

# Business Insurance Policy

Please read this policy in conjunction with the  
Certificate of Insurance



## Contents

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Ansvar Insurance – Insurance products with flexible solutions.....	1
Our history .....	1
Why insure through Ansvar Insurance?.....	1
Developing our young Australians .....	1
Our insurance advantage .....	1
Who is the insurer and how can we be contacted? .....	1
Cooling off period .....	2
Costs .....	2
Code of Practice and Privacy Act .....	2
Complaints.....	2
What if we don't resolve your problem?.....	3
Important notice to Policyholders.....	3
Duty of disclosure .....	4
Claims.....	4
Excess .....	4
Additional covers available separately.....	4
The contract between you and Ansvar Insurance.....	5
Introduction.....	5
Your policy.....	5
Our agreement .....	5
General definitions.....	5
General conditions.....	8
Additional parties .....	8
Adjustment of premium.....	8
Cancellation.....	8
Changes .....	8
Credit provider's rights.....	9
Discharge of liabilities .....	9
Excess .....	9
Goods and Services Tax (GST).....	9
Headings .....	9
Jurisdiction.....	9
Limit of liability .....	9
Monthly instalments .....	10
Misrepresentation .....	10
Precautions by insured .....	10
Service of legal process.....	10
Subrogation .....	10
Third party interests .....	10
Waiver of rights.....	11
General exclusions .....	11
Section 10 – Fire .....	11
Cover.....	11
Defined events.....	11
Basis of settlement .....	13
1. Indemnity .....	13
2. Reinstatement and replacement .....	13
3. Extra cost of reinstatement .....	13
4. Average clause .....	14

Additional benefits .....	14
1. Capital additions .....	14
2. Architects', surveyors' and legal fees .....	14
3. Fire extinguishing costs .....	14
4. Temporary protection.....	14
5. Cost of removal of debris .....	14
6. Contents temporarily removed.....	15
7. Stock seasonal or festive increase.....	15
8. Automatic reinstatement .....	15
Optional Extensions.....	15
Accidental damage .....	15
Fusion.....	15
Section 20 – Business Interruption .....	16
Cover .....	16
Definitions applying to this section.....	16
Basis of settlement .....	16
Item 1 – Gross profit .....	16
Item 2 - Wages .....	17
Item 3 – Additional rent.....	17
Item 4 – Accountants fees .....	17
Limit of liability .....	17
Additional cover.....	17
a. Public utilities .....	17
b. Unspecified suppliers.....	17
c. Unspecified customers.....	17
d. Documents and electronic data .....	17
e. Computer data .....	18
f. Storage sites.....	18
g. Prevention of access.....	18
Specific conditions under this section .....	18
1. Termination of cover .....	18
2. Release clause .....	18
Section 21 – Glass .....	18
Cover .....	18
Basis of settlement .....	18
Additional benefits .....	19
Optional Cover.....	19
Identification or advertising signs.....	19
Section 22 – Fidelity guarantee .....	19
Cover .....	19
Definitions applying to this section.....	19
Additional Benefits.....	20
1. Unidentified employees.....	20
2. Auditors fees.....	20
Specific Conditions under this section .....	20
Auditors .....	20
Discovery.....	20
Retention of monies.....	20
Exclusions under this section .....	20
Section 27 - Money.....	20
Cover.....	20

Definitions applying to this section.....	21
Additional benefits .....	21
1. Keys, locks and combinations.....	21
2. Seasonal or festive increase .....	21
3. Reinstatement of sum insured .....	21
Exclusions under this section .....	21
Optional Cover.....	22
Damage to safe or strongroom .....	22
Section 50 – General property.....	22
Cover.....	22
Exclusions under this section .....	22
Section 53 – Machinery breakdown.....	23
Cover.....	23
Basis of settlement .....	23
Exclusions under this section .....	23
Optional cover – deterioration of stock in cold storage .....	24
Definition.....	24
Special exclusions to this optional cover .....	24
Special conditions to this optional cover.....	24
Section 54 – Electronic equipment .....	24
Cover.....	24
Basis of settlement .....	25
Specific condition under this section.....	25
Adequacy of sum insured .....	25
Exclusions under this section .....	25
Section 70 – Burglary .....	26
Cover.....	26
Additional benefits .....	26
1. Locks and keys .....	26
2. Temporary protection and watchmen.....	26
3. Seasonal or festive increase .....	26
4. Reinstatement of sum insured .....	27
5. Damage to buildings .....	27
Specific condition this section.....	27
Alarm system.....	27
Exclusions under this section .....	27
Section 80 - Public and products liability .....	27
Cover A – Public Liability.....	27
Limit of liability .....	28
Geographical limits .....	28
Definitions.....	28
Exclusions to Public Liability cover .....	28
Additional benefit .....	30
Tenants’ liability.....	30
Optional benefit .....	30
Property in care custody and control .....	30
Cover B – Products liability.....	30
Definitions – this cover.....	30
Limit of liability .....	30
Exclusions to Products Liability cover.....	31
Claims procedures.....	31

Your responsibility when making a claim.....	31
Settlement of claims .....	32
Fraudulent claims .....	32

# **Ansvar Insurance – Insurance products with flexible solutions**

## **Our history**

Ansvar Insurance has been a trusted name in Australia since 1961. Owned by UK Insurance company, Ecclesiastical Insurance Office plc, we enjoy substantial financial backing and are proud to meet the rigorous regulatory requirements of an insurer serving Australians.

## **Why insure through Ansvar Insurance?**

With almost 50 years of experience in Australia we understand what customers are seeking in their insurance company: a trusted, responsible and professional organisation where you are treated with respect and care and offered choice and flexibility. Offering value for money, personal service and a demonstrated commitment to community programs explains why we are the insurer of choice for our Australia wide customers.

## **Developing our young Australians**

We are honoured to provide support to many community organisations throughout Australia. Each organisation provides valuable support to improve and enrich the lives of Australian youth so that they may contribute positively to the community in which they live. To find out more about our grants to Community Education Program please visit our website [ansvar.com.au](http://ansvar.com.au)

## **Our insurance advantage**

Ansvar Insurance is a specialist insurance company with a deep understanding of the issues confronting our customers.

We believe in offering more than just insurance. Our dedicated staff are committed to helping clients protect their assets by providing:

- specialist insurance advice in our core markets
- flexibility in underwriting
- independent, on-site, risk management inspections and expert advice to find solutions
- risk management seminars and advice on helping clients develop their risk management programs

## **Who is the insurer and how can we be contacted?**

Ansvar Insurance Limited, ABN 21007 216 506, is the issuer of this insurance policy. The registered office of Ansvar Insurance is Level 18, 303 Collins Street, Melbourne, Victoria. The Ansvar Insurance Australian Financial Services Licence number is 237826.

You can contact us by:

- calling in person at any Ansvar Insurance office
- telephoning 1300 650 540
- facsimile on 03 9614 1545
- writing to any office of Ansvar Insurance
- email to [insure@ansvar.com.au](mailto:insure@ansvar.com.au)

## Cooling off period

We will refund the entire premium you have paid for cover under this insurance policy if you cancel the policy within 21 days of its commencement. To do this, you must advise us in writing and return the insurance policy and certificate of insurance to your nearest Ansvar Insurance office.

You will **not** receive a refund if you have made a claim, or intend to make a claim, under the insurance policy.

## Costs

The premium payable by you is shown in your Certificate of Insurance. The factors used to determine the premium payable under this policy include:

- the main occupation of the insured;
- the construction, age, location and occupancy of the business premises;
- the nature of the property or equipment to be insured;
- the annual income of the business insured and the indemnity period (where loss of trading income insurance is required);
- the physical protection and other loss minimization features;
- the sections of the policy selected;
- the extent of cover required and the sums insured or limits of liability;
- the excess selected;
- the period of insurance (short-term/annual);
- past claims/incidents history.

The premium is payable either when the product is purchased or by direct bank debit when you elect to pay it monthly. If you elect to pay monthly there is an additional fee. A cancellation fee may apply if you cancel your insurance policy before expiry.

