them from Us.

In accepting this insurance, We have relied on the information and statements that you have provided on the Proposal Form (or Declaration). You should read this Policy carefully and if it is not correct contact Us.

Our agreement with You

This Policy is a legal contract between You and Us. You pay Us the premium, and We provide You with the cover You have chosen as set out in the Policy for Events occurring during the Period of Insurance shown on Your Policy Schedule or any renewal period.

The amount of any Excess that applies to Your Policy will be shown on Your Policy Schedule.

Each section of the Policy may have individual Exclusions and Conditions that are applicable to that section only. The General Exclusions and General Conditions apply to all sections of this Policy.

Other interested parties

You must tell Us of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance. We will protect their interests only if You have told Us about them and We have noted them on Your Policy Schedule.

Paying Your Premium

You must pay Your premium prior to the commencement of this Policy or by the due date. If We do not receive Your premium by this date or Your payment is dishonoured this Policy will not operate and there will be no cover.

Preventing Our right of recovery

If You have agreed not to seek compensation from another person who is liable to compensate You for any loss, Damage or liability which is covered by this Policy, We will not cover You under this Policy for that loss, Damage or liability.

Definitions

Wherever used in this Policy the following Terms or Words have the following special meanings. Within each Section of the Policy additional Terms or Words (and their special meanings) are noted.

Term or Word **General Definitions applicable throughout the Policy**

Australia	means Australia and all of its States and Territories including all External Territories.
Business	means the Business described in the Policy Schedule including the provision and management of canteens, social, sports and welfare organisations for the benefit of Your Employees, first aid, fire and ambulance services and maintenance of Your Premises.
Damage	means accidental physical Damage, destruction or loss. “ Damaged ” has a corresponding meaning to Damage.
Employee(s)	means any person engaged under a contract of service or apprenticeship with You, but does not include any person employed under such contract who is excluded from the definition of ‘worker’ under any workers’ compensation legislation.
Endorsement	means an individual Endorsement Document that We give You that attaches to and forms part of Your Policy. This Document varies the terms and conditions of Your Policy.
Event	means an Event or series of Events that arise from one source or original cause.
Excess	means the amount You first bear in relation to any cover for a claim under this Policy. “ Deductible ” has a corresponding meaning to Excess. The amount of the Excess is shown in the Policy Schedule.
Glass	means glass, sanitary ware and plastic material used as glass
Indemnity Value	means the cost necessary to reinstate, replace or repair the property to a condition substantially the same as but not better or more extensive than its condition at the time of the destruction, loss or damage taking into consideration, age, condition and remaining useful life
Money	means current coin, bank notes, currency notes, cheques, credit card sales and/or discount house vouchers, postal orders, money orders, unused postage and revenue stamps, and including the value of stamps contained in franking machines
Occurrence	means an Event which results in Damage to the Property, neither expected nor intended from Your standpoint. All Damage to Property arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one Occurrence.
Period of Insurance	means the period referred to in the Policy Schedule or any further period for which the renewal has been agreed.
Premises	means the Buildings referred to in the Policy Schedule and occupied by You for the purposes of the Business.
Property	means any tangible Property both real or personal of every kind and description belonging to You or that You are responsible for.

Policy Schedule	means the schedule attaching to this wording confirming currency of the Policy or the Policy Schedule subsequently issued on renewal or variation or by way of Endorsement.
Policy	means this Document; the Policy Schedule, the Proposal, and any Endorsement(s) that together are to be considered as one Document.
Sum Insured	means the applicable Sum Insured specified in the Policy Schedule.
Terrorism	means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which: <ol style="list-style-type: none"> 1. involves violence against one or more persons; or 2. involves Damage to Property; or 3. endangers life other than that of the person committing the action; or 4. creates a risk to health or Safety of the public or a section of the public; or is 5. designed to interfere with or to disrupt an electronic system.
Theft	means the dishonest appropriation of Property or Money belonging to You, with the intention of permanently depriving You of it.
We, Our, Us	means JLT Sport, a division of Jardine Lloyd Thompson Pty Ltd, ABN 69 009 098 864, under an authority from The Insurer.
You, or Your	means the person(s), companies or firms named on the current Policy Schedule as 'The Insured'.

Scope of Cover

This part explains what You are insured against

The following Sections form part of Your Policy **only** when they are shown in the Policy Schedule.

Fire and Perils Section

Term or Word Fire & Perils Section Definitions

Building(s) means a permanently fixed structure that consists of a roof and external walls that completely enclose an area beneath the roof when doors and windows that form part of the structure are closed.

Provided that when the word Building(s) is used in the Policy Schedule to describe a Category of Property Insured it is agreed that the following Property is included in that Category:

1. carports, pergolas and canopies;
2. barns and outbuildings;
3. storage sheds and tanks;
4. walls, fences, gates and letterboxes;
5. all permanent fittings and fixtures to any Building;
6. external fixed:
 - a) swimming pools, saunas and spas;
 - b) gangways between Buildings; and
 - c) lights and signs;
7. flag poles;
8. communications masts, aerials, antennae and dishes;
9. fixed floor coverings;
10. paths and driveways;
11. foundations of any Building;
12. structural improvements to any Buildings; and
13. underground & above ground services connected to any Building.

Breakdown means the actual breaking, seizing, deforming or melting of any part of any Property while that Property is in use that is caused by mechanical, electrical or electronic defect within the Property that causes sudden malfunction that requires repair or replacement before the Property can resume normal operation.

Category means the Category into which Property insured in the Fire and Perils Cover can be designated from the following:

1. Building(s)
2. Plant and Machinery (& all other Contents) including Stock;
3. Specific Items;

Specific Items are any items of Property that are specified in the Policy Schedule.

For the purposes of this Definition, all other Contents is deemed to include sporting equipment, computers and other electronic equipment.

Provided that when Property is being designated to these categories We agree to accept the designation used by You in Your records.

“Categories” shall have a corresponding meaning to Category.

Damage Value	means the value of the Property that is Damaged after the Damage. This value must take account of the Pre Damage Value and any real reduction in value of the Property following the Damage
Depreciation Factor	means the number calculated by dividing the Pre Damage Value of any item by its Replacement Cost.
Flood	means the inundation of normally dry land by water escaping or released from the normal confines of any natural water course or lake (whether or not altered or modified) or any reservoir canal or dam.
Insured Peril	means any of the Insured Perils that are shown in the Fire and Perils Section under the heading Cover.
Plant and Machinery	means: <ol style="list-style-type: none"> 1. Business furniture, fixtures and fittings, machinery plant and equipment and all other Contents either Your own or for which You may be responsible for the purposes of the Business at the Premises, 2. directors', partners' and Employees' personal effects but only so far as they are not otherwise insured up to a limit of \$2,000 any one person or \$10,000 in the aggregate for any one Occurrence 3. Business Records including computer systems records, Documents, manuscripts, securities, deeds, specifications, plans, drawings, designs, Business books and other records of every description.
Pollution or Contamination	means the discharge, dispersal, release or escape of smoke or soot from industrial operations (other than sudden and unforeseen discharge, dispersal, release or escape consequent upon Damage at the Situation), vapours, fumes, acids, alkalis, chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any Property, land, atmosphere or any water course or body of water (including ground water).
Pre Damage Value	means the value of the Property that is Damaged immediately before the Damage. This value must take account of wear and tear, maintenance, construction, general condition and the anticipated future useful life of the Property.
Reinstatement	means to restore that part of the Property that is Damaged so that the function, Output and construction are similar to that part of the Property when it was new, this by repairing it or at Our option replacing that part of the Property with similar new Property
Replacement Cost	means the cost to replace Property with new Property that has similar function output and construction to that of the original Property when it was new, this shall include all charges, fees and costs such as but not limited to architects, engineers and other consultants fees necessarily incurred when replacing this Property.
Stock	means merchandise or materials of trade either manufactured or in the course of manufacture, goods held in trust or on commission either belonging to You or for which You are legally responsible. Furthermore, Stock is extended to include alcohol, cigarettes, cigars and tobacco goods
Total Sum Insured	means the amount shown in the Policy Schedule as the Total Sum Insured for a specific Premises

Cover

We will pay up to the Sum Insured in accordance with the Basis of Settlement for Property shown in the Policy Schedule that is Damaged at the Premises during the Period of Insurance by any of the following Insured Perils:

Fire and Perils means

1.
 - a. fire resulting from explosion or otherwise, but excluding spontaneous combustion, fermentation, heating or any process involving the direct application of heat. This exclusion shall be limited to the item or items immediately affected and shall not extend to other Property Damaged as a result of such spontaneous combustion, fermentation, heating or any process involving the direct application of heat.
 - b. lightning or thunderbolt.
 - c. attempts by civil authorities to prevent the spread of fire.
2. Aircraft or other aerial devices or articles dropped therefrom, sonic boom.
3. Earthquake, subterranean fire, volcanic eruption provided that We will not pay or contribute an amount equal to 1% of the Total Sum Insured of the Property at all the Premises or \$20,000 which ever is the lesser.
4. Storm, tempest, rainwater, snow, sleet, wind, hail but not:
 - a. By water from or action of the sea, tsunami, tidal wave, storm surge, high water, Flood.
 - b. To gates, fences, retaining walls, shade-cloth, exterior textile awnings or blinds.
 - c. To Property in the open air unless such Property is a permanent structure designed to function without the protection of walls or roof.
 - d. Erosion, subsidence, landslide, collapse or any other movement of earth.
 - e. From water seeping, percolating or otherwise penetrating into the Building(s) as a result of structural defects, faulty design or faulty workmanship in the construction.
 - f. Caused by water entering Building(s) through an opening in the wall or roof made for the purpose of alterations, additions, renovations, or repairs.
5. Water, liquids or substances discharged, overflowing or leaking from fixed apparatus, fixed appliances, fixed pipes or other systems.
6. Riots, civil commotions, strikes or Locked out workers or persons taking part in labour disturbances or whereby Damage occurs as a result of vandalism by persons not being tenants (including Damage or destruction to Property caused by Theft or any attempt thereat) or any lawfully constituted authority in connection with the foregoing acts but not by:
 - a. Cessation of work whether total or partial;
 - b. Cessation, interruption, or retarding, of any process or operation as a direct result of strikes, labour disturbances or Locked out workers.
7. Explosion, but not Damage to boilers (other than boilers used for domestic purposes only), economisers, vessels under pressure or their Contents resulting from their own explosion.

8. Impact by:

- a. Vehicles designed primarily for use on land.
- b. Animals, but not Damage by eating, chewing, clawing or pecking of animals or birds.
- c. Trees or branches of trees. This peril includes the reasonable costs associated with the removal and disposal of the tree or branches which caused the Damage. But excludes Damage caused by felling or lopping of trees either by You or by someone acting with Your permission.
- d. Communication masts, towers, antennae or satellite dishes.

Basis of Settlement

When Property shown in the Policy Schedule is Damaged during the Period of Insurance the following Basis of Settlement will apply at each Premises:

1.

a. Business Records

For Damage to Business Records; books, plans, computer print outs, patterns, and other Business records, the cost of repairing, replacing, reproducing or restoring same, including information contained therein or thereon, but excluding the value to You of the said information; or, if repair, replacement, reproduction or restoration is not carried out with reasonable dispatch, the Replacement Cost of materials as blank stationery at the time and place of the Damage.

b. All other Property that is Damaged

For all other Property that is Damaged We will pay for the cost of Reinstatement.

2. Rebuilding at another location

Following Damage to a Building that is insured by this Cover Section You have the option of rebuilding that Building at the location where the Damage happened or at any other location in Australia.

Provided that:

- a. We will not pay more than the cost that would have been incurred if Reinstatement of the Building that is Damaged had taken place at the location where the Damage happened; and
- b. if the actual cost of rebuilding is less than the cost of Reinstatement at the location where the Damage happened then Our payment is limited to the actual cost of rebuilding.

Limitations of Cover

1. Categories of Property

We will only pay for Property at a specific Premises that can be correctly designated to one of the Categories of Property shown in the Policy Schedule for that Premises.

2. Sum Insured

- a. For each specific Category of Property at a specific Premises We will only pay up to the Sum Insured shown for that Category of Property at that Premises.
- b. For each specific Premises where Damage happens, the Sum Insured for each Category of Property that suffers Damage will be reduced by any payment made or due to be made by Us following Damage covered by this Cover Section.

3. Total Sum Insured

- a. We will not pay more than the Total Sum Insured that applies to the specific Premises where the Damage happens.
- b. The Total Sum Insured will be reduced by any payment made or due to be made by Us following Damage covered by this Cover Section.

4. Cash Settlement

If You request a cash settlement or if Reinstatement is not carried out, We will only pay the lesser of:

- a. amount calculated by applying the Depreciation Factor to the cost of Reinstatement; or
- b. the Pre Damage Value less the Damaged Value.

5. "Average" / Under Insurance

For each specific Category of Property at a specific Premises if the Sum Insured at the start of the Period of Insurance is less than 85% of the Replacement Cost of all Property located at that Premises that can be designated to that Category, then when there is a claim for Property that can be designated to that Category which exceeds 5% of that Sum Insured, We will pay that proportion of the cost of Reinstatement that the Sum Insured bears to 85% of the Replacement Cost of all Property at that Premises that can be designated to that Category.

Provided that any additional costs incurred when You comply with the requirements of any lawful authority (as described in Extensions of Cover A, 1. Extra Cost of Reinstatement) will be omitted from the calculation of the Replacement Cost.

6. Excess

You are liable for the Excess for each and every Event that results in Damage.

Exclusions

Unless shown in the Policy Schedule, We will not pay for Damage to:

- a. furs, jewellery, gold, silver, platinum, pearls, diamonds, sapphires, rubies and other precious stones unless these items are Stock and Stock is shown in the Policy Schedule as insured;
- b. Money;
- c. Glass
- d. Property in transit outside the Premises other than Property that is covered by Extensions of Cover C, 1. Restricted Transit;
- e. aircraft, locomotives, rolling stock and all watercraft whilst in water and watercraft that are not Stock;
- f. registered motor vehicles including but not limited to motor cycles, caravans and trailers;
- g. animals;
- h. bridges, docks, jetties, piers, roadways, tunnels and wharves;
- i. canals, dams, reservoirs, other than tanks and their Contents;
- j. standing timber, growing crops, plants, land including top soil and fill, landscaping, gardens and pastures;
- k. Property being constructed, built, erected, altered or dismantled, including all associated materials or supplies; provided that this Exclusion (k) does not apply to:
 - i. such Property if the total value of work is less than \$250,000 and it is also less than 20% of the Sum Insured shown for Buildings at the Premises concerned; and
 - ii. that portion of the Building or part of any Property that is not directly affected by such work;
- l. mining Property and any equipment located beneath the surface of the ground;
- m. Property while it is undergoing any process where Damage results from its being processed;
- n. landlords fixtures and fittings unless these are included as part of the Sum Insured for Buildings; and
- o. Property awaiting or undergoing demolition and this Exclusion shall apply to all Contents, fittings, Plant and Machinery associated with such Property (regardless of the fact these items were intended to be removed prior to demolition).

Extensions of Cover A – Included within the Total Sum Insured for each Premises

When Property at a specific Premises is Damaged by an Insured Peril, then provided that We do not pay more in the aggregate than the Total Sum Insured for that Premises We will pay for the following costs that are incurred as a result of that Damage:

1. Extra Cost of Reinstatement

- a. The additional costs incurred by You in complying with the requirements of any lawful authority that are imposed after the Damage but limited to costs directly relating to that portion of the Building actually Damaged; or
- b. If the Reinstatement cost of the Damaged Building is more than 50% of the Replacement Cost of the whole Building then We will pay the additional costs incurred by You in complying with Statutory Regulations that are imposed after the Damage for both the Damaged and undamaged portion of the Building.

Provided that We will not pay for any costs that would have been incurred when complying with Statutory Regulations that applied to the Property or Premises prior to the Damage.

These additional costs can be omitted from the calculation of the Replacement Cost of Property, as required in paragraph 5 Under-Insurance of the Limitation of Cover.

2. Temporary Repairs

The cost of temporary repairs to Property that is Damaged including but not limited to the cost of dismantling, shoring up, propping and underpinning Property.

3. Loss of Land Value

Up to \$100,000 for the reduction in land value that results from the requirements of any legal authority that does not allow rebuilding or only allows partial rebuilding at the Premises.

Provided that:

- a. this shall be calculated by subtracting the land value after rebuilding or after We have agreed that rebuilding is not possible from the land value before the Damage;
and
- b. We will not pay more than 10% of the Sum Insured shown for Buildings at the Premises where the Damaged happened.

4. Floor Space Ratio or Index

When the cost of rebuilding a Building that is Damaged costs more than 50% of the Replacement Cost of the entire Building, and rebuilding is only permissible subject to a reduced floor space to land area ratio or index, then We will also pay the cost of rebuilding that would have been incurred had a reduced floor space ratio or index not been applicable, less the actual incurred cost of rebuilding in accordance with the reduced floor space ratio or index, including the additional costs incurred to meet the requirements of any lawful authority as described in Extensions of Cover A, 1. Extra Cost of Reinstatement.

5. Fees and Costs

Fees and costs such as but not limited to architects, engineers and other consultants fees

necessarily incurred in Reinstatement of Property that is Damaged.

Extensions of Cover B – In addition to the Total Sum Insured for each Premises

Following Damage covered by this Cover Section to Property at a specific Premises, We will pay in addition to the Total Sum Insured for that Premises the following costs that result from the cause of the Damage

1. Fire Fighting Costs

The costs of refilling fire fighting appliances and any additional cost incurred by You in putting out a fire that causes Damage.

Provided that the wages of any full time members of Your fire brigade are not covered by this extension and this cover is limited to \$25,000 during the Period of Insurance.

2. Exploratory Costs

The reasonable cost incurred by You to find the source of a leak when liquids have caused Damage to Property.

Provided that this cover:

- a. is limited to \$25,000 during the Period of Insurance; and
- b. does not apply to the cost of locating the source of molten material.

3. Temporary Protection and Watchmen

The reasonable cost incurred by You to protect the Property including the cost of temporary repairs and the hiring of watchmen.

Provided that this cover is limited to \$25,000 during the Period of Insurance.

4. Capital Additions

Reasonable costs incurred by You up to \$100,000 in the aggregate during the Period of Insurance for the Reinstatement of:

- a. alterations to Buildings; and
- b. other capital additions; that have been made at a specific Premises during the Period of Insurance.

Provided that this cover does not apply to:

- a. Property that cannot be correctly designated to a Category that has a Sum Insured shown in the Policy Schedule for that Premises;
- b. Property that can be categorised as Stock; and
- c. costs that during the Period of Insurance are in the aggregate greater than 20% of the Sum Insured for Buildings at the Premises.

5. Demolition and Debris Removal

Up to \$100,000 for the reasonable costs incurred by You for:

- a. the demolition and removal of Property that is Damaged;
- b. the demolition of any Property that is necessary to allow Reinstatement of Property that has been Damaged; and
- c. the cleaning up, removing, storing and disposing of Damaged Property at or from:
 - i. the Premises; and
 - ii. any other location that You are legally required to remove debris from or clean up, provided that You do not own Property at this other location and Your liability did not result from an agreement made after the start of the Period of Insurance unless this liability would have existed anyway.

Provided that We will not pay more than 20% of the Total Sum Insured for the Premises where the Damage happened.

Extensions of Cover C

1. Restricted Transit

We will cover each Category of Property shown in the Policy Schedule for Damage during transit within Australia that is caused by fire, explosion, wind, earthquake and malicious persons.

Provided that the most We will pay under this additional cover is the lesser of \$25,000 or 25% of the Category Sum Insured.

2. New Premises – Temporary Cover

We will temporarily extend the cover provided by this Cover Section to Property at any new Premises that is used by Your Business for the first time during the Period of Insurance.

Provided that:

- a. this temporary cover is limited to a period of 14 consecutive days from the day that You first use the new Premises;
- b. this temporary cover is not available to Property that cannot be correctly designated to one of the Categories of Property that has a Sum Insured;
- c. this temporary cover is only available to Property that is of a similar type to that insured by this Cover Section;
- d. for each specific Category of Property shown in the Policy Schedule this temporary cover is limited to 50% of the Sum Insured for that Category, or if more than one Premises is shown in the Policy Schedule then this 50% limitation will apply to the lowest Sum Insured that applies to a specific Category of Property;
- e. the new Premises has Buildings, fire protection and security features that are similar to those at one of the Premises (shown in the Policy Schedule); and
- f. You provided Us with full details of the new Premises within 14 days of You first using the

new Premises.

3. Automatic Reinstatement

At each Premises when a Category Sum Insured and a Total Sum Insured is reduced following Damage covered by this Cover Section We will automatically increase these reduced amounts to their value immediately before the Damage, Provided that You pay or agree to pay the additional premium required by Us

4. Disposal of Salvage

We will not sell or dispose of any salvage with out giving You the opportunity to buy it at its salvage value, but this extension does not allow You to abandon Property to Us

5. Other Parties/Waiver of Subrogation

We will extend cover to include all other parties that have an insurable interest in the Property who You told Us about including lessors, financiers, trustees, mortgagees, owners and others are specifically noted in Your records; and

We waive any rights and remedies or relief that We are entitled to by way of subrogation against any of these parties.

6. Temporary Removal to Other Premises

We will extend the cover provided by this Cover Section to Property while it is temporarily removed from a Premises shown in the Policy Schedule to some other Premises in Australia.

Provided that:

- a. this extension of cover is not provided to Property in transit;
- b. this extension of cover is only available to Property that can be correctly designated to a Category that has a Sum Insured shown for the Premises at which this Property is normally located; and
- c. the most We will pay under this additional cover is the lesser of \$100,000 or 25% of the Sum Insured for the Category of Property that applies to this Property at the Premises at which the Property is normally located.

7. Minimisation of Damage

We will pay for the reasonable cost of removing Property from the Premises and any Damage resulting from the removal if the Premises are threatened by fire or any other perils insured by any Cover Section of Your Policy provided that the purpose of the removal was to prevent or minimise Damage.

8. Accidental Damage

When accidental Damage is shown in the Policy Schedule, cover is extended to include accidental Damage of Property not otherwise excluded by this Cover Section at the Premises or while temporarily at any other Premises in Australia.

Provided that this cover is limited to the Sum Insured shown for Accidental Damage and is subject to the following Exclusions:

Accidental Damage Exclusions

- a. We will not pay for breakage of Glass.
- b. We will not pay for Property while it is undergoing any process where Damage results from it being processed.
- c. We will not pay for any Property awaiting or undergoing demolition and this Exclusion shall apply to all Contents, fittings, Plant and Machinery associated with such Property (regardless of the fact these items were intended to be removed prior to demolition).
- d. We will not pay for Damage caused by or arising from:
 - i. Theft, other than physical Damage to Property at the Premises during Theft or any attempted Theft;
 - ii. any legal liability that You have other than the legal liability that is covered within the Demolition and Debris Removal clause 3.(c)(ii) that is shown under the Heading Extensions of Cover - A ;
 - iii. the incorrect siting of Buildings as a result of error in design or specification, faulty workmanship or non-compliance with the requirements of any Statutory Regulations;
 - iv. demolition ordered by any lawful authority as a result of failure by You to comply with any lawful requirement;
 - v. any unexplained shortage or inventory shortage or disappearance of Property;
 - vi. Pollution or Contamination of Property except when caused directly by fire, lightning, explosion, impact by aircraft or other aerial devices or articles dropped from them, riot, civil commotion, persons taking part in an industrial dispute, persons acting maliciously, earthquake, storm, the bursting, overflowing and discharging of water tanks, apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal;
 - vii. Flood;
 - viii. storm, rainwater, wind, hail or snow; provided that this is limited to Damage to retaining walls or to Property in the open unless such Property forms part of a permanent structure designed to function without the protection of walls or roof ;
 - ix. the action of the sea, tidal wave or high water unless caused by or arising from tsunami;
 - x. erosion, landslide, subsidence, settling, seepage, shrinkage or expansion of earth, vibration or earth movement other than earthquake, subterranean fire or volcanic eruption.
- e. We will not pay for consequential loss of any kind.
- f. We will not pay for Damage caused directly by or arising directly from:
 - i. Breakdown;
 - ii. gradually operating causes such as but not limited to wear and tear, mildew corrosion, disease, oxidisation, fading, tree roots, evaporation, change in flavour, colour, temperature or texture;
 - iii. vermin, insects, termites, scratching, denting, chipping or defacing;

- iv. latent defect, inherent defects, faulty workmanship, faulty material, structural defects or faulty design;
- v. the cessation, interruption or retarding of any process or operation either totally or partially
- vi. Fraud or dishonesty by You or Your directors, partners, Employees, officers or any other persons who have an interest in the Property;
- vii. deliberate and unauthorised corruption, amendment or erasure of data by You or Your directors, partners, Employees, officers or any other person who has an interest in the Property whether acting alone or in collusion with any other person;
- viii. the gaining of access by any person other than You or Your directors, partners, Employees, officers or any other person who has an interest in the Property to Your computer via any communication system that is used by Your computer system;
- ix. the operation or presence of any computer program that alters or erases data or programs in a manner that is undesired by You; or
- x. explosion or implosion of any pressure vessels (including any boilers) that legally require to be tested, inspected or certified.