Premiums and fees are subject to Commonwealth and State taxes and levies which include the Goods and Services Tax and Stamp Duty, if applicable to your state. All are shown on your Certificate of Insurance.

## Code of Practice and Privacy Act

As a signatory to The General Insurance Code of Practice we are committed to raising standards of service to our customers. This voluntary code sets out the minimum standards we will uphold in the services we provide to you.

The Privacy Act sets out how we are to collect, use, disclose and protect your personal information. It also describes the circumstances for you to access and, if necessary correct your personal information.

## Complaints

If you are not satisfied with our service we recommend that you use the complaints procedure set out below. The type of complaint could relate to the behaviour of or advice given by an Ansvar Insurance employee or authorised representative, a decision on a claim, the privacy of your personal information or any other matter relating to your insurance that is of concern to you. These procedures are available free of charge to you.

First, contact the employee or authorised representative with whom you have had contact to see if he or she can resolve the problem. If that is not possible, then contact the Regional Manager in your state. The Regional Manager will review the information and give you a response as quickly as possible; but no later than three working days from the date when the complaint is received.

If you are not satisfied with the response given by the Regional Manager, then please put your unresolved complaint in a letter and address it to:

The Secretary  
Internal Dispute Resolution Committee  
Ansvr Insurance Limited  
303 Collins St, Melbourne VIC 3000

You can also telephone the Secretary with your complaint on (03) 9614 3535, fax it on (03) 9614 2740, or choose to email your complaint to the Secretary at [insure@ansvar.com.au](mailto:insure@ansvar.com.au)

The Secretary will refer your complaint to the Committee which comprises the CEO, Operations Manager and one of the non executive directors of Ansvr Insurance Limited, for a decision.

The Internal Dispute Resolution Committee has appropriate authority to deal with unresolved complaints. You will receive a response within seven (7) working days from the time the Internal Dispute Resolution Committee receives your unresolved complaint, or alternatively you will be asked for further information. If further information is required, you will receive a decision within seven (7) working days from the time Ansvr Insurance receives the additional information.

### **What if we don't resolve your problem?**

Once the Internal Dispute Resolution Committee gives you an answer, we will provide you with information about external dispute resolution if that is available.

For many complaints that is the Financial Ombudsman Service (FOS). FOS provides a free and independent dispute resolution service for consumers which have general insurance disputes that are covered by its Terms of Reference. If you wish your dispute to be reviewed by FOS, you must refer your dispute to FOS within three calendar months of receiving the Internal Disputes Resolution Committee's decision. You can do this by contacting FOS at:

Financial Ombudsman Service  
GPO Box 3, Melbourne VIC 3001  
Ph: 1300 78 08 08 (National toll free)  
Ph: (03) 9613 7366  
Fax: (03) 9613 6399  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Website: [www.fos.org.au](http://www.fos.org.au)

Alternatively, you may further pursue your unresolved complaint through a formal legal process such as the courts, mediation, or arbitration.

For privacy complaints you may approach the Federal Privacy Commissioner. A copy of the General Insurance Code of Practice and privacy principles can be obtained from our website [ansvar.com.au](http://ansvar.com.au) or from one of our offices.

### **Important notice to Policyholders**

It is important that you carefully read the following documents and retain them in a safe and convenient place:

- this document;
- your current certificate of insurance;
- documents that support the value of the property you have insured with us;
- documents that prove ownership of your property, e.g. receipts, user manuals/and or guides.

Please also remember to regularly review your insurance policy, particularly at renewal to ensure your insurance policy provides the cover that you currently need.

### **Duty of disclosure**

Before you enter into an insurance contract with us, you are required to tell us every matter that is known to you, being a matter that:

1. you know to be relevant to the decision by us to accept the risk and, if so, on what terms; or
2. a reasonable person in the circumstances could be expected to know to be a matter so relevant.

If you do not tell us all relevant matters we can reduce the amount we pay for any claim or cancel this insurance policy. If your non disclosure is fraudulent we can void the insurance policy from the beginning.

### **Claims**

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

### **Excess**

An Excess is the sum of money you must pay as the first payment in respect of a claim. The Certificate of Insurance details the excesses, which may be applicable.

### **Additional covers available separately**

This policy does not cover

- contract works
- personal accident and/or illness
- directors & officers liability
- employment practices liability
- professional indemnity
- house and contents
- motor vehicles/caravans/trailers
- pleasure boats.

These are all available under separate policies by completion of the appropriate application forms, which are available on request.

# The contract between you and Ansvar Insurance

## Introduction

This Policy includes a wide range of covers. Please read it carefully to be sure it provides the protection you need. Your Certificate(s) of Insurance show(s) those parts of the Policy that apply to you and for which you have cover. If there is no amount shown on the Certificate for a particular section of the Policy, you do not have that cover. The 'General Exclusions' and 'General Conditions' which follow apply to all sections of the Policy.

## Your policy

Your Policy consists of:

- a. this policy wording
- b. the most recent certificate( s) of insurance issued for this policy
- c. any endorsements attached to the certificate of insurance.

All these documents are to be read together. Any word or expression given a specific meaning will mean the same wherever it appears unless specially stated otherwise.

## Our agreement

As you have paid or agreed to pay to us a premium, we will provide you with the insurance in the parties) of the Policy which the Certificate(s) of Insurance indicate are operative.

In agreeing to provide you with this insurance, we have relied on the truth of the information you gave ill the proposal form you completed and which drew to your attention your duty of disclosure. If your disclosure or the answers to the questions in the proposal form have not been full and frank, this Policy might not protect you if you have a claim.

## General definitions

Certain words and phrases that appear in this insurance policy have special meanings under this policy or are in addition to any more specific definition appearing in any section of this policy.

Where used in this policy:

***accidental damage*** means, in respect of the optional defined event in the fire section of this policy, any sudden and unintended damage to the insured property caused by an event not excluded by this policy which happens during the period of insurance and within the geographical limits and not arising from:  
fire, smoke or soot, lightning, aircraft or other aerial devices and/or items falling from them or pressure waves caused by their travelling at sonic or supersonic speed, impact by vehicles or watercraft, theft or attempted theft, malicious damage, earthquake, subterranean fire, volcanic eruption, seaquake, tsunami, subsidence, landslide, rockfall, earth movement, erosion, normal settling, seepage, shrinkage or expansion in buildings or foundations, hurricane, typhoon, cyclone, windstorm, hailstorm, rainstorm, flood, water from or action by the sea, tidal wave or high water.

***basis of settlement*** means the method by which a claim is met. This will be either reinstatement and replacement or indemnity, or as otherwise shown in the appropriate section of this policy.

**building**

means the building at the location shown in the certificate of insurance, including outbuildings, permanent structures and structural additions forming part of the building complex, overground and underground services, walls, gates, fences, retaining walls, paved pathways and driveways, permanent fixtures such as: heating and air-conditioning, textile awnings, shades, shade sails, blinds, signs, landlord's fixtures and fittings of every kind and description.

Building does not include:

1. property undergoing construction, erection, alteration or addition;
2. land.

**business**

means your business or occupation as stated in the certificate of insurance carried out at and from the situation to which this policy applies.

**certificate of insurance**

means the certificate of insurance attaching to this policy or any certificate of insurance subsequently issued during the period of insurance.

**contents**

means machinery, plant and all other contents you own, or on lease, or on loan or held in trust or on commission for which you are responsible whilst in, on or about the premises, but excluding property more specifically defined as buildings above.

The term 'all other contents' shall include:

1. customers' goods for which you are responsible whilst in, on or about your premises.
2. directors'/employees' property (excluding money and negotiable instruments) on premises owned, occupied or leased by you, up to \$500 in respect of anyone person and \$2,000 in respect of anyone loss.
3. documents, manuscripts, securities, deeds, plans, computer tapes and media, business books and records of every description but only for the value of the materials and not for the value to you of the information contained therein, and including expenditure up to five percent (5%) of the Sum Insured on contents as is necessarily incurred by you in obtaining, preparing, rewriting, replacing and restoring same.
4. money and unused stamps including value of unused stamps contained in franking machines up to \$500 in respect of anyone loss.
5. jewellery, bullion, precious metals or precious stones, paintings, works of art and curios up to \$1,000 in respect of anyone item and \$5,000 in respect of any one loss.
6. stock in trade and merchandise including the value of work done, containers and packing materials you own or hold in trust or on commission for which you are responsible.