Extensions of Cover – Optional Extensions

If shown in the Policy Schedule the following extensions shall apply:

1. Flood

When Flood is shown in the Policy Schedule, We will provide cover for Damage to Property caused by Flood.

Provided that this cover is limited to the Sum Insured shown for Flood.

Special Condition

Sprinkler / Alarm Installation

If You are responsible for any:

- 1. fire sprinkler equipment; or
- 2. fire or smoke detection equipment;

located at the Premises, then We will not pay for any Damage caused by fire at the Premises unless all such equipment that You are responsible for is maintained in good condition and is working effectively at all times.

Business Interruption Section

Term or Word Business Interruption Section Definitions

Annual Gross Rentals	<p>means the Gross Rentals earned during the twelve (12) months immediately before the date of the Occurrence of the Damage.</p> <p>This amount will be adjusted as necessary to provide for the trend of the Business and variations in, or other circumstances affecting the Business, either before or after the date of Occurrence of the Damage, or which would have affected the Business, had the Damage not occurred, so that the figures thus adjusted, represent as nearly as may be reasonably practicable, the results which but for the Damage, would have been obtained during the relative period after the Damage.</p>
Annual Income	<p>means the Gross Income during the twelve (12) months immediately before the date of the Occurrence of the Damage.</p> <p>This amount will be adjusted as necessary to provide for the trend of the Business and variations in, or other circumstances affecting the Business, either before or after the date of Occurrence of the Damage, or which would have affected the Business, had the Damage not occurred, so that the figures thus adjusted, represent as nearly as may be reasonable practicable, the results which but for the Damage, would have been obtained during the relative period after the Damage.</p>
Client	<p>means the persons, partnerships or bodies whether incorporated or unincorporated, to whom You owe Money or by whom Money is owed to You, for services rendered in the course of the Business.</p>
Documents	<p>means written or printed: deeds, wills, agreements, manuscripts, maps, plans, drawings, records, computer data, designs, books of account, books, letters, certificates, and other Documents or forms of any nature (excluding any bearer bonds or coupons, bank or currency notes, other negotiable instruments, book debts) all belonging to You or in Your custody or for which You are legally responsible or have assumed a responsibility to insure</p>
Gross Income	<p>means the total of:</p> <ol style="list-style-type: none">1. The amount paid or payable to You for goods sold and services rendered; and2. Gross Rentals; and3. All other sources of income received in the course of the Business; and4. The amount of closing Stock and work in progress at the end of Your financial year; <p>Less</p> <ol style="list-style-type: none">1. Purchases of Stock and consumables; and2. The amount of opening Stock and work in progress at the beginning of Your financial year; and3. Uninsured Working Expenses.
Gross Rentals	<p>means the amount receivable by You in accordance with a lease or agreement existing at the time of Damage to the Building(s).</p>
Indemnity Period	<p>means the period beginning with the date of the Occurrence of the Damage and ending not later than the last day of the period specified in the Policy Schedule, during which the results of the Business are affected as a consequence of the Damage. Under Weekly Income, the Indemnity Period begins three (3) days after the date of the Occurrence of the Damage.</p>

Initial Period	means the period shown in the Policy Schedule which immediately follows the date of the Damage.
Output	means the sale value of goods manufactured by You in the course of the Business, less purchases of Stock and consumables, and Uninsured Working Expenses.
Outstanding Debit Balances	<p>means the total of the Outstanding Debit Balances of all Clients appearing in Your books of account as at the date of the Occurrence or the Event giving rise to a claim adjusted for:</p> <ol style="list-style-type: none"> 1. Bad debts 2. Amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Occurrence of the Damage) to Your Clients' accounts in the period between the date to which the last entry relates and the date of Occurrence of the Damage; and 3. Any abnormal condition of trade which had or could have had a material effect on the Business so that the figure thus adjusted, represents as nearly as reasonably practicable the debit balances that would have been recovered had the Damage not occurred.
Payroll	means the remuneration (including but not limited to Payroll tax, fringe benefits tax, bonuses, holiday pay, sick pay, workers compensation insurance premiums, accident compensation levies, superannuation and pension fund contributions and the like) paid to all of Your Employees.
Rate of Payroll	means the proportion which the Payroll bears to the Gross Income during the financial year immediately before the date of the Occurrence of the Damage.
Remaining Period	means the period shown in the Policy Schedule which immediately follows the Initial Period.
Shortage in Income	<p>means the amount by which the Gross Income during a period following Damage falls short of that part of the Standard Income which relates to that period in consequence of that Damage.</p> <p>This amount will be adjusted as necessary to provide for the trend of the Business and variations in, or other circumstances affecting the Business, either before or after the date of Occurrence of the Damage, or which would have affected the Business, had the Damage not occurred, so that the figures thus adjusted, represent as nearly as may be reasonably practicable, the results which but for the Damage would have been obtained during the relative period after the Damage.</p>
Situation	means anywhere in Australia where You have Property or where You carry on the Business, have goods or other Property stored or being processed or have work done, including the main place of Business specified in the Policy Schedule and any other Premises shown in the Policy Schedule.
Standard Gross Rentals	<p>means the Gross Rentals earned during that period in the twelve (12) months immediately before the date of the Occurrence of the Damage which corresponds with the Indemnity Period (appropriately adjusted where the Indemnity Period exceeds twelve (12) months).</p> <p>This amount will be adjusted as necessary to provide for the trend of the Business and variations in, or other circumstances affecting the Business, either before or after the date of Occurrence of the Damage, or which would have affected the Business, had the Damage not occurred, so that the figures thus adjusted, represent as nearly as may be reasonably practicable, the results which but for the Damage would have been obtained during the relative period after the Damage.</p>

**Standard
Income**

means the Gross Income during that period in the twelve (12) months immediately before the date of the Occurrence of the Damage which corresponds with the Indemnity Period (appropriately adjusted where the Indemnity Period exceeds twelve (12) months).

This amount will be adjusted as necessary to provide for the trend of the Business and variations in, or other circumstances affecting the Business, either before or after the date of Occurrence of the Damage, or which would have affected the Business, had the Damage not occurred, so that the figures thus adjusted, represent as nearly as may be reasonably practicable, the results which but for the Damage would have been obtained during the relative period after the Damage.

**Uninsured
Working
Expenses**

means the Uninsured Working Expenses shown in the Policy Schedule

Cover

If the Business carried on by You is interrupted or interfered with as a result of Damage (occurring during the Period of Insurance) to:

1. Property insured under any of the following Sections of this Policy
 - a. Fire and Perils; or
 - b. Theft of Property; or
 - c. Glass; or
2. Property insured under another insurance Policy, and
 - a. that insurer has paid or admitted liability under its Policy or would have paid or admitted liability but for the application of an Excess; and
 - b. the Damage would have been covered under one of the Sections of this Policy shown in 1. above and You elected to take such cover; or
3. Property used but not owned by you,
 - a. For which You are not legally responsible; and
 - b. Have not assumed a liability to insure, at the Situation,
 - c. And such Damage would have been insured under one of the sections of this Policy shown in 1. above.

We will, after taking into account any sum saved during the Indemnity Period in respect of such charges and expenses of the Business as may cease or be reduced in consequence of the interruption or interference, indemnify You in respect of:

Item 1. Gross Income

- a. The amount by which the Gross Income during the Indemnity Period in consequence of the Damage falls short of the Standard Income; and
- b. The additional expenditure necessarily and reasonably incurred by you for the sole purpose of minimising the reduction in Gross Income during the Indemnity Period by not exceeding the reduction in Gross Income thereby avoided.

If during the Indemnity Period, services are rendered other than at the Situation, for the benefit of the Business either by You or by others on Your behalf, the Money paid or payable in respect of those services will be brought into account in arriving at the amount of the Gross Income during the Indemnity Period.

Item 2. Payroll

- a. Loss of Payroll
 - i. During the Initial Period the Rate of Payroll applied to the Shortage in Income, less any Payroll saved in consequence of the Damage.
 - ii. During the Remaining Period the Rate of Payroll applied to the Shortage in Income, less any Payroll saved in consequence of the Damage;

but not exceeding the insured percentage of, the Rate of Payroll applied to the Shortage in Income, plus any Payroll saved in consequence of the Damage during the Initial Period.

- b. Additional Expenditure

The additional expenditure necessarily and reasonably incurred by You for the sole purpose of minimising the Loss of Payroll during the Indemnity Period but not exceeding the Loss of Payroll thereby avoided.

- c. Option to Consolidate

At Your option, the Initial Period may be increased to the period shown in the Policy Schedule as the Consolidated Period. This means that the cover for the rest of the Remaining Period will be restricted to the amount of Payroll saved during the Consolidated Period.

Item 3. Increased Cost of Working

The cost of further expenditure not otherwise recoverable under this Section necessarily and reasonably incurred during the Indemnity Period in consequence of the Damage for the purpose of resuming or maintaining the normal operation of the Business

Item 4. Gross Rentals

- a. The amount by which the Gross Rentals earned during the Indemnity Period fall short of the Standard Gross Rentals.
- b. Any additional expenditure necessarily and reasonably incurred by You for the sole purpose of minimising the loss suffered during the Indemnity Period but not exceeding the reduction in Gross Rentals thereby avoided.

Item 5. Accountants' Fees

Up to \$5000 for the cost of accountants' and other professionals', fees and other expenses, necessarily incurred by You in producing or certifying the bills, accounts or particulars required by Us, in respect of any claim made under this Section.

Limitations of Cover

1. Sum Insured

Our total liability during any one Period of Insurance or for any claim arising out of the one Event, in respect of each Item specified on the Policy Schedule , will not exceed the Sum Insured shown on the Policy Schedule for that Item.

2. Underinsurance/Average

Where at the date of the Occurrence of the Damage the Sum Insured as shown in the Policy Schedule for:

- a. Gross Income is less than eighty-five percent (85%) of the Annual Income (appropriately increased if the Indemnity Period exceeds twelve (12) months);
- b. Payroll is less than the sum produced by applying the Payroll limits set out in the Policy Schedule to eighty-five (85%) of the amount produced by applying the Rate of Payroll to the Annual Income (appropriately increased if the Indemnity Period exceeds twelve (12) months);
- c. Gross Rentals is less than eight-five percent (85%) of the Annual Gross Rentals (appropriately increased if the Indemnity Period exceeds twelve (12) months);

then the amount payable for those Items will be proportionately reduced. This Limitation of Cover shall not apply if the claim does not exceed ten percent (10%) of the Sum Insured for that Item.