Contents does not include:

1. livestock, animals, fish or birds.
2. motor vehicles, motor cycles, motor boats, sailcraft, jetskis, trailers, caravans, aircraft or aerial devices unless specified on the Certificate.
3. standing timber, growing crops and pastures.

<b><i>damage, damaged</i></b>	mean, in respect of all sections except the public and products liability section of this policy, the physical loss, damage or destruction of tangible property.
<b><i>employee</i></b>	means any person who is under a contract of service or apprenticeship with: <ol style="list-style-type: none"> <li>1. you; or</li> <li>2. another employer seconded to work for you; or</li> <li>3. you under a work experience scheme,</li> <li>4. and deemed under workers compensation legislation to be in your employ.</li> </ol>
<b><i>endorsement</i></b>	means any document so designated and issued by us, that amends the policy wording or any details shown in the certificate of insurance.
<b><i>flood</i></b>	means the inundation of normally dry land by water escaping or released from the normal confines of any natural watercourse or lake (whether or not altered or modified), or of any reservoir, canal or dam
<b><i>occurrence</i></b>	means, for the purpose of Section 80 – Public and Products Liability, an event, including continuous or repeated exposure to substantially the same general conditions, which results in personal injury, property damage or advertising injury where such injury or damage is neither expected nor intended by you. The time and date of the first adverse condition resulting in injury or damage shall be the time and date of the occurrence.
<b><i>premises</i></b>	means within the confines of any enclosed structure at the location from which you conduct your business.
<b><i>situation</i></b>	means the location shown on the certificate of insurance.
<b><i>stock</i></b>	means stock in trade or merchandise or raw materials, including the value of work done or containers and packaging materials, of your business.
<b><i>terrorism act</i></b>	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 of that nation, 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 groups of persons, whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto, and which: <ol style="list-style-type: none"> <li>1. involves violence against one or more persons; or</li> <li>2. involves damage to property; or</li> <li>3. endangers life; or</li> <li>4. creates a risk to health or safety of the public or a section of the public; or</li> <li>5. is designed to interfere with or disrupt an electronic system.</li> </ol>
<b><i>volunteer</i></b>	means any person who is engaged by you to work or to provide services to you or on your behalf for your benefit and who receives no remuneration or compensation in money or other consideration.
<b><i>we, us, our or insurer</i></b>	means Ansvr Insurance Limited, ABN 21 007 216 506, AFS Licence No 237826.

***you, your, insured*** means:

1. the named insured shown in the certificate of insurance and resident in Australia,
2. any subsidiary company, organisation or entity under your control and over which you exercise active management, existing at the commencement date of or acquired during the period of insurance, carrying on substantially the same business as you;
3. the directors, officers and employees (including work experience, social workers and volunteers) of a named insured or of any subsidiary company, organisation or entity, but only whilst acting within the scope of their duties in such capacity.

## General conditions

### Additional parties

Where this policy insures more than one separate legal entity or person, it shall apply to each party in the same manner as if a separate policy had been issued to each of them, provided that in so doing, our limit of liability shown in the certificate of insurance in respect of any one occurrence and any aggregate limit of liability for the period of cover, shall not be increased.

Any failure by any party to:

- comply with the duty of disclosure in terms of the Insurance Contracts Act 1984; or
- comply with any obligation in terms of this policy; or
- refrain from conduct which is dishonest, fraudulent, criminal or malicious

shall not prejudice the right of the remaining party or parties to indemnity under this policy provided that such remaining party or parties shall not have had prior knowledge of any such failure and/or non compliance and shall as soon as practicable after becoming aware of any such failure, advise us in writing of all relevant circumstances.

We agree to waive all rights of subrogation or action which we may be entitled to against any insured party under this policy.

### Adjustment of premium

Where this policy or any section is arranged on an adjustable basis, you must keep accurate records and make declarations to us so that the necessary adjustment of premium may be applied, subject to us retaining our minimum premium.

### Cancellation

You may cancel this insurance policy at any time by notifying us in writing. You may be required to pay a cancellation fee if you cancel the insurance policy mid-term.

We can cancel this insurance policy in accordance with the Insurance Contracts Act 1984. We will be entitled to retain premium for the period during which the insurance policy has been in force.

### Changes

This Policy might not operate if there should be any change in the facts or circumstances existing when this insurance commenced, unless you notified us in writing and we agree in writing to the change.

You must tell us as soon as possible if any significant or material changes occur to your property or liability insured, including any changes to your operations which increase the risk of loss, damage or injury.

### **Credit provider's rights**

If a credit provider has an interest in any of your property, we may make a payment direct to the credit provider instead of to you in settlement of any claim.

### **Discharge of liabilities**

We may at any time pay you in respect of all claims against you arising directly or indirectly from one source or original cause the amount of the applicable sum insured for the applicable section of this policy, or such other amount specified as the limit of indemnity (after deduction of any amounts already paid by us which would reduce the amount of our unfulfilled liability) or any lesser amount for which the claim or claims can be settled. Upon such payment, we shall relinquish conduct or control of and be under no further liability under the policy in connection with such claim or claims, except for the costs, charges and expenses recoverable from you in respect of the period prior to the date of such payment (whether or not pursuant to an order made subsequently) or incurred by us or by you with our written consent prior to the date of such payment.

### **Excess**

Your financial contribution to each and every claim under this policy is known as the 'excess'. The excess amount that you will have to pay when you lodge a claim is shown in your certificate of insurance or in the section of the policy under which the claim is being made. If you suffer damage which leads to a claim under more than one section of this policy, the highest applicable excess is payable. The limit of liability or sum insured is reduced by the amount of the excess.

### **Goods and Services Tax (GST)**

The property values declared by you for the purposes of this policy should include the amount of the Goods and Services Tax. This insurance policy has provision for payment of Goods and Services Tax:

- by you in relation to premiums;
- by us in relation to claims.

### **Headings**

Where headings are used in this policy, they are purely descriptive in nature and are not intended to form any part of the context or to affect the interpretation of this policy.

### **Jurisdiction**

This insurance policy shall be governed by and construed in accordance with the laws of Australia. Any dispute shall be resolved in accordance with the laws of Australia.

### **Limit of liability**

The cover we provide under this policy in respect of an occurrence shall not exceed the sum insured or applicable limit of liability shown in the certificate of insurance.

Our total liability during any one period of insurance for all claims arising out of products liability under the public and products liability section shall not exceed the respective limit of liability shown in the certificate of insurance.

## Monthly instalments

You may pay your premium by monthly instalments direct from a financial institution or from your credit card. However, if any monthly instalment is dishonoured by your financial institution this policy may not operate. We may refuse to pay a claim in whole or in part if, at the date of loss, any monthly instalment has remained unpaid for at least 14 days, unless we have agreed otherwise in writing.

If you have a total loss or we settle your claim by paying the full sum insured under any section of this policy, we will deduct outstanding instalments for that section from the amount we pay you.

Should the financial institution holding your account return or dishonour a direct debit payment due to lack of funds in your account, we will charge you for any direct or indirect costs which we incur arising from the payment being returned or dishonoured.

## Misrepresentation

This Policy may be voidable in the event of you making a fraudulent representation or non-disclosure of any material fact.

## Precautions by insured

You are required to:

1. take reasonable precautions to prevent injury, loss, destruction or damage and maintain and safeguard the property insured under this policy;
2. take all reasonable precautions to prevent loss, damage or injury to third parties;
3. comply with all statutory obligations, regulations and safety requirements imposed by any authority;
4. take reasonable action at your own expense to trace, recall or modify any of your products containing any defect or deficiency of which you have knowledge or have reason to suspect, including any products subject to government or statutory ban;
5. do all things reasonably practicable to minimise any interruption of or interference with your business to avoid or diminish any loss.

## Service of legal process

You may effect service of any legal process on us in connection with this policy by delivering that process by hand or by post to the address for service stated in the certificate of insurance and such service shall be deemed to be personal service upon us.