3. Excess

You are liable for the Excess for each and every Event that results in Damage

4. New Business

In the Event of Damage occurring before the completion of the first year's trading of Your Business;

- a. Annual Gross Rentals and Annual Income shall mean the proportional equivalent, for a period of twelve (12) months of the actual Gross Rentals or income, realised;
- b. Rate of Payroll means the proportion which the Payroll bears to Gross Income;
- c. Standard Gross Rentals and Standard Income shall mean the proportional equivalent, for a period equal to the Indemnity Period of twelve (12) months of the actual Gross Rentals, income, realised;

Exclusion

We will not be liable for any claim under this Section if the Damage occurs after the Business has been dissolved, wound up or is being carried on by a liquidator or receiver or has ceased to operate

Extensions of Cover – Included within the Sum Insured

1. Departmental Clause

If the Business is conducted in departments, divisions or locations, the independent trading results of which are ascertainable, in the Event of Damage giving rise to a claim under this Section, the provisions of this insurance will apply separately to each department, division or location affected by the Damage.

2. Gross Income/Output Option

In the Event of Damage giving rise to a claim under this Section, at Your option, the term "Output" may be substituted for the term "Gross Income" wherever appearing in this Section. Provided that only one such term will operate in connection with any one Occurrence involving Damage.

3. Accumulated Stocks Clause

In adjusting any loss, account will be taken and equitable allowance made, if any Shortage in Income due to Damage, is postponed by reason of the Gross Income being temporarily maintained from accumulated Stocks.

4. Reinstatement of Sum Insured

Following a claim under this Cover Section (other than a claim for total loss) We will reinstate the Sum Insured from the date of loss, provided You pay or agree to pay any additional premium that may be required by Us.

5. Government Incentives

The pecuniary loss under Item 1 Gross Income and Item 2 Payroll of this Cover Section includes the loss of any Government approved incentives, subsidies or market development allowances to which You are entitled in relation to the Business resulting from interruption of or interference with Your Business in consequence of Damage giving rise to a claim.

6. Unspecified Suppliers' and/or Customers' Premises

Any loss as insured by Section 1 of this Policy, resulting from interruption of, or interference with, the Business as a consequence of Damage to Property:

- a. at suppliers' and/or customers' Premises; or
- b. preventing movement of goods to, or from, a suppliers' or customers' Premises, anywhere in Australia, shall be deemed to be loss resulting from Damage to Property used by You at Your Premises, subject to a limit of twenty percent (20%) of the Sum Insured shown in the Policy Schedule for Item 1. Gross Income or Item 2. Payroll.

For the purposes of this extension of cover, Premises does not include domestic Premises.

7. Murder, Suicide or Disease

The Occurrence of any of the circumstances set out in this extension of cover shall be deemed to be Damage to Property used by You at the Situation.

- a. Murder or suicide occurring at the Situation
- b. the outbreak of human infectious or contagious disease occurring within a 20 kilometre radius of Your Situation; or
- c. closure or evacuation of Your Business by order of a government, public or statutory authority consequent upon:
- d. the discovery of an organism likely to result in a human infectious or contagious disease at the Situation,

- e. vermin or pests at the Situation, or
- f. defects in the drains or other sanitary arrangements at the Situation; or

Cover under b. and c. under this extension of cover does not apply in respect of Highly Pathogenic Avian Influenza in Humans or other diseases declared to be quarantinable diseases under the Australian Quarantine Act 1908.

8. Prevention of Access, Public Utilities, Computer Installations, Commercial Complexes

Any loss insured by Section 1 of this Policy, resulting from interruption of, or interference with, the Business as a consequence of Damage to:

- a. property within 20km of the Business which prevents or hinders access to, or use of, the property, or
- b. property, either at or away from the Situation, within Australia, belonging to or under the control of suppliers of electric power, gas, communications, water or sewerage reticulation control systems, from which You obtain services, or
- c. Computer installations, including ancillary equipment, data processing media utilised by You anywhere in Australia, or
- d. property in any commercial complex of which the Business forms a part or in which the Business is contained, which results in cessation or diminution of trade, including any cessation or diminution of trade due to temporary falling away of custom,

shall be deemed to be loss resulting from Damage to Property used by You at the Premises.

Extensions of Cover – In addition to the Sum Insured

The following extension of cover apply whether or not the Sum Insured shown on the Policy Schedule has been exhausted.

1. Fines and Damages

Following a claim under Item 1. Gross Income and Item 2. Payroll for which We have agreed to indemnify You, this insurance extends to include liability,

- a. For fines or Damages, other than aggravated, punitive or exemplary Damages, for breach of contract resulting from non completion or late completion of orders; or
- b. In discharge of contract purchases, cancellation charges, fines or Damages, for breach of contracts for the purchase of goods or services which cannot be utilised by You during the Indemnity Period, less any value to You for such goods or the amount received from sale.

The amount payable shall not exceed five percent (5%) of the Total Sum Insured for Gross Income and Payroll.

Theft Section

Term or Word Theft Section Definitions

Category	<p>Category means the Category into which Property insured under the Theft Cover can be designated from the following:</p> <ol style="list-style-type: none">1. All Contents, including Stock; or2. Specified Items; Specified Items are any items of Property that are specified in the Policy Schedule. <p>For the purposes of this Definition, all other Contents is deemed to include sporting equipment, computers and other electronic equipment.</p> <p>Provided that when Property is being designated to these categories We agree to accept the designation used by You in Your records.</p> <p>“Categories” shall have a corresponding meaning to Category.</p>
Contents	<p>means business furniture, fixtures and fittings, machinery plant and equipment and all other contents (including Stock) either Your own or for which You may be responsible for the purposes of the Business at the Premises.</p>
Stock	<p>means merchandise or materials of trade either manufactured or in the course of manufacture, goods held in trust or on commission either belonging to You or for which You are legally responsible. Furthermore, Stock is extended to include alcohol, cigarettes, cigars and tobacco goods.</p>

Cover

We will pay for the cost of replacing or repairing Property that is lost or Damaged by Theft at the Premises following:

1. visible forcible and violent entry into or exit from Buildings at the Premises;
2. a person hiding on the Premises;
3. an actual, attempted or threatened armed hold up; or
4. an actual, attempted or threatened assault or violent act.

Provided that the Theft happens during the Period of Insurance.

Limitations of Cover

1. Categories of Property

We will only pay for Property that can be correctly designed to one of the Categories that are shown as insured in the Policy Schedule.

2. Sum Insured and Reinstatement of Sum Insured

- a. For each specific Category of Property We will only pay up to the Sum Insured that applies to that specific Category of Property.
- b. Following loss or Damage covered by this Cover Section We will reduce the Sum Insured for those Categories that are affected by the loss or Damage by an amount equal to any payments made or due to be made by Us.
- c. When a Sum Insured is reduced following a Theft We will automatically increase this reduced Sum Insured to its value immediately before the Theft, provided that:
 - i. the maximum amount We will pay in any one Period of Insurance is limited to twice the Sum Insured; and
 - ii. You pay or agree to pay the additional premium We require.

3. Excess

You are liable for the Excess for each and every Event that results in loss or Damage

Exclusions

We will not pay for:

1. Theft from any open sided structure such as but not limited to verandahs, yards or other open spaces whether they are partially or fully enclosed by a Building or not;
2. Theft when entry has been made using keys or security codes;
3. Theft of Money or negotiable instruments such as but not limited to cheques, vouchers, stamps and tickets;
4. Theft of motor vehicles unless motor vehicles are specifically shown as insured in the Policy Schedule for this Cover Section;
5. consequential loss of any kind; and
6. the dishonest manipulation of any database or computer system.

Extensions of Cover – Included within the Sum Insured

1. Damage to Premises

Provided that the Sum Insured for a specific Premises is not exceeded We will pay for the cost of repairing Buildings that are physically Damaged during a Theft at the Premises.

2. New Premises – Temporary Cover

We will temporarily extend the cover provided by this Cover Section to Property at any Premises that is used by Your Business for the first time during the Period of Insurance, provided that:

- a. this temporary cover is limited to a period of 14 consecutive days from the day that You first use the new Premises;
- b. this temporary cover is not available to Property that cannot be correctly designated to one of the Categories that are shown as insured in the Policy Schedule;
- c. this temporary cover is only available to Property that is of a similar type to that insured by this Cover Section;
- d. for each specific Category of Property shown in the Policy Schedule this temporary cover is limited to 50% of the Sum Insured for that Category; or if more than one Premises is shown in the Policy Schedule then this 50% limitation will apply to the lowest Sum Insured that applies to a specific Category of Property;
- e. the new Premises has Buildings and security features that are similar to those at one of the Premises (shown in the Policy Schedule); and
- f. You provide Us with full details of the new Premises within 14 days of You first using the new Premises.

3. Locks and Keys

If during the Period of Insurance keys used at the Premises are accidentally lost We will pay in addition to the Sum Insured the cost incurred to replace these keys and other costs that are necessarily incurred to restore the security of the Premises to the same level of security that existed prior to the loss of these keys.

Provided that the maximum amount that We will pay during the Period of Insurance is limited to \$1,000

4. Temporary Protections and Watchmen

Following a Theft that is covered by this Cover Section We will pay in addition to the Sum Insured the costs necessarily incurred by You to Safeguard the Premises much as temporary repairs and the employment of watchmen or guards.

Provided that the maximum amount that We will pay during the Period of Insurance is limited to \$2,000.

5. Clothing and Personal Effects

If clothing or personal effects are lost or Damaged during a Theft, We will pay in addition to the Sum Insured the cost of repairing or replacing these items.

Provided that the maximum amount that We will pay during the Period of Insurance is limited to \$1,000.

Money Section

Term or Word Money Section Definitions

Business Hours	means Your Business and office hours including overtime hours when You are on the Premises for Business purposes.
Locked	means to engage locking mechanisms and activate all security features of a device so that the maximum level of security obtainable by the device is achieved.
Loss and Lost	means accidental loss, Damage or destruction. Lost has a corresponding meaning to Loss.
Safe	means a burglar-resistant container that has been designed to resist fire and attack by hand-held or power-operated tools and has been specifically designed for the storage of Money and valuables.
Strongroom	means a burglar-resistant structure constructed of masonry and steel that has been designed to resist fire and attack by hand-held or power-operated tools and has been specifically designed for the storage of Money and valuables.

Cover

1. Blanket Cover

When Blanket Cover is shown in the Policy Schedule We will pay up to the Sum Insured for Loss of Money during the Period of Insurance at any of the Specified Locations described in 2. below.

2. Specified Locations

When shown in the Policy Schedule We will pay up to the Sum Insured for Loss of Money during the Period of Insurance for the following categories of Money:

a. Money in Transit (and wages)

- i. Money in transit or in a night Safe or automatic teller machine until removed by a bank Employee; and
- ii. Money on the Premises that has been withdrawn from a bank specifically for the payment of any wages or salaries.

Provided that:

- this cover is only provided up until the close of Business on the day of withdrawal after which this cover is limited to 40% of that specific withdrawal; and
- cover is not provided if the Money is not in a Locked Safe or Locked Strongroom during non Business Hours;

b. Money on the Premises

Money on the Premises during Business Hours but limited to the amount as shown on Policy Schedule outside Business Hours when not contained in a Locked Safe or Locked Strongroom;

c. Money in a Locked Safe or Locked Strongroom

d. Money in Your Custody

Money in Your personal custody or the personal custody of an authorised person while in a private residence that is not at the Premises shown in the Policy Schedule.

Limitations of Cover

1. Excess

You are liable for the Excess for each and every Event that results in a Loss.

Exclusions

We will not pay for:

1. Theft from an unattended vehicle that is not Locked;
2. Theft from a Safe or Strongroom when the locking device is opened by:
 - a. a key, magnetic key or card, or similar device;
 - b. a sequence of numbers or letters, or numbers and letters; or
 - c. any combination of the security devices shown in 2.(a) and 2.(b) above,
when these security devices are left unsecured on the Premises while You are not there.
3. Theft from a Safe or Strongroom that is not Locked when You are not there.
4. Shortage due to error or omission;
5. Loss discovered more than 7 working days after such Loss;
6. Loss due to fraudulent or dishonest acts unless Loss occurred from Theft following visible, forcible and violent entry;
7. Loss due to the dishonest manipulation of any database; and
8. consequential loss of any kind.

Extensions of Cover – Included within the Sum Insured

1. Reinstatement of Sum Insured

When a Sum Insured is reduced following a Loss We will automatically increase this reduced Sum Insured to its value immediately before the Loss.

Provided that:

- a. the maximum amount We will pay during the Period of Insurance is limited to twice the Sum Insured; and
- b. You pay or agree to pay any additional Premium We require.

Extensions of Cover – In addition to the Sum Insured

1. Damage to Safes or Strongrooms

If Blanket Cover or Money in Safes or Strongrooms is shown in the Policy Schedule, then We will pay up to \$1,000 for Damage to Safes and Strongrooms following Theft or an attempted Theft of Money;

2. Clothing and Personal Effects

If during a Theft or attempted Theft of Money, clothing or personal effects are Lost, then We will pay to repair or replace these items;

provided that the total amount payable under this extension is limited to \$1,000 during the Period of Insurance.

3. Keys, locks and combinations

If Blanket Cover or Money in Safes or Strongrooms is shown in the Policy Schedule then:

a. We will pay up to \$1,000 to replace locks, keys or combinations to any Safe or Strongroom if:

- keys are accidentally Lost;
- combination becomes known by any unauthorised person; or
- circumstances have allowed the unauthorised duplication of keys;

b. We will also pay the cost of opening Safes and Strongrooms following loss of Keys or combinations;

Provided that the total amount payable under this extension is limited to \$1,000 during the Period of Insurance;

4. Temporary Protection and Watchmen

We will pay for costs necessarily incurred by You to Safeguard the Premises following Theft or attempted Theft that is covered by this Cover Section, including but not limited to:

- temporary repairs; or
- the employment of watchmen or guards;

provided that the total amount payable under Your Policy is limited to \$2,000 during the Period of Insurance.

5. Bank Holiday Increase

The Sum Insured and the limits of Loss for items shown in the Policy Schedule are increased by 100% on days that are bank or public holidays and this increase shall continue to apply up until 4pm on the first bank trading day after such holiday;

provided that this extension of cover does not apply to:

- Damage to Safes and Strongrooms; and
- Money on Premises outside Business Hours.

Extensions of Cover – Optional Extensions

If shown in the Policy Schedule the following extensions shall apply:

1. Additional Damage to Safes and Strongrooms

When Additional Damage to Safes and Strongrooms is shown in the Policy Schedule then the \$1,000 limit for Extensions of Cover 1. Damage to Safes and Strongrooms is increased to the limit shown in the Policy Schedule.

Glass Section

Cover

If Glass is accidentally broken during the Period of Insurance, We will pay for the actual cost of replacing and fixing the Glass in its frame or in its normal location, with Glass of a similar type and quality to the Glass that is broken.

Basis of Settlement

In the Event of a breakage of Glass shown in the Policy Schedule, We will, at Our option:

1. Replace the broken Glass in compliance with the requirement of the Standards Association of Australia and any Statutory Authority; or
2. Pay the cost of replacement of such Glass.

Limitations of Cover

1. Types of Glass

We will only pay for internal or external Glass if they are shown in the Policy Schedule

2. Excess

You are liable for the Excess for each and every event that results in Damage.

Exclusions

We will not pay for Damage to:-

1. Property during installation or removal of Glass
2. Glass that is Stock; and
3. Glass that is only scratched, chipped or discoloured,
4. Glass where a Premises becomes unattended and remains so for any period of more than sixty (60) consecutive days, unless Our written agreement to continue the cover has been obtained.

Extensions of Cover–In addition to the Sum Insured

1. Additional Benefits

If Glass shown in the Policy Schedule is accidentally broken during the Period of Insurance then We will pay the costs that are necessarily incurred by You to:

- a. Effect temporary repairs, install shuttering and employ watchmen or guards;
- b. Repair or replace:
 - i. frames, sign-writing, alarm tapes, coatings; or
 - ii. fittings or Stock;that are Damaged as a result of Glass breakage;
- c. Remove and refit fixtures and tiles to allow the repair or replacement of broken Glass; and
- d. Arrange after hours services, express delivery and labour at overtime rates.

Provided that the total of all payments under this extension is limited to \$5,000 during the Period of Insurance.

2. Extra Cost of Replacement

If Glass shown in the Policy Schedule is broken We will pay any additional costs incurred by You to comply with current Building regulations that relate to the Glass that is broken.

3. Damaged Stock

If Glass shown in the Policy Schedule is broken We will pay to repair or replace Stock that is Damaged by such broken Glass.

Provided this extension of cover is limited to \$2,000 during the Period of Insurance.

Extensions of Cover – Optional Extensions

If shown in the Policy Schedule the following extensions shall apply:

1. Advertising (or identification) Signs

If Advertising Signs are shown in the Policy Schedule then We will pay up to \$2,000 for accidental loss or Damage of identification or Advertising Signs.

Employee Dishonesty Section

Term or Word Employee Dishonesty Section Definitions

Claims Documents	<p>means</p> <ol style="list-style-type: none">1. The Documentation created in the preparation of, or evidencing, a claim; and2. All records and Documents which may assist Us to investigate:<ol style="list-style-type: none">a. A claim; orb. A Loss; orc. Your right of recovery in consequence of a Loss <p>Including electronic records, computer records, video and audio recordings, working papers, internal memoranda, reports, accounting records and audit Documents.</p>
Fraud	<p>means any misappropriation, Fraudulent act or dishonest act by any of Your Employees whilst carrying out their duties.</p>
Limit of Indemnity	<p>means the Limit of Indemnity of Employee Dishonesty insurance shown in the Policy Schedule for all Losses during the Period of Insurance.</p>
Limit any one Employee	<p>means the Limit per Employee for Employee Dishonesty insurance, shown in the Policy Schedule, in respect of any Loss or all Losses caused by an act or acts of the one Employee.</p>
Loss	<p>means direct Loss;</p> <ol style="list-style-type: none">1. of:<ol style="list-style-type: none">a. Money;b. Negotiable instruments; orc. Property;Which:<ol style="list-style-type: none">i. belong to You; orii. are in Your possession and for the Loss of which, You are liable;2. Occurring in the ordinary course of Your Business3. Caused directly by an act of Fraud or dishonesty;<ol style="list-style-type: none">a. Of an identified Employee andb. Committed within twelve (12) months before discovery by You of the act of Fraud or dishonesty

Cover

We will indemnify You against Loss up to the Limit of Indemnity stated in the Policy Schedule for the value of Property (including Money) as a direct result of Fraud that occurs during the Period of Insurance and is committed by an Employee performing their rostered duty.

Provided that:

1. You are able to identify which of Your Employee or Employees is/are responsible; and
2. the Fraud is discovered;
 - a. during the Period of Insurance; or
 - b. during the year that follows the Period of Insurance; and
3. You have provided to Us the Claim Documents.

Basis of Settlement

1. Our total liability for all Losses and Claims Preparation Fees during the Period of Insurance shall not exceed the Limit of Indemnity shown on the Policy Schedule.
2. Our liability for all Losses relating to acts of Fraud or dishonesty committed, by one Employee or any group of Employees, or any number of groups of Employees that contain one common Employee, will not exceed the Limit Any One Employee shown on the Policy Schedule.
3. Our liability will be reduced by the sum of all Moneys to which an Employee who caused a Loss would have been entitled, but which are retained by You or which You are entitled to retain.
4. We will be liable only for that part of the Loss that exceeds the Excess shown on the Policy Schedule or on any Endorsement to this Section.

Limitations of Cover

1. Excess

You are liable for the Excess for each and every Event.

2. Discovery

We will not pay for any Loss that occurs after:

- a. You become aware of an act of Fraud; or
- b. You suspect Your Employee has committed an act of Fraud.

3. Reduced Limit of Indemnity

The Limit of Indemnity for the Period of Insurance will be reduced by any payment made or due to be made under this Policy.

Special Conditions

1. Notification of Loss

You must:

- a. Notify Us in writing within 14 days after discovery by You of Loss, or any act of Fraud or dishonesty, by an Employee or Employees, or reasonable cause for suspicion thereof, which may give rise to Loss; and
- b. Deliver to Us as soon as practicable, but no later than 3 months after the notice in (a), the Claim Documents and full details in writing of Your claim under this Section and the Loss.

2. Observance of System of Audit, Supervision and Checks

You must observe the system of audit, supervision and checks which, in connection with this Section, You stated to Us that You observe.

3. Notification of Alteration of Risk

You must as soon as practicable notify Us in writing, of any change that will or might increase the risk, including:

- a. A change in the nature of Your Business;
- b. Your non-observance of the system of audit, supervision and checks which, in connection with this Section, You stated to Us that You observe;

so that We may either cancel this Section or agree to the variation of its terms and conditions.

4. Prevention of Further Loss After Discovery

You must, immediately when You discover Loss, take all reasonable steps to regain possession of the Money, negotiable instruments or Property and take all reasonable steps to prevent further Loss occurring.

Machinery Section

Term or Word Machinery Section Definitions

Breakdown	means sudden and unforeseen physical destruction or physical damage to Machinery, which requires repair or replacement to enable normal working to continue.
Cold Chamber	means the cold storage chamber including all parts of the refrigeration or controlled atmosphere gas generating and scrubbing plant system including the controlling switch gear necessary for the purpose of maintaining the temperature or gas concentration in the cold storage chamber
Collapse	means unforeseen and unexpected physical destruction, damage, distortion bending, or crushing of any part of Pressure Equipment, caused by vacuum or reduced pressure in the Pressure Equipment, including insufficiency of water
Deterioration	means unforeseen and unexpected putrefaction, decay or contamination of refrigerated Goods within Cold Chambers as specified in the Schedule, caused by a rise or fall in temperature due to: <ol style="list-style-type: none">1. Breakdown of Cold Chamber Machinery, for which a claim has been admitted under this Section, or would have been admitted other than for the application of the Excess.2. A change in the concentration of gasses in the Cold Chamber caused by Breakdown.3. Contamination of Goods caused directly by contact with refrigerant gas leaking from the insured Machinery.4. Failure of the public electricity supply to the terminal point of the suppliers feed at the Situation caused by:<ol style="list-style-type: none">(a) a Breakdown of the suppliers system; or(b) a scheme of rationing necessitated solely by Breakdown of a part of the supply authority's system; or(c) a deliberate act of the supplier performed for the sole purpose of safeguarding life or protecting a part of the suppliers system.
Explosion	means unforeseen and unexpected physical destruction or physical damage caused by sudden and violent rending of the permanent structure of the Pressure Equipment by force of internal steam, gas or fluid pressure (including pressure of ignited flue gases) or vacuum causing displacement of any part of the Pressure Equipment together with forcible ejection of its contents
Goods	means the perishable goods specified in the Policy Schedule, including their packaging material, belonging to You or for which You are responsible or have assumed a responsibility to insure.
Machinery	means the electric, electronic, mechanical or hydraulic machinery belonging to You or for which You are responsible or have assumed a responsibility to insure, but does not include: <ol style="list-style-type: none">1. wiring, fittings and outlet sockets of electric lighting or electric power circuits.2. calculators, photocopiers, typewriters, mobile phones, pagers, computers and other office machinery.3. telephone and closed circuit television installations.4. any Mobile Machinery, vessel, craft or thing made or intended to fly, float or travel, or stored in or mounted upon such Mobile Machinery, vessel, craft or thing5. Pressure Equipment.6. gaming, gambling, amusement, vending machinery, audio or visual entertainment equipment.7. Machinery hired by You.

Mobile Machinery	means any mechanically operated or driven machine on wheels or self laid tracks
Pressure Equipment	means those parts of the permanent structure of a boiler, pressure vessel, economiser and superheater and attaching pipe systems which are subject to steam, gas or fluid pressure or vacuum, all belonging to You or for which You are responsible or have assumed a responsibility

Cover

We will indemnify You against Damage to the Property shown in the Policy Schedule whilst in the Premises, as follows

1. For Machinery, against Breakdown.
2. For Pressure Equipment, against Collapse and Explosion.
3. For Goods in Cold Chamber, against Deterioration

Limitation of Cover

In respect of Machinery, or Pressure Equipment, Our total liability for any claim arising out of one event or series of events arising directly or indirectly from one source or original cause will not exceed the Sum Insured shown in the Policy Schedule.