You may give any notice under this policy to us at any of our offices in Australia.

## Subrogation

Subject to the provisions of the Contract Act 1984, we have the right to recover or obtain relief from any person against whom you may be liable to claim and we shall have full discretion in the conduct, defence or settlement of any claim, and to take action in your name. You and any other person entitled to indemnity under this Policy must not hinder these rights and must give all such information and cooperation as we require.

## Third party interests

You must not transfer interests in this policy without our written consent.

All persons entitled to any benefit under this policy are bound by the terms of this policy.

We insure those interests you notify to us when we issue cover or which are notified to us during the currency of this policy and which we agree to insure.

### Waiver of rights

If you agree or have agreed not to seek compensation from any other party who would otherwise be liable to compensate you for any liability insured by this policy, we will not be liable to compensate you with respect to that liability.

## General exclusions

This Policy does not cover loss, destruction, liability or damage –

1. **War**  
Caused by or arising from any war, whether war be declared or not, hostilities or rebellion.
2. **Heat**  
To any property as a result of its undergoing a process necessarily involving the application of heat.
3. **Nuclear**  
Caused by or arising from ionisation or contamination by radioactivity from:
  - a. any nuclear fuel or from any waste, or from the combustion of nuclear fuel (including any self-sustaining process of nuclear fission)
  - b. nuclear weapons material.
4. **Terrorism**  
Caused by a terrorism act.
5. **Expropriation**  
Caused by the lawful seizure, detention, confiscation or requisition of your property.
6. **Wear and tear**  
Caused by or resulting from:
  - a. gradual deterioration, wear and tear;
  - b. rust, corrosion, dampness, light, atmospheric or climatic conditions;
  - c. fault, defect or omission in design, faulty workmanship or materials;
  - d. any process involving cleaning, repairing, altering or restoring.
7. **Quarantinable Diseases**  
arising as a result of any highly pathogenic avian influenza in humans or diseases declared to be quarantinable diseases under the Quarantine Act (1908) and any subsequent amendments.

## Section 10 – Fire

### Cover

We will pay for the cost of repairs to or replacement of property insured destroyed or damaged by any of the defined events happening at the situation during the period of insurance.

### Defined events

1. Fire, not occasioned by or happening through its own spontaneous fermentation or heating.

2. Lightning or thunderbolt.
3. Explosion, but not explosion of boilers or economisers, or of vessels under pressure requiring statutory certification, or damage to their contents.
4. Earthquake, subterranean fire, or volcanic eruption, but excluding:
  - a. the first \$20,000; or
  - b. an equal amount to one per cent (1 %) of the total sum insured in respect of all buildings and contents forming one establishment at the situation  
whichever is lesser in respect of destruction of or damage to property occurring during anyone period of 48 consecutive hours.
5. Storm and tempest and rainwater, but not:
  - a. by steam or condensation;
  - b. by erosion, subsidence, landslide or mudslide or any other earth movement;
  - c. by water seeping or percolating from outside the premises;
  - d. by water entering as a result of –
    - i. structural defects,
    - ii. faulty design of the premises,
    - iii. faulty workmanship;
  - e. to gates, fences, retaining walls, textile awnings, blinds or signs;
  - f. to property in the open air unless it comprises or forms part of a permanent structure design function without the protection of walls or roofs;
  - g. by water directly from the sea;
  - h. directly or indirectly by storm surge;
  - i. damage by water to buildings in the course of construction or reconstruction or to their contents unless the buildings are enclosed and under roof with all the outside doors and windows permanently in place.

In this defined event:

- a. 'water' includes snow, sleet and hail;
  - b. 'the sea' means all oceans, seas, bays, ports and tidal waters;
  - c. 'storm surge' means the short period rise or fall of the sea level produced by a cyclone.
6. Impact by vehicles or animals.
  7. Impact by aircraft or other aerial devices and articles dropped from them.
  8. Acts of:
    - a. persons taking part in:
      - i. riots, or civil commotions, or
      - ii. labour disturbances;
    - b. strikers or locked-out workers;
    - c. malicious persons acting on behalf of or in connection with any political organisation;
    - d. other malicious persons not being tenants, but you must –
      - i. pay the first \$100 of each claim arising from one event, and
      - ii. immediately inform the Police of any malicious damage;
    - e. any lawfully constituted authority in connection with the acts described in this defined event.

For the purposes of defined events 8(a), 8(b) and 8(c), destruction or damage will include physical loss of the property insured.

9. Bursting, leaking, discharge or overflowing of fixed tanks, fixed apparatus or fixed pipes used to hold or carry liquid of any kind.

## **Basis of settlement**

### **1. Indemnity**

The words 'indemnity' or 'indemnify' shall mean that if there is loss or damage directly caused by any of the defined events, we may choose to:

- a. pay you the value of the lost or damaged property up to the value of the sum insured; or
- b. pay you the cost of replacing the lost or damaged property; or
- c. pay you the cost of repairing the lost or damaged property; or
- d. repair or replace the lost or damaged property;

and we may deduct a reasonable allowance for depreciation before making any payout.

### **2. Reinstatement and replacement**

If the certificate of insurance indicates that replacement conditions apply to any section of this policy, claims arising under that section will be settled upon the following basis:

#### **Buildings**

To have the benefit of this cover, you must rebuild or repair and the work must be started within six months of destruction or damage:

- i. If the property is destroyed, we will pay the costs you incur in reinstating it to a condition equal but not better or more extensive than its condition when new.
- ii. If the property insured is damaged, we will pay the cost of repairing the damage without deduction for depreciation, but we will not pay any more than the amount it would have cost if it had been totally destroyed.

#### **Contents**

We will pay the cost of replacement as new without making any deduction for depreciation, BUT we may choose to repair or replace any item instead of paying you its value.

#### **Special conditions applying to reinstatement and replacement**

- a. In no case will we pay more than the sum insured shown against each item on the certificate of insurance.
- b. Until you actually incur the cost of reinstatement, we will not pay anymore than we would be required to pay to indemnify you.
- c. This cover does not include any extra costs you may be required to meet to comply with Government or Local Authority Regulations and By-Laws or requirements with which you were required to comply before the loss, destruction, or damage happened.
- d. The Average Clause applies to property insured for replacement conditions under this section.

### **3. Extra cost of reinstatement**

In the event of loss to the property insured, we will pay for the extra cost of reinstatement including demolition or dismantling of the property necessarily incurred to comply with the requirements operative at the time of reinstatement, by any:

- a. Act of Parliament or Regulation made thereunder; or
- b. law or regulation of any local or other Statutory Authority.

If the cost of reinstatement of the loss is less than fifty per cent (50%) of what would have been the cost of reinstatement of the property insured had it been destroyed, we will not pay more than the extra cost of reinstatement necessarily incurred in reinstating only that portion destroyed or damaged, and we will not include any extra cost in relation to any portion of the Property Insured which has not suffered Loss, but in any event not exceeding the sum which we could have been called upon to pay if such property had been wholly destroyed, subject to the following special provisions.

## Special provisions

- a. The work of reinstatement (which may be carried out wholly or partially upon another site if any of the above mentioned Act, By-Law or regulation of any local or other statutory authority so necessitates, subject to our liability not being thereby increased) must be commenced within six months of the destruction or damage and carried out with reasonable dispatch, failing which we will not be liable to make any payment beyond the amount which would represent the value of the property insured at the time of the loss occurring, due allowance being made for wear, tear and depreciation;
- b. The amount recoverable shall not include the additional cost incurred in complying with any such Act, Regulation, By-Law or requirement with which you have been required to comply, prior to the happening of the loss.

### 4. Average clause

If the Sum Insured at the time of loss or damage is less than eighty per cent (80%) of the full insurable value of the Property Insured, we will pay the proportion of the claim the Sum Insured bears to eighty per cent (80%) of the value;

Provided that this clause will not apply if the amount of any damage does not exceed five percent (5%) of the Sum Insured.

## Additional benefits

This insurance is extended to include:

### 1. Capital additions

Alterations and additions to property insured (excluding Stock, Documents, Rent and Removal of Debris) to an amount not exceeding ten per cent (10%) of the Sum Insured on property at that Situation.