In respect of Deterioration of Goods, Our total liability during any one Period of Insurance or for any claim arising out of one event or series of events arising directly or indirectly from one source or original cause will not exceed the Sum Insured shown in the Policy Schedule.

Additional Benefits

1. Increased Cost of Working

If the Sum Insured under this Section is not otherwise exhausted, in respect of each event resulting in a claim, admitted under this Section for Breakdown of Machinery or Explosion or Collapse of Pressure Equipment, We will pay the reasonable expenses necessarily incurred for:

- a. temporary repairs;
- b. hiring of substitute Machinery or Pressure Equipment;
- c. overtime;
- d. express freight including overseas airfreight;

We will not be liable for:

1. the costs and expenses for specialists or consultants to travel to or from Australia;
2. air freight by aircraft specifically chartered for the purpose;
3. overtime charges which exceed fifty percent (50%) of the costs of carrying out the repairs at ordinary rates;
4. Breakdown of Machinery or Explosion or Collapse of Pressure Equipment which has been hired or is on loan to You from a third party.

Our maximum liability under this Additional Benefit is limited to \$10,000 in total any one event or fifteen percent (15%) of the total Sum Insured, whichever is the lesser

2. Cover for Additional Machinery and Pressure Equipment

Cover is extended to include other Machinery or Pressure Equipment, delivered and installed, after the inception of this Policy at any of the Premises described in the Policy Schedule, excluding items hired by You.

- a. Such additions must be of a similar type and class as described in the Policy Schedule
- b. Such additions must be free from known defects and comply with all applicable statutory requirements.
- c. Cover will not attach until such additions have become Your responsibility and have operated satisfactorily at design load, for eight hours in total.
- d. Section limits and Excesses will remain the same for such additions.
- e. You must notify Us of such additions in writing within thirty (30) days of the commencement of such additions.
- f. You must pay the extra premium required by Us for the insurance of such additions.

3. Reinstatement of Sum Insured – Goods

Following a claim for Deterioration of Goods in Cold Chamber(s) under this Section We will reinstate the Sum Insured from the date of the loss, provided You pay or agree to pay any additional premium that may be required by Us.

Settlement of Claims

In the event of a claim for:

1. Breakdown

In respect of Breakdown of Machinery or Pressure Equipment We will at Our option, repair or replace the damaged items or pay the cash equivalent of such repair or replacement. We will also pay the cost of liquids or refrigerant gas or insulating oil necessary to complete the repairs.

The amount payable will include the cost of transport, labour and the on-site cost of parts.

If it is necessary to replace parts which are unavailable or obsolete, We will not pay more than the estimated cost of similar parts for similar type of plant currently available. If similar parts are found to be unobtainable, We shall not pay more than the manufacturers or suppliers latest list price.

We will not be responsible for the costs of any alterations, improvements, maintenance or overhauls carried out on the occasion of the repair or replacement

2. Explosion or Collapse of Pressure Equipment

We will at Our option, repair or replace the damaged items or pay the cash equivalent of such repair or replacement as follows:

- a. In the case of repairable damage, We will pay the cost of repairs necessary to restore the Pressure Equipment to its condition immediately before the Explosion or Collapse.
- b. In the case where the Pressure Equipment cannot be repaired at a cost less than the value of a new equivalent unit, We will pay the cost of installing and commissioning replacement Pressure Equipment of equivalent quality and size. If the Pressure Equipment is replaced with one that is of a better kind, quality or size We will pay the cost that would have been incurred if an exact replacement had been installed.

- c. If the repair or replacement is not effected within twelve (12) months of the Explosion or Collapse, We will only pay the Indemnity Value of the Pressure Equipment immediately prior to the Explosion or Collapse.

The amount payable will include the costs of transport, labour, the on-site cost of parts and airfreight.

We will not be responsible for the costs of any alterations, improvements maintenance or overhauls carried out on the occasion of the repair or replacement.

3. Deterioration of Goods in Cold Chambers

We will at Our option:

- a. Replace the deteriorated Goods; or
- b. Pay the actual cost price of the deteriorated Goods, however, We will not pay for any deteriorated Goods that had passed their "use by" dates at the date of the Occurrence.

In respect of each and every event for which a claim is made under this Section, We will deduct the Excess and the value of any salvage obtained following repair or replacement

Exclusions

We will not pay for

1. Consequential financial loss, loss of use, or other indirect loss.
2. Liquidated damages or penalties for delay or detentions or in connection with guarantees of performance of efficiency.
3. Repair or replacement necessitated by:
 - a. wasting or wearing out of parts, caused by or resulting from ordinary use or working or gradual deterioration;
 - b. corrosion, cavitation, erosion, deposits of scale, sludge or other sediment;
 - c. any direct consequences of progressive or continuous influences from working or atmospheric or chemical action other than accidental contact with acids or other corrosive substances causing damage which manifests itself within 24 hours of such accidental contact;
 - d. rusting or scratching of painted or polished surfaces, but We will be liable for other physical damage to Machinery or Pressure Equipment insured by this section, resulting from such causes.
4. The cost of removal of Machinery from a borehole and subsequent replacement.
5. In respect of Machinery:
 - a. Damage directly or indirectly caused by or arising from or in consequence of:
 - i. Fire resulting from explosion or otherwise, lightning, thunderbolt, spontaneous combustion, fermentation, heating or any process involving the direct application of heat;
 - ii. Aircraft or other aerial devices or articles dropped therefrom, or sonic boom;
 - iii. Earthquake, subterranean fire, volcanic eruption;
 - iv. Storm, tempest, rainwater, snow, sleet, wind, hail, water from or action of the sea, tsunamis, tidal wave, high water, flood;
 - v. Water, liquids, or substances discharged, overflowing or leaking from apparatus,

appliances, pipes or other systems unless such apparatus, appliances, pipes or other systems form part of the Machinery;

- vi. Riots, civil commotions, strikes or locked out workers, or persons taking part in labour disturbances, or acts of vandalism, or acts of any lawfully constituted authority in connection with the foregoing acts, cessation of work whether total or partial;
 - vii. Explosion;
 - viii. Attempts by civil authorities to prevent the spread of fire;
 - ix. Theft or attempted theft;
 - x. Unexplained inventory shortages or disappearances;
 - xi. Unloading on delivery to, or loading prior to dispatch from the situation;
 - xii. Incorrect siting, demolitions ordered by government or Public or Local Authorities;
 - xiii. Erosion, subsidence, or collapse or any other movement of earth;
 - xiv. Testing and commissioning, intentional overloading or experiments;
 - xv. 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 insurance was arranged;
 - xvi. Any process of heat treatment, welding, grinding, cutting, drilling, shaping or the application of tools to the property other than for the purpose of lifting the insured item of Machinery;
 - xvii. Damaged or faulty doors, lids, catches, latches, locks or any door lid closing or securing mechanism or device of a Cold Chamber.
- b. For Damage caused to:
- i. bits, drills, knives, saw blades, heating elements, fuses, electronic valves and tubes, magnetron units, contacts which spark or arc;
 - ii. dies, moulds, patterns, blocks, stamps, punches;
 - iii. coating or engraving on cylinders and rolls;
 - iv. crushing, hammering or grinding surfaces, wear plates, screens, tyres, batteries, burner jets or other parts which by their use and nature, suffer a high rate of wear or gradual deterioration;
 - v. sieves, flexible pipes, seals, jointing and packing materials, filters, ropes, chains, belts, elevator and conveyor belts or bands, cables (other than electrical conductors) brushes, refractory materials, fire bars, unless as a result of Breakdown;
 - vi. Fuels, chemicals, filter substances, heat transfer media, cleansing agents, lubricants, oils, catalysts or other operating materials. We will not pay for loss or damage to refrigerants or transformer oils due to defective valves, glands, seals, gauges, or loose connections of pipes. However We will pay for the loss or damage to refrigerants or transformer oils due to breaking of pipes or flared joints;
 - vii. Materials in the course of or undergoing processing;
 - viii. Foundations and masonry unless specifically included and described in the Policy Schedule;
 - ix. Below ground turbine pump, submersible pump or motor unless such pump or motor is fitted with an effective pressure or flow cut out switch which will stop the motor if the normal pumping pressure or flow is interrupted;
 - x. any unattended engine unless such engine is fitted with an effective automatic safety engine monitoring device and such device stops the engine in the event of a lubricating or cooling fault or failure.

6. In respect of Pressure Equipment: repair or replacement caused by:
- a. wasting or wearing away whether by leakage, corrosion or by the action of the fuel or otherwise;
 - b. slowly developing deformation or distortion;
 - c. cracks, fractures, blisters, lamination separation, flaws or grooving which has not penetrated the entire thickness of the material;

However exclusions 6 a., b., c. will not apply to subsequent Explosion or Collapse.

- a. Explosion or Collapse of any Pressure Equipment if at the time of such Explosion or Collapse:
 - i. the load on the safety valve upon the particular Pressure Equipment was in excess of the manufacturer's specification;
 - ii. any safety valve limiting the pressure was removed or rendered inoperative;
 - iii. the particular Pressure Equipment was not certified in accordance with the applicable Pressure Equipment inspection regulations;
 - b. Damage to Pressure Equipment where:
 - i. such equipment is operated in an unsafe condition;
 - ii. such equipment does not comply with Australian Standards, codes or laws; or
 - iii. an inspection by a competent person has not been carried out in accordance with the applicable Australian Standards, codes or laws.
7. In respect of Machinery and Pressure Equipment:
- a. any increase in the cost of repair or replacement necessitated by compliance with any ordinance
 - b. law regulating repair, alterations, construction, installation or operation of the insured Machinery or Pressure Equipment.

Special Clauses

1. Loss Minimisation – Goods

If the Sum Insured on Deterioration of Goods is not exhausted and Deterioration occurs to Goods insured under this Section, or if Deterioration is likely to occur to such Goods because of a Breakdown, We will pay any reasonable expenses incurred by You to prevent or minimise the loss of insured goods:

- a. If as a result Our liability is reduced; or
- b. If the expenses were incurred with Our consent; or
- c. If You reasonably considered it expedient to incur these expenses but were not able to obtain Our consent.

Computer & Electronic Equipment Section

Term or Word Computer & Electronic Equipment Section Definitions

Accidental Damage	means physical destruction, loss or damage to property insured but does not include physical destruction, loss or damage caused by or as a consequence of: <ol style="list-style-type: none">1. the operations of General Exclusions 1 or 2;.2. fire and perils. Anything which is specifically excluded under Fire and Perils Section, is also excluded from this cover;3. Breakdown;4. theft or conversion, of any property hired out by You, by the hirer or by the employees or agents of the hirer of such property;5. Theft by trickery;6. any intentional actions by You or any person(s) acting with Your express or implied consent.
Breakdown	means physical destruction, loss or damage resulting from electronic, electrical or mechanical failure of the insured Computer System or Electronic Equipment, arising from internal defects causing sudden stoppage of its function and requiring its repair or replacement.
Comprehensive Hardware Maintenance Agreement	means an agreement which provides for remedial repair of faults or breakdowns which happen in the course of normal operation, including the costs of all parts and labour.
Computer Systems	means Computers, Peripheral Equipment, and data Carrying Media, belonging to You, or for which You are legally responsible or have assumed a responsibility to insure.
Computers	means electronic data processing equipment including software programs, but does not include equipment used for gaming, entertainment, or vending.
Damage	means <ol style="list-style-type: none">1. Accidental Damage; or2. Breakdown; When shown as the Type of Cover in the Policy Schedule, or any combination of the above shown as Type of Cover in the Policy Schedule
Data Carrying Media	means all disks, tapes, cards or other materials used for storing data.
Electronic Equipment	means all parts of electronic equipment (excluding Computer Systems) belonging to You or for which You are legally responsible or have assumed a responsibility to insure but does not include equipment used for gaming, gambling, amusement, audio or visual entertainment, or vending.
Indemnity Period	means the period beginning with the date of the Occurrence of the Damage and ending on the last day of the period specified in the Schedule during which the results of the Business are affected as a consequence of the Damage.
Peripheral Equipment	means all other equipment connected to and operating from the computer, excluding underground lines.
Total New Replacement Value	means the installed price of a new Computer System or Electronic Equipment of equivalent make, model and current manufacture.

Part A – Computer & Electronic Equipment

Cover

We will indemnify You in respect of Damage to Computer Systems and Electronic Equipment, shown in the Policy Schedule, whilst at the Premises, excluding:

1. The cost of reinstatement of data;
2. consequential loss of any nature whatsoever.

In respect of Breakdown We will not be liable for:

1. Breakdown provided for under a supplier's or manufacturer's warranty or comprehensive Hardware Maintenance Agreement.
2. Breakdown of print heads, belts, chains, fuses, circuit breakers, contacts which spark or arc, photo-sensitive drum assemblies, x-ray cathode ray or other electronic tubes or valves or picture tubes, latches, locks securing mechanisms, magnetron units, batteries, carbon ribbons.
3. Physical destruction, loss or damage resulting from fluctuation in the electricity supply voltage.

Additional Benefits Applicable to Part A

Following a claim under this Part for which We have agreed to indemnify You and where the Sum Insured on this Part is not otherwise exhausted, We will also pay in respect of:

1. Consulting Engineers' Fees

The cost of consulting engineers' Fees (excluding fees for preparing a claim) necessarily incurred with Our written consent, in the reinstatement of computer Systems or electronic Equipment.

Provided that where the Sum Insured is exhausted We will pay an additional amount of up to \$2,000 in respect of this Additional Benefit.

2. Additional Expenses Incurred in Temporary Repairs

The reasonable additional expenses incurred in making temporary repairs to insured computer Systems or Electronic Equipment, following damage.

Provided that:

- (a) Our approval of such additional expenses has first been obtained in writing; and
- (b) Our maximum liability in respect of all such additional expenses is \$2,000 any one event.

3. Removal of Debris

The reasonable costs and expenses necessarily incurred by You with Our consent in:

- (a) Removing the debris of; or;
- (b) Dismantling or demolishing, any part of the Computer Systems or Electronic Equipment which has sustained Damage insured under this Part;
- (c) Shoring up, propping or protecting any part of the computer Systems or Electronic Equipment whether damaged or not, provided that this is necessitated by insured Damage.

Provided that where the Sum Insured is exhausted We will pay an additional amount of up to \$2,000 in respect of this Additional Benefit.

4. Overseas Air Freight

The extra costs incurred in respect of air freight from anywhere in the world for replacement parts for insured items for which a claim is payable. Our maximum liability in respect of all such extra costs is \$2,000 any one event.

5. Expediting Expenses

The reasonable expenses incurred for overtime, night work, work on public holidays, express freight including airfreight within the Commonwealth of Australia. We will not pay the cost of airfreight specifically chartered for the purpose.

Provided that Our total liability in respect of all such additional expediting expenses will not exceed fifty percent (50%) of the cost of carrying out the replacement or repair at ordinary charges.

6. Equipment On Loan

Damage to items which You have on loan temporarily, to replace insured Computer Systems and/or Electronic Equipment. Cover on items on loan will be limited to the cover that would have applied to the item it replaced, excluding Breakdown.

Our maximum liability for an item on loan will not exceed the Sum Insured on the item it replaced.

Settlement of Claims

The basis of any claims settlement under this Part shall be as follows:

1. Where the insured items are repairable, We will pay the cost of restoring the damaged portion to a condition substantially the same as but not better or more extensive than its condition when new.
2. Where the insured items are not repairable, We will pay the cost of replacing the item with a new item of equivalent make and model which is compatible with Your existing systems and programs.

The amount payable will include the costs of transport, labour, the on-site cost of parts and airfreight within Australia.

Limitation

Our total liability during any one Period of Insurance, will not exceed for each item specified in the schedule, the Sum Insured shown in the Schedule for that item, plus any amount provided for under Additional Benefits.

Conditions Applicable to Part A

1. Underinsurance/Average

In the event of Damage, We will not be liable for more than that proportion of the physical destruction, loss or damage which the Sum Insured bears to eighty percent (80%) of the Total New Replacement Value of the property insured at the time of the Damage.

Conditions:

- a. Our liability is limited to the Sum Insured at the Premises as shown in the Schedule.
- b. This clause will not apply if the amount of any Damage does not exceed ten percent (10%) of the Sum Insured at the Premises.

Example:

Item Value	\$50,000
80% of value =	\$40,000
Sum Insured	\$36,000

Therefore if a \$25,000 loss occurs, we would pay $\frac{\$36,000}{\$40,000} \times \$25,000 = \$22,500$

We would pay \$22,500 (less any excess)

Part B Business Interruption

Cover

1. If the Business carried on by You is interrupted or interfered with as a result of damage (occurring during the Period of Insurance):
 - a. To property insured under Part A of this Section, for which a claim has been paid or liability admitted, or such claim would have been paid or liability admitted but for the application of a supplier's or manufacturer's warranty, Comprehensive Hardware Maintenance Agreement, or Excess; or
 - b. To other property at, or in the vicinity of the Premises which prevents or hinders access to, or use of, any property insured under Part A; or
 - c. To property, either at or away from the Premises, belonging to or under the control of suppliers of electric power, gas, water or sewerage reticulation control systems from which You obtain services; or
 - d. Causing loss of data:

We will, after taking into account any sum saved during the Indemnity Period in respect of such charges and expenses of the Business as may cease, or be reduced as a consequence of the interruption or interference, indemnify You in respect of:

Item 1. Increased Cost of Working

The additional expenses necessarily and reasonably incurred during the Indemnity Period, with Our written consent, for the sole purpose of resuming or maintaining the normal operation of the Business, but not the cost of reinstatement of data.

Item 2. Reinstatement of Data

The necessary and reasonable costs actually incurred in reinstating data on to Data Carrying Media.

Limitation

Our total liability during any one Period of Insurance, in respect of each Item specified on the Schedule, will not exceed the Sum Insured shown on the Schedule for that Item.

Condition Applicable to Part B

Back up of Data

It is a Condition of this Part that You back up or duplicate the data at intervals of not greater than thirty (30) days and that these duplicate copies are stored off site.

We will not be liable for reinstatement of data, in respect of data stored more than thirty (30) days before the date of the Occurrence, if such data has not been backed up and stored away from the computer site.

Additional Benefits Applicable to Parts A and B

1. Reinstatement of Sum Insured

Following a claim under this Section, We will reinstate the Sum Insured from the date of the Occurrence, provided You pay or agree to pay any additional premium that may be required by Us, and provided further that only one full reinstatement of the Sum Insured will be automatic during the Period of Insurance.

2. Cover for Additional Computer Systems or Electronic equipment

Cover is extended to include other Computer Systems or Electronic Equipment, delivered and installed, after the inception of this Policy at any of the Premises described in the Policy Schedule, for a period of thirty (30) days from the time of installation but excluding items hired by You.

Provided that:

- a. such Computer Systems or Electronic Equipment are insured only to the same extent as already described in the Schedule, but cover for Breakdown without a Comprehensive Hardware Maintenance Agreement will not apply, until agreed to in writing by Us;
- b. such Computer Systems or Electronic Equipment are in satisfactory working order when installed;
- c. the Sum Insured under Part A will not be increased by more than 25% of the total Sum Insured under Part A or \$250,000 whichever is the lesser;
- d. Part B will not be increased by more than \$20,000 in respect of all Items shown in the Schedule as insured under Part B;
- e. After thirty (30) days from the time installation have expired, this Additional Benefit will not be operative, unless We have agreed otherwise prior to the Damage; and
- f. You pay any premium that We require.

Exclusions Applicable to Parts A and B

This Section does not cover:

1. a. the cost of repairs or replacements; or
- b. consequential loss resulting from interruption to or interference with the Business directly due to repairs or replacements, necessitated solely by wasting, wearing away or wearing out caused by or naturally resulting from ordinary use of working, rusting, corrosion, oxidation, gradual deterioration, chipping of painted surfaces or scratching of any surfaces of any part of an item of property;

2. loss of or damage to data, including operating systems or application programs, which is not accompanied by evidence of visible and identifiable physical destruction, loss or damage to the Data Carrying Media;
3. The costs otherwise recoverable under any Comprehensive Hardware Maintenance Agreement or hiring/leasing agreement or under any maker's or manufacturer's warranty;
4. Physical destruction, loss or damage due to faults or defects which You or Your Employees knew about when You arranged, renewed, extended, varied or reinstated this Policy but did not disclose to Us;
5. We will not pay a claim where the Premises becomes unattended and remains so for any period of more than sixty (60) consecutive days, unless Our written consent has been obtained;
6. We will not be responsible for the costs of any alterations, improvements, maintenance or overhauls carried out on the occasion of the repair or replacement.

General Property Section

Term or Word General Property

Accidental Damage

means Damage to the property described in the Policy Schedule but does not include Damage caused by or as a consequence of:

1. Fire and Perils. Anything that is specifically excluded under Fire and Perils is also excluded from this cover;
2. Theft;
3. fraud or dishonest acts committed by any of Your Employees, acting alone or in collusion with any other person or persons;
4. (a) unexplained inventory shortages or disappearances;
(b) shortage in the supply or delivery of materials to or from You;
(c) loss induced by trickery;
5. erosion, subsidence, landslide, collapse or any other movement of earth;
6. testing, intentional overloading or experiments of any kind;
7. faults or defects known to You or to any Employee whose knowledge in law would be deemed to be Your knowledge and not disclosed to Us at the time this insurance was arranged, extended, varied, renewed, or reinstated;
8. welding, grinding, cutting, drilling or shaping, or the application of tools to the property;
9. inherent defect, inherent vice, latent defect, or disease;
10. mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any nature;
11. fusion of any nature;
12. moths, termites, other insects, vermin, rust or oxidation, mould, mildew, fungus, Pollution or Contamination, wet or dry rot, corrosion, change of colour, dampness, variations in temperature, evaporation, change in flavour texture or finish, or stain or smoke from industrial operations;
13. wear and tear, fading, scratching or marring, gradual deterioration, developing flaws, normal upkeep or making good;
14. error or omission in design, plan or specification or failure of design;
15. normal settling, seepage, shrinkage or expansion in buildings or foundations, walls, pavements, roads, and other structural improvements, creeping, heaving, vibration;
16. faulty materials or faulty workmanship;
17. the cessation of work whether total or partial, or the cessation, interruption, or retarding, of any process or operation as a result of any industrial dispute.

The above exclusions 7, 8, 10, 11, 12, 13, 15, and 16 of this cover shall be limited to the item, appliance, unit, or machine immediately affected and shall not extend to damage to other property occasioned by a peril not otherwise excluded.

Business Hours

means Your normal trading hours or whilst You or Employees authorised by You, are on the Premises for the purposes of the Business.

Fire and Perils means

1. a. fire resulting from explosion or otherwise, but excluding spontaneous combustion, fermentation, heating or any process involving the direct application of heat. This exclusion shall be limited to the item or items immediately affected and shall not extend to other property Damaged as a result of such spontaneous combustion, fermentation, heating or process involving the direct application of heat.
 - b. lightning or thunderbolt.
 - c. attempts by civil authorities to prevent the spread of fire.
2. impact by aircraft or other aerial devices or articles dropped there from, sonic boom.
3. earthquake, subterranean fire, volcanic eruption, tsunami.
4. storm, tempest, rainwater, wind, hail but not Damage caused:
 - a. by water from or action of the sea, tidal wave, storm surge, high water, Flood.
 - b. to gates, fences, retaining walls, shade cloth, exterior textile awnings or blinds.
 - c. to property in the open air unless such property is a permanent structure designed to function without the protection of walls or roof.
 - d. by erosion, subsidence, landslide or any other movement of earth.
 - e. from water seeping, percolating or otherwise penetrating into the building as a result of structural defects, faulty design or faulty workmanship in their construction.
 - f. by water entering the buildings through an opening in the wall or roof made for the purpose of alterations, additions, renovations, or repair.
5. water, liquids or substances discharged, overflowing or leaking from fixed apparatus, fixed appliances, fixed pipes or other systems.
6. riots, civil commotions, strikes or locked out workers or persons taking part in labour disturbances or whereby Damage occurs as a result of vandalism by persons not being tenants (including Damage to, but not loss of property caused by Theft or any attempt thereat) or any lawfully constituted authority in connection with the foregoing acts but not by:
 - a. cessation of work whether total or partial;
 - b. cessation, interruption or retarding of any process or operation as a direct result of strikes, labour disturbances or locked out workers.
7. explosion but not Damage to boilers (other than boilers used for domestic purposes only), economisers, vessels under pressure or their contents resulting from their own explosion.
8. impact by:
 - a. vehicles designed primarily for use on land.
 - b. animals, but not Damage by eating, chewing, clawing or pecking by animals or birds.
 - c. trees or branches of trees. This cover includes the reasonable costs associated with the removal and disposal of the tree or branches that caused the Damage.
 - d. communication masts, towers, antennae or satellite dishes.
 - e. Watercraft.
 - f. Aircraft and other aerial devices.
 - g. meteorites and other space debris.
 - h. a falling building or other structure or part thereof.