### 2. Architects', surveyors' and legal fees

Architects', surveyors' and legal fees up to ten per cent (10%) of the Total Sum Insured on Buildings and Contents which are necessarily incurred in the reinstatement or repair of the Buildings and Contents for which a claim is payable, provided that the Sum Insured is not otherwise exhausted. Fees and costs incurred in connection with the preparation of the claim are not covered under this clause.

### 3. Fire extinguishing costs

Costs and expenses up to ten per cent (10%) of the Total Sum Insured on property necessarily incurred -

- a. for extinguishing fire at or in the vicinity of, and threatening to involve;
  - i. in preventing or diminishing imminent Fire and Perils to;
  - ii. in gaining access following Fire and Perils to;the Property Insured –
- b. in the replenishment of fire fighting appliances and apparatus;
- c. for the purposes of shutting off the supply of water or other substance which is accidentally discharged from any fire extinguishing equipment.

### 4. Temporary protection

Costs and expenses up to ten per cent (10%) of the Total Sum Insured on property necessarily and reasonably incurred or the temporary protection and safety of the Property Insured pending repair or replacement following an event for which a claim is payable.

### 5. Cost of removal of debris

The cost necessarily incurred in the reinstatement of damaged buildings and/or contents of -

- a. removing, storing and disposing of debris from the premises;
- b. the demolition and removal of any insured property which is necessary for the purpose of repair or replacement as a result of the Loss;
- c. removing, storing and disposing of debris (other than pollutants and contaminants), as a result of the insured loss or damage which you are liable at law to remove from the premises and other property owned by anyone other than you, together with the cost of cleaning up, Provided that such liability has not arisen as a result of any agreement made by you after the commencement of the Period of Insurance unless that liability would have attached in the absence of such agreement.

This benefit is limited to ten per cent (10%) of the Total Sum Insured at the Situation unless a separate Sum Insured for Removal of Debris is shown on the Certificate.

## **6. Contents temporarily removed**

Contents (excluding clothing, money or personal effects of principals or employees of the Insured) whilst temporarily removed from the Situation up to ten per cent (10%) of the Total Sum Insured on Contents or \$20,000 whichever is the less.

But excluding -

- a. impact to Contents in the open air or in transit;
- b. contents which have been removed for a period in excess of ninety (90) days except with the written permission of the Company.

## **7. Stock seasonal or festive increase**

The Sum Insured is increased by twenty-five per cent (25%) of the Sum Insured for Stock for a period of sixty (60) days prior to Christmas and thirty (30) days prior to Easter unless a different period is specified. If no additional amount is shown for Stock, this benefit does not apply.

Additional benefits 1 to 7 inclusive are not subject to the application of any Average Clause in this Policy.

## **8. Automatic reinstatement**

The Limit of Liability will not be reduced by the amount of a loss PROVIDED THAT the Insured pays or agrees to pay any additional Premium that may be required.

## **Optional Extensions**

### **Accidental damage**

If a sum insured for accidental damage is shown on the certificate of insurance, we will also pay for the cost of repairs or replacement of your property, caused by accidental physical loss or damage up to a limit of \$10,000.

### **Fusion**

If a sum insured for fusion is shown on the certificate of insurance and electrical current damages a motor forming part of electrical machines, installations or apparatus which is part of the property insured, we will repair or replace the motor.

You may be required to contribute towards the total cost of repair or replacement. Your contribution will be calculated on the age of the motor and calculated as follows:

- a. Where the age of the motor is less than 3 years, no deduction shall be made for wear, tear and depreciation
- b. Where the age of the motor is 3 years or more, the deduction wear, tear and depreciation shall be ten per cent (10%) of the replacement or repair cost, whichever is applicable, for each year provided the amount of deduction shall not in any event exceed ninety per cent (90%).

Under this extension, we will not pay for:

- a. Loss of use, depreciation, wear and tear;
- b. Damage to –
  - i. lighting or heating elements, fuses or protective devices
  - ii. electrical contacts at which sparking or arcing occurs in ordinary working;
  - iii. rectifiers, radio, television, amplifying or electronic equipment of any description, microwave oven, data processing equipment of any description;
  - iv. motors under manufacturer's guarantee or warranty;
- c. the first \$100 of each claim or series of claims arising out of one event.

## Section 20 – Business Interruption

### Cover

If the property insured used by the insured at the situation for the purpose of the business is lost or damaged by any cause which is covered at the time of such loss or damage under Section 10 – Fire, and the insured loss or damage results in the interruption of business, we will pay under this section for the loss of income suffered during the indemnity period and reasonable additional expenses incurred in accordance with the basis of settlement.

### Definitions applying to this section

**Indemnity Period** the indemnity period commences with the occurrence of the damage and ends when there is no longer interruption or interference with the business PROVIDED THAT this is within the months stated on the certificate of insurance.

**Turnover** means the money paid or payable to you for goods sold and/or delivered and/or for services rendered in the course of the business at the Situation, less the cost of goods and materials used, adjusted further by the amount by which the closing Stock exceeds the opening Stock.

### Basis of settlement

The amounts payable shall be limited to the following:

#### Item 1 – Gross profit

- a. In respect of Reduction in Turnover  
The amount by which the Turnover earned during the Indemnity Period shall in consequence of the Loss fall short of the Standard Turnover;
- b. In respect of Increase in Cost of Working  
The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding, diminishing the reduction in Turnover, which but for the expenditure would have taken place during the Indemnity Period in consequence of the Loss, but not exceeding the amount of reduction in Turnover thereby avoided;

LESS any sum saved during the indemnity period in respect of such charges and expenses of the business, payable out of turnover, as may cease or be reduced in consequence of the loss.

Provided always that the following clauses apply:

#### a. Average Clause

If the Sum Insured on Gross Profit is less than eighty (80%) percent of the Gross Profit during the twelve (12) months immediately before the occurrence of the damage, adjusted for trend, the amount payable will be proportionately reduced.

**b. Alternative Trading Clause**

If during the Indemnity Period, goods shall be sold or services rendered elsewhere 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 such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

**Item 2 - Wages**

We will pay the specified percentage of the Payroll, that is, the Gross remuneration including, but not limited to, Director's Fees, Statutory Insurance premiums and Levies, Superannuation and Pension Fund contributions of all Directors, Partners, Employees and Officers of the Insured actually expended during the Indemnity Period if there is a Sum Insured for this Item on the certificate of insurance.

Provided always that the following clause applies:

**Average clause**

If the Sum Insured on wages is less than eighty per cent (80%) of the payroll during the twelve (12) months immediately before the occurrence of the damage, adjusted for trend, the amount payable will be proportionately reduced.

**Item 3 – Additional rent**

We will pay for the additional cost necessarily and reasonably incurred during the Indemnity Period in obtaining alternative premises for the purpose of reducing the reduction of Gross profit, if there is a Sum Insured for this item on the certificate of insurance.

**Item 4 – Accountants fees**

We will pay for costs incurred, with our approval, for processing and certifying details of a claim under this Section up to the Sum Insured shown on the certificate of insurance.

**Limit of liability**

We will not pay more than the total Sum Insured against each item for any loss arising from one cause during any Period of Insurance.

**Additional cover**

We will pay for Loss of Income resulting from interruption of or interference with the business as a result of damage which would be indemnified under this policy to:

**a. Public utilities**

Property belonging to or under control of any electricity, telephone, gas, or water supply authorities from which the Insured obtains their direct, immediate supply.

**b. Unspecified suppliers**

Property at the premises of any of the Insured's suppliers, manufacturers, repairers, or processors of components, goods or materials, anywhere in the world up to an amount not exceeding twenty per cent (20%) of the Sum Insured.

**c. Unspecified customers**

Property at the premises of any of the Insured's customers and clients including any premises where the Insured has property for repair anywhere in the world up to an amount not exceeding twenty per cent (20%) of the Sum Insured.

**d. Documents and electronic data**

Documents and electronic data files belonging to or held in trust by the Insured while in transit or while at premises within Australia not occupied by the Insured up to an amount not exceeding twenty per cent (20%) of the Sum Insured.

#### **e. Computer data**

Computer installations including ancillary equipment and data processing media utilised by the Insured anywhere in Australia to an amount not exceeding ten per cent (10%) of the Sum Insured.

#### **f. Storage sites**

Property of the Insured stored in Australia at any premises not occupied by the Insured up to an amount not exceeding twenty per cent (20%) of the Sum Insured.

#### **g. Prevention of access**

Property, or intervention of any lawful authority resulting from threat of or damage to property within 20 kilometres radius of the premises, which prevents access or to or hinders the use of the premises.

### **Specific conditions under this section**

#### **1. Termination of cover**

If, after the commencement of an Indemnity Period following damage, the Insured ceases the business, whether on a voluntary or involuntary basis, the Indemnity Period will end from that date, unless we agree to its continuance.

#### **2. Release clause**

The Insured will not be prejudiced -

- a. by releasing any Government of Statutory Authority from any liability if required by any contract to do so; or
- b. by agreeing to enter into a contract for storage of goods or merchandise if the terms of the contract include a disclaimer clause; or
- c. by agreeing to enter into a lease for occupancy of any building or part of a building or a lease or hiring of property where the terms of the lease or hiring include a disclaimer clause in favour of the lessor or the owner.

## **Section 21 – Glass**

### **Cover**

Under this section, we will pay for the cost of repairing or replacing any internal or external glass at the situation belonging to you or for which you are legally liable.

For the purposes of this Section, the term 'Glass' also means sanitary-ware and plastic material used as glass.

We will not pay under this section for:

1. Breakage of glass during installation or removal;
2. Glass which is stock in trade;
3. Glass which is scratched, chipped or discoloured.

### **Basis of settlement**

In the event of loss or damage we will pay the actual cost of supplying and fixing in its frame replacement glass of the same type and quality as that which was broken or to the specifications required to comply with current building regulations;

Provided that we shall not pay more than the Sum Insured shown on the Certificate of Insurance during any one period of insurance.

### Additional benefits

We will pay for costs reasonably and necessarily incurred by you following damage to glass for:

- a. Effecting temporary repairs, shuttering and the employment of watchmen or guards;
- b. Repairing or replacing frames, signwriting, alarm tapes, coatings or fittings;
- c. Stock damaged as a consequence of a Loss under this section of the Policy;

all to a limit of \$2,000 per additional benefit per claim.

### Optional Cover

#### Identification or advertising signs

If a sum insured for 'signs' is shown on the Certificate of Insurance, we will pay for loss or damage to glass or plastic identification or advertising signs up to the limit shown against this item in the Certificate of Insurance.

## Section 22 – Fidelity guarantee

### Cover

Under this section, we will pay for loss of money (that is, current coin, bank notes, or negotiable documents such as but not limited to cheques, stamps, vouchers, tickets) or other property belonging to the insured or for which the insured is responsible as a result of fraud by an employee or officer which occurs during the period of insurance and is discovered within six (6) months of the termination of the policy or within six (6) months of the termination of employment up to the sum insured shown on the certificate of insurance.

All losses in respect of the one event or series of events arising from the one original source or original cause, irrespective of whether the acts of fraud were committed during more than one period of insurance shall be deemed one event.

The sum insured is reduced by any payment made or due to be made during any period of Insurance.

### Definitions applying to this section

***insured*** means the insured named in the certificate of insurance and any ancillary clubs or groups formed with their consent.

***sum insured*** means the sum stated in the certificate of insurance which is the limit of liability.

***employee or officer'*** means any person employed by or an officer of the insured, who the insured has authorised to handle money.

The term 'employee or officer' extends to any honorary or voluntary director, councillor, office bearer or member, pastor, agency or committee members of the Insured whilst engaged in activities within the scope of the declared business of the Insured.

## **Additional Benefits**

### **1. Unidentified employees**

We will pay for losses attributable to unidentified employees or officers.

### **2. Auditors fees**

We will pay Auditors fees charged for the preparation of a valid claim up to \$5,000 in respect of anyone loss.

## **Specific Conditions under this section**

### **Auditors**

The Insured's auditors may certify from the Insured's books any detail required by us in connection with the loss. Their certificate shall be prima facie evidence of such loss.

### **Discovery**

Once the Insured becomes aware of or has reason to suspect an employee or officer has committed an act of fraud or fraudulent misappropriation, the Insured shall immediately give notice to us of the circumstances and our liability for any further loss in respect of that employee will cease.

### **Retention of monies**

Following any loss, the Insured will, to the extent allowed by the law, retain all monies and other assets due to the employee or officer who caused the event and will treat such monies or assets as a deduction from the loss.

## **Exclusions under this section**

We will not pay under this section for:

1. any act of fraud or fraudulent misappropriation committed more than twelve (12) months prior to the date of receipt by us of notice of loss. If the fraudulent act was discovered within six (6) months of the expiration of the Period of Insurance or within six (6) months from the date on which the relevant employee left your employment, you may claim for any loss which arose within twelve (12) months immediately prior to the earlier of -
  - i. the expiration of the Period of Insurance; or
  - ii. the date of termination of the employment.
2. any loss arising out of or facilitated by a change in the method of conducting the business which results in that method (as changed) differing in some material degree from the method made known to us by you or your representatives at the commencement of the Period of Insurance, unless we agree to such change in writing.

## **Section 27 - Money**

### **Cover**

Under this section, we will pay for loss or damage to money that is current coin, bank notes or negotiable instruments such as but not limited to cheques, vouchers, tickets, whilst the money is:

- a. in transit or in a night safe or automatic teller machine until removed by the bank employee;
- b.
  - i. on the premises during normal business hours;
  - ii. on the premises outside normal business hours; in a locked safe or strongroom;
- c. in the personal custody of the insured or an authorised person in a private residence or

separate premises;  
up to the Sum Insured shown on the Certificate of Insurance.

### Definitions applying to this section

- business hours** means the Insured's working and office hours (including overtime) when the Insured, director, officers, partners, employees or club members are on the premises for the purposes of the business.
- safe** means a burglar-resistant container which has been designed to resist fire and attack by hand-held or power-operated tools and has been specially designed for the storage of money and valuables.
- strongroom** means a burglar-resistant structure constructed of masonry and steel which has been designed to resist fire and attack by hand-held or power-operated tools and has been specially designed for the storage of money and valuables.

### Additional benefits

#### 1. Keys, locks and combinations

We will pay up to \$1,000 to replace locks and keys and combinations to any Safe/Strongroom following loss or damage by Theft or any Attempted Theft, or if combinations become known, or if there are reasonable grounds to believe that the keys may have been duplicated. This is an addition to the Sum Insured.

#### 2. Seasonal or festive increase

Each Sum Insured is increased by twenty-five per cent (25%) for a period of sixty (60) days prior to Christmas and thirty (30) days prior to Easter.

#### 3. Reinstatement of sum insured

The amount by which any of the Sums Insured is reduced following insured loss will be automatically reinstated so that those Sums Insured revert to the original amount.

Provided that:

1. The maximum amount payable by us in anyone period of twelve (12) months will not exceed a figure equal to twice the respective Sums Insured;
2. You pay or agree to pay the Additional Premium required by us which will only be charged after the original Sum Insured for any item has been paid or is payable following an insured loss.

### Exclusions under this section

We will not pay under this section for:

- a. theft from a vehicle unless accompanied by visible, forcible and violent entry;
- b. theft from a safe or strongroom opened by a key or by use of a combination, either of which has been left unsecured on the premises when the Insured or any authorised employees are not on the premises;
- c. shortage due to error or omission;
- d. loss or damage discovered more than seven working days after such loss or damage;

- e. loss to fraudulent or dishonest acts or fraudulent misappropriation unless loss or damage occurred from theft following visible, forcible and violent entry;
- f. consequential loss of any kind;
- g. any losses which are more specifically insured;
- h. theft by employees.

## Optional Cover

### Damage to safe or strongroom

If a sum insured for 'safes' is shown on the certificate of insurance, we will pay for loss or damage to safes and/or strongrooms following Theft or an Attempted Theft of Money up to the Sum Insured shown on the certificate of insurance.

## Section 50 – General property

### Cover

Under this section, we will pay for the cost of repairs or replacement of –

- 1. items specified on the Certificate of Insurance anywhere in Australia;
- 2. unspecified Items at the Situation;

caused by accidental physical loss or damage up to the Sum Insured shown on the Certificate of Insurance

### Exclusions under this section

We will not pay under this section for:

- 1. loss or damage as a result of theft from a vehicle unless accompanied by visible, forcible and violent entry;
- 2. fraud or dishonesty by the Insured including directors, partners, employees or officers of the Insured or any other person who has an interest in the Property Insured;
- 3. consequential loss of any kind;
- 4. loss or damage directly caused by or arising from the following causes:
  - i. electrical, electronic or mechanical breakdown which means the actual breaking, seizing, deformation or burning out of any part of any equipment while it is in use arising from any defect in the equipment, causing sudden stoppage of its functions and necessitating repair or replacement before it can resume working;
  - ii. data processing or media failure or breakdown or malfunction of the processing, including operator error or omission;
  - iii. data corruption, computer virus or unauthorised amendment of data erasure by electronic or non-electronic means;
  - iv. vermin, insects, termites, latent defect, scratching, denting, chipping or defacing;
  - v. gradual operating causes such as but not limited to wear and tear, mildew, corrosion, disease, oxidation, fading;
  - vi. faulty materials or faulty workmanship.

## Section 53 – Machinery breakdown

### Cover

We will pay for the cost of repairs or replacement of machinery in use at the situation damaged during the period of insurance.

Machinery - means the items stated on your Certificate of Insurance.

### Basis of settlement

In the event of damage under this Section the basis of settlement will be the cost of repairs necessary to return the damaged item to its former state of serviceability including:

- a. charges for overtime and work on public holidays;
- b. freight within the Commonwealth of Australia;
- c. replacement of refrigerant lost from insured items as a direct result of indemnifiable damage;
- d. an amount not exceeding ten per cent (10%) of the item sum insured for hire of a temporary replacement item during time taken to repair damage.

No deduction will be made for depreciation in respect of parts replaced.

Where a damaged item is replaced with a new item, the basis of settlement will be:

- a. The estimated cost which would have been incurred for necessary repairs to return the damaged item to its former state of serviceability; or
- b. The sum insured for the item (if any); whichever is the lesser;

The excess and the value of salvage will be subtracted from this amount

### Exclusions under this section

We will not pay under this section for:

1. any loss which could be covered by any other section of this Policy.
2. the cost of:
  - a. replacement of damaged, worn or spent belts, filters, refrigerant dryers, fuses, electric heating elements, electrical contacts, thermostats, thermostatic expansion valves, gland packing seals, cutting blades;
  - b. Replacement of component parts worn through normal use or operation;
  - c. Adjustment, cleaning, purging or recharging of refrigeration or airconditioning equipment;unless necessary as a part of the repair loss or damage insured by this Section.
3. the cost of:
  - a. preventative maintenance work;
  - b. alterations, additions or improvements or overhauls whether carried out in the course of indemnifiable repairs or as a separate operation;
  - c. rectifying gradual deterioration (rust, corrosion, erosion, oxidation or scale formation).

4. consequential loss of any kind, except where otherwise agreed.

### Optional cover – deterioration of stock in cold storage

If a sum insured for 'deterioration of goods' is shown on the certificate of insurance, we will pay for loss or damage to stored refrigerated goods directly due to an accident as defined, provided always that at the time of the accident the stored goods are actually contained in chambers refrigerated by items of machinery insured under this section.

#### Definition

For the purpose of this cover, accident means:

1. a rise or fall in the temperature of a refrigerated chamber as the result of:
  - a. damage to the refrigeration machinery where such damage is covered under the Machinery Breakdown Section and not otherwise excluded by special Exclusions 1 to 3;
  - b. operation of fuses or overload devices protecting the operation machinery under the Machinery Breakdown section;
  - c. failure of the public electricity supply, unless the failure or its effects are otherwise excluded by Special Exclusions 1 to 3.
2. contamination of stored goods by the accidental escape of refrigerant gas or liquid into the refrigerated chambers.

#### Special exclusions to this optional cover

This additional benefit does not cover:

1. the amount of twenty per cent (20%) of each and every claim subject to a minimum amount of \$100;
2. any loss arising from a shrinkage, inherent defects or diseases or improper storage;
3. loss arising from the failure of the public electricity supply occasioned by or resulting from the exercise by any public electricity supply authority of its power to withhold or restrict supply.

#### Special conditions to this optional cover

1. The Sum Insured must not be less than the maximum Replacement Value of the stored goods expected to be contained in all refrigeration chambers at anyone time during the period of Insurance.
2. Any claim which is admitted under this benefit will be settled on the basis of cost to you of replacement of the goods immediately prior to the Accident. The proceeds from the sale of damaged goods will be deducted from the claim.
3. When making a claim under this section, you must at your own expense supply all invoices relevant to the qualities and purchase of replacement cost of the stored goods affected.

## Section 54 – Electronic equipment

### Cover

We will pay for the cost of repairs or replacement of electronic equipment in use at the situation damaged during the period of insurance.

Electronic equipment - means the items stated on your Certificate of Insurance.

## Basis of settlement

In the event of a claim for Breakdown under this part of the policy, we will pay for the cost of remedial repairs necessary to return the damaged item to its former state of serviceability including:

- a. charges for overtime and work on public holidays; or
- b. freight within the Commonwealth of Australia;
- c. an amount not exceeding ten per cent (10%) of the item sum insured for hire of a temporary replacement item during time taken to repair damage.

No deduction will be made for depreciation in respect of parts replaced, except for valves, tubes (including picture and x-ray tubes) and light sources. From the replacement cost of these items will be deducted a percentage which the use, up to the time of failure, represents of the normal service life expected by the manufacturer or supplier.

All damage which can be repaired must be repaired. However, if total destruction has occurred; or the total cost of repairs exceeds:

- i. the sum insured for the item; or
- ii. the cost of replacement of the insured item by an item of similar function, type, capacity and quality and in a new condition equal to but no better than, the condition of the insured item when new;

the maximum policy liability will be the lesser of (i) or (ii).

Where repairs to a repairable item cannot be effected because of the unavailability of replacement parts, the basis of claim settlement will be the estimated cost which would have been incurred for repairs necessary to return the damaged item to its former state of serviceability. The estimated cost of unavailable parts will be based on the cost of available parts from the equipment of similar function and performance which is still in production.

The excess and the value of salvage will be subtracted from this amount.

## Specific condition under this section

### Adequacy of sum insured

It is a condition of this Policy that you must have nominated sums insured as stated in the Schedule which are not less than the New Replacement Value at commencement of the period of insurance being the cost of replacement of the insured item by a new item of the same function, type, capacity and quality (but not necessarily make) including packing, freight, customs duties and dues, if any and all installation charges.

If in the event of loss or damage to items insured it is found that the sums insured are less than ninety percent (90%) of the amounts required to be insured pursuant to this condition, the amount recoverable by the Insured under this Policy in respect of these items will be reduced by such proportion as the sums insured to bear to ninety percent (90%) of the amounts required to be insured. Every object and cost within these items will be subject separately to this condition.

## Exclusions under this section

We will not pay under this section for:

1. remedial repairs to items of electronic equipment specified in the certificate of insurance caused by breakdown, which means the internal electronic, electrical or mechanical component malfunction or failure which stops the function of the item and requires its repair to allow continuation of use.

2. the cost of:
  - a. replacement of damaged, worn or spent batteries, belts, chains, tapes, ribbons, filters, fuses, electric heating elements or electrical contacts;
  - b. replacement of component parts worn through normal use or operation; unless necessary as a part of the repair loss or damage insured by this Section.
3. the cost of:
  - a. preventative maintenance work;
  - b. alterations, additions or improvements or overhauls whether carried out in the course of indemnifiable repairs or as a separate operation;
  - c. repair of scratches to painted or polished surfaces.
4. loss, distortion or corruption of data programs.
5. consequential loss of any kind.

## Section 70 – Burglary

### Cover

We will pay for the cost of repairs to or replacement of any of the property insured in the buildings at the situation lost or damaged as a result of theft or attempted theft –

- a. following visible, forcible and violent entry into or exit from the buildings or by a person feloniously concealed in the building, but excluding theft or attempted theft from any open-sided structure such as but not limited to verandahs or yards or other open spaces whether they are partially or fully enclosed by the building or not;
- b. following actual or threatened armed hold up, assault or violence or any attempt at these actions; up to the sum insured shown against each item on the certificate of insurance.

The use of keys to gain entry into the buildings at the situation does not constitute visible, forcible and violent entry..

### Additional benefits

This insurance is extended to include:

#### 1. Locks and keys

We will pay for costs of replacing keys or locks and keys for new locks at the situation following the accidental loss of the keys to the locks.

The limit of all payments under this additional benefit is limited to \$1,000 in anyone twelve (12) month period and is addition to the sum insured.

#### 2. Temporary protection and watchmen

We will pay for costs reasonably and necessarily incurred in effecting measures such as temporary repairs and the employment of watchmen or guards to safeguard the Premises following an insured theft or attempted theft.

The limit of all payments under this additional benefit is \$2,000 in anyone twelve (12) month period and is additional to the sum insured.

#### 3. Seasonal or festive increase

Each Sum Insured is increased by twenty-five per cent (25%) for a period of sixty (60) days prior to Christmas and thirty (30) days prior to Easter.

If there is no sum insured for stock on the certificate of insurance, this additional benefit does not apply.

#### **4. Reinstatement of sum insured**

The amount by which any of the Sums Insured are reduced following an insured Theft or Attempted Theft will be automatically reinstated so that those Sums Insured revert to the original amount;

Provided that:

- a. the maximum amount payable by us in anyone period of twelve (12) months will not exceed a figure equal to twice the respective Sums Insured.
- b. the Insured pays or agrees to pay the additional premium required by us which will only be charged after the original Sum Insured on any item has been paid or is payable following an insured loss.

#### **5. Damage to buildings**

We will pay for the cost of repairs or reinstatement of any part of the buildings damaged or stolen during a burglary or attempted burglary to a limit of \$1,000. This is in addition to the Sum Insured.

#### **Specific condition this section**

##### **Alarm system**

If an alarm system is fitted in the premises, no payment will be made for loss or damage by theft or attempted theft unless -

- a. the alarm system is maintained in good condition and efficient working order; and
- b. the alarm system is put into full and proper operation whenever the premises are closed for business and are not attended by the insured or an employee of the insured.

#### **Exclusions under this section**

We will not pay under this section for:

- a. consequential loss of any kind; or
- b. the dishonest manipulation of any database; or
- c. theft or attempted theft of money that is current coin, bank notes or negotiable instruments such as but not limited to cheques, stamps, vouchers and tickets; or
- d. theft or attempted theft by employees.

## **Section 80 - Public and products liability**

### **Cover A – Public Liability**

Under this part of the cover provided in this section, we will pay all sums which you shall become legally liable to pay for compensation to a third party, including legal and defence costs, in respect of an occurrence during the period of insurance within the geographical limits in connection with your business which results in a claim for:

1. personal injury;
2. property damage;
3. advertising injury

## Limit of liability

Our liability in respect of anyone occurrence shall not exceed the limit of liability stated in the certificate of insurance. All personal injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one occurrence.

## Geographical limits

Cover under this section applies in respect of occurrences anywhere in the world, excluding USA or Canada, other than temporary visits by your employees and/or directors resident in Australia to these countries in the course of their employment.

## Definitions

<b><i>aircraft</i></b>	means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.
<b><i>legal costs</i></b>	means expenses and charges incurred by us or by the Insured with our written consent in the settlement or defence of claims for compensation and all legal costs, expenses and charges recoverable from the Insured by claimants in connection with such claims.
<b><i>occurrence</i></b>	means an event including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended from the standpoint of the Insured.
<b><i>personal injury</i></b>	means bodily injury, death, sickness, disease, disability.
<b><i>products</i></b>	means anything including its container (other than a vehicle) manufactured, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed by the Insured.
<b><i>property damage</i></b>	means physical loss of or damage to or destruction of tangible property.
<b><i>vehicle</i></b>	means any type of machine (including attachments) on wheels or on self-laid tracks made or intended to be propelled by other than animal or manual power or monorail.
<b><i>watercraft</i></b>	means anything (exceeding five (5) metres in length) made or intended to float on or travel on or in water.

## Exclusions to Public Liability cover

We will not pay under this section for:

1. **Vehicles, Watercraft and Aircraft**  
Liability for Personal Injury or Property Damage arising out of the use, ownership, maintenance, possession, legal control of any vehicle (other than garden appliances, wheelchairs and tractors) in respect of which registration and/or insurance is required by virtue of any legislation; watercraft other than hand-propelled watercraft; aircraft, aerial device or aircraft landing area.
2. **Employers Liability**
  - a. Liability for Personal Injury to any person or Property Damage to the property of any person arising out of or in the course of the employment of such person by the Insured;
  - b. Liability imposed by the provisions of any Workers' or Workmen's Compensation

- legislation or any industrial award or agreement or determination;
- c. Liability imposed by any industrial award, agreement or arbitration on any person in the service of the Insured.
3. **Faulty Workmanship**  
Liability for rectifying faulty workmanship (but not the consequence of faulty workmanship) and any liability resulting from a liability resulting from a delay in or lack of performance of any contract or agreement.
  4. **Pollution**  
Liability for Personal Injury or Property Damage or loss of use of property caused by contamination or pollution by discharge, dispersal, release or escape into or upon land, atmosphere or water of any harmful substance, except for a sudden or unintended and reasonably unexpected happening.
  5. **Asbestos**  
Liability in respect of Personal Injury and/or property damage (including loss of use) caused by or arising directly or indirectly out of or in connection with -
    - a. the mining, handling, processing, sale transportation, distribution and/or storage or use of asbestos, asbestos products or asbestos contained in any product;
    - b. the manufacture of asbestos products or the processing of raw materials containing asbestos;
    - c. the installation, removal or treatment of asbestos materials.
  6. **Contractual Liability**  
Liability for Personal Injury or Property Damage accepted by such agreement unless such liabilities would still have arisen if the agreement had not been entered into.
  7. **Your Property**  
Claims to your property or property in your physical or legal control.
  8. **Professional Liability**  
Liability for Personal Injury or Property Damage caused by any breach of professional duty or any error or omission related to such breach by the Insured or as a consequence of the Insured acting as a Consultant or Professional Advisor providing services, designs, plans, specifications or formulae.  
  
Liability for Personal Injury arising out of the treatment of a medical condition, excepting first aid.
  9. **Fines**  
Fines, penalties, punitive or exemplary damages.
  10. **Products Supplied**  
Liability for Personal Injury or Property Damage caused by the nature, condition or quality of Products sold or supplied by the Insured other than Products sold or supplied at or from a canteen provided by the Insured primarily for the use of employees of the Insured.
  11. **Boilers and Pressure Vessels**  
Claims arising directly or indirectly from explosion or collapse of boilers or other vessels under pressure requiring a certificate under the terms of any statute or regulation.
  12. **Libel and Slander**  
Liability out of the publication or utterance of libel or slander or defamation of character.
  13. **Child Molestation**  
Liability for Personal Injury arising out of or as a result of the molesting or interfering with

minors by:

- a. you;
- b. any employee of yours;
- c. any person performing any voluntary service for you or on your behalf.

#### 14. [Actions Brought outside Australian Law Courts](#)

Any action for compensation brought against you in any court other than an Australian Court of Law.

### **Additional benefit**

#### **Tenants' liability**

This section is extended to include:

- a. indemnity to the lessor or landlord assumed by you under the provisions of a lease or agreement for tenancy of premises occupied in connection with the business as a result of Personal Injury or Property Damage occurring at the tenanted premises during the period of insurance in connection with the business;
- b. your legal liability for loss or damage by fire, explosion, water, impact by vehicles to premises (including landlord's fixtures, fittings and furnishings) occupied by you and not being the your own but in your physical and legal control.

### **Optional benefit**

#### **