Pollution & Contamination

means the discharge, dispersal, release or escape of smoke or soot from industrial operations (other than sudden and unforeseen discharge, dispersal, release or escape consequent upon Damage at the Situation), vapours, fumes, acids, alkalis, chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any Property, land, atmosphere or any water course or body of water (including ground water).

Cover

We will indemnify You against Accidental Damage to the property described in the Policy Schedule anywhere within Australia where You conduct Business, including whilst in transit, unless otherwise specified in the Policy schedule.

In respect of Theft, cover is limited to:

- 1.Theft or attempted Theft consequent upon actual forcible and violent entry; or
- 2.Theft or attempted Theft occurring outside Business Hours, by a person having been feloniously concealed on the premises, provided that there is evidence of forcible and violent exit from the premises; or
- 3.Theft consequent upon threat of immediate violence or violent intimidation.

Limitations

Our total liability during any one Period of Insurance will not exceed, in respect of each item, the Sum Insured shown in the Policy Schedule for that item.

The Definition of Accidental Damage is restricted to destruction, loss or Damage resulting from collision or overturning of a vehicle in which the property is being conveyed.

Settlement of Claims

In the event of a claim, We will pay:

1. where property is destroyed or lost, the replacement cost of the property with similar property, to a condition equal to but not better or more extensive than the condition when new.
2. where property is Damaged in part only, the cost of repair of the Damage and the restoration of the Damaged portion to a condition substantially the same as, but not better or more extensive than, the condition when new.

Conditions:

1. The work of replacing or repairing must be commenced and carried out with due diligence; failing which We will not be liable to pay more than the amount We would have been liable to pay had the work of replacing or repairing the property been carried out with such due diligence.
2. If the property is not replaced or repaired We will not pay more than the Indemnity Value of the property;
3. We will not be liable to make any payment beyond the Indemnity Value of the property concerned until the cost of replacement or repair is actually incurred;
4. Where property is Damaged in part only, Our liability will not exceed the sum representing the replacement cost which We would have been called upon to pay if the property had been wholly destroyed.

Exclusions

We will not be liable for:

1. Theft of property:
 - a. from a vehicle that is unlocked and unattended; or
 - b. located in the open air.
2. destruction, loss or Damage due to, or sustained by or through Theft or any attempted Theft, or any act of fraud or dishonesty committed by any:
 - a. members of Your family; or
 - b. person or persons in Your service, other than loss or destruction or Damage due to, or sustained by, or through Theft or any attempted Theft following forcible and violent entry to the premises committed by any person or persons in Your service.
3. destruction, loss or Damage occurring outside Australia.
4. destruction, loss or Damage arising from detention, confiscation, destruction or requisition by any lawfully constituted authority other than as provided for in the definition of Fire and Perils.
5. destruction, loss or Damage arising from unexplained inventory shortages or disappearances resulting from clerical or accounting errors, or shortage in the supply or delivery of materials to or from You.
6. any consequential loss whatsoever.
7. destruction, loss or Damage as a result of trickery.
8. a claim where the Premises becomes unattended and remains so for any period of more than sixty (60) consecutive days, unless Our written agreement to continue cover has been obtained.
9. loss of or Damage to data, including operating systems or application programs, that is not accompanied by evidence of visible and identifiable physical destruction, loss or Damage to the data carrying media.
10. destruction, loss or damage caused by the gaining of access by any person other than You or Your Employees to Your computer system via data communication media.
11. destruction, loss or Damage caused by Computer Virus.

In addition to Exclusions 1 to 11 the following also apply in respect of Computer Systems and Electronic Equipment:

12. whilst in storage or whilst being transported for storage or during permanent removal from the Premises;
13. whilst in transit as checked baggage or cargo.

General Exclusions

This part explains what You are not insured against

This Policy excludes Damage, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or Event contributing concurrently or in any other sequence to the Damage:

War and Terrorism

- a. war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b. any act of Terrorism;
- c. confiscation, nationalisation, requisition or Damage to Property by or under the order of any government or public or local authority.

Furthermore any loss, destruction, Damage or cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 a. or 1 b. above is also excluded from the Policy.

Notwithstanding 1c. above We will indemnify You for loss, destruction, Damage, cost or expense for the removal of sound Property at the Premises for the purpose of preventing or diminishing imminent Damage by, or inhibiting spread of, fire or any other peril insured by this Policy except the Events described in 1 a. or 1 b. above.

Radioactivity

- a. ionising radiations or Contamination by radioactivity from any nuclear waste or from the combustion (including any self-sustaining process of nuclear fission) of nuclear fuel;

For the purpose of this exclusion only "combustion" shall include any self-sustaining process of nuclear fission.

- b. nuclear weapons materials.

Your Policy does not cover:

Alteration of the Risk

If the risk of loss, Damage, injury, illness or liability is significantly increased by any alteration in the circumstances that affect You or Your Business We will not cover any claims that are caused by or arise from such alteration unless:

- a. You did not know of the alteration; or
- b. You have notified Us of the alteration and We have agreed to accept the alteration in risk.

Acquisition of Companies

Your Policy does not cover;

- a. any company or other legal entity acquired by You during the Period of Insurance; or
- b. any Property or liability associated with such company or any other legal entity or Business undertaking or operation;

unless You have notified Us of the acquisition and We have specifically agreed to this in writing.

Unoccupied Buildings and Premises

Your Policy does not provide any cover at a Building or at a Premises after that Building or that Premises has been unoccupied by persons authorised by You for more than 60 consecutive days.

Provided that:

- a. cover will apply at an unoccupied Building or Premises if We have specifically agreed to this in writing; and
- b. cover will resume when that Building or that Premises is again occupied by persons authorised by You.

General Conditions

These General Conditions apply to this Policy.

Cancelling Your Policy

How You may cancel this Policy

- a. You may cancel this Policy at any time by telling Us in writing that You want to cancel it.
- b. Where 'You' involves more than one person, We will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the Insured.

How We may cancel this Policy

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

How We will refund the Premium

We will refund to You the proportion of the premium for the Remaining Period of Insurance. We will retain premium calculated at Our short period rate for the time the Policy has been in force. When the premium is subject to adjustment, cancellation will not affect Your obligation to supply to Us such information as is necessary to permit the premium adjustment to be calculated and to pay the amount of the adjustment applicable up to the date of cancellation.

Changing Your Policy

If You want to make a change to this Policy, the change becomes effective when:

1. We agree to it, and
2. We give You a new Policy Schedule detailing the change.

Confidentiality

To the extent permitted by law You or any person acting on Your behalf shall not without Our prior written consent disclose:

1. the existence of Your Policy or any part of Your Policy;
2. the amount of Premium paid or payable for Your Policy;
3. the extent of cover provided by Your Policy; or
4. any other terms or conditions of Your Policy.

Headings

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

Inspection of Property

1. We will be permitted but not obligated to inspect Your Property and operations at any time.
2. Neither Our right to inspect nor Our failure to inspect nor the making of any inspection nor any report of any inspection may be used by You or others in any action or proceeding involving Us.
3. We may examine and audit Your books and records at any time during the Period of Insurance and within three years thereafter by that examination and audit will be restricted to matters which in Our opinion are relevant to the Policy.

Notifications

All notices and communications to Us must be made or confirmed in writing by You and sent to the office where Your Policy was issued. Other forms of communication will not be acted upon by Us until confirmed in writing by You

Notices

Any notice We give You will be in writing, and it will be effective:

1. If it is delivered to You personally, or Your Broker or
2. If it is delivered or posted to Your address last known to Us.

It is important for You to tell Us of any change of address as soon as possible.

Other interests

You must not transfer any interests in this Policy without Our written consent. Any person whose interests You have told Us about and We have noted on Your Policy Schedule is bound by the terms of this Policy.

Reasonable Care

You must:

1. take all reasonable care to maintain all Premises, Plant and Machinery in sound condition
2. take all reasonable care to prevent or minimise Damage, injury, illness or liability and ensure that You and Your Employees, servants and agents comply with all statutory obligations, by-laws or regulations imposed by all relevant public authorities for the:
 - a. Safety of persons or Property
 - b. disposal of waste products
 - c. handling, storage or use of flammable liquids or substances, gases or toxic chemicals
 - d. inspection and certification of all Plant and Machinery and equipment that is required by any statute or regulation to be certified.

Claims

What You must do

If an Event happens which may give rise to a claim under this Policy You must:

- take all reasonable precautions to prevent further loss or Damage
- inform the police immediately if the Property is lost or stolen, or Damaged as a result of vandalism
- tell Us or Your Broker as soon as possible. You will be provided with advice on the procedure to follow
- provide Us with full written details of the Event within 30 days of learning that the Event happened;
- supply Us with all information and assistance as We may reasonably require;
- supply Us with written details of all policies that may pay or partially pay.
- co-operate with Us fully in any action We take if We have a right to recover any Money payable under this Policy from any other person.
- allow Us to use any legal rights held by You or held by any other party covered by Your Policy;
- allow Us to negotiate, defend or settle the claim, in Your name and on Your behalf; or in the name of and on Your behalf of any other party covered by Your Policy.

If in doubt at any time, ring Us or Your Broker for advice.

What You must NOT do

You must not:

- negotiate, admit, repudiate or pay any claim without Our written permission. This applies to You or any other person making a claim under this Policy.
- authorise the repair or replacement of Damaged Property without Our Agreement.

What We do

We:

- may take over and conduct the defence or settlement of any claim or issue legal proceedings for Damages; if We do this We will do it in Your name;
- have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving Us any statements, Documents or assistance We require. This may include giving evidence in any legal proceedings;
- will make reasonable progress payments of a claim once We have agreed it is covered by Your Policy.

What can affect a claim

- We will reduce the amount of a claim by the Excess shown in the Policy Terms and Conditions or on the Policy Schedule; provided that when a single Event results in You claiming under more than one Cover Section of Your Policy then only the single highest Excess will apply to all claims that arise out of the one Event.
- We may refuse to pay a claim if You are in breach of Your Duty of Disclosure or any of the conditions of this Policy, including any Endorsements noted on or attached to the Policy Schedule;
- We pay only once for loss or Damage from the same Event covered by this Policy even if it is covered under more than one section of the Policy;

We may be entitled to refuse to pay or to reduce the amount of a claim if it is in any way Fraudulent, or any Fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefits under this Policy;

Administered by

Sportscover Australia Pty Ltd ACN 006 637 903, ABN 43 006 637 903, AFS Licence No230914

MELBOURNE – 271 – 273 Wellington Road, Mulgrave, Vic. 3170

Ph: +61 3 8562 9100

Fax: +61 3 8562 9111

SYDNEY – Suite 103, 507 Kent Street, Sydney, New South Wales, 2000

Ph: +61 2 8833 5800

Fax: +61 2 8833 5811

LONDON – 3rd Floor, PO Box HQ420, St Helens, 1 Undershaft, London, EC2P 3DQ

Ph: +44 (0)20 7398 4080

Fax: +44 (0)20 7398 4090

EMAIL: info@sportscover.com

WEBSITE: www.sportscover.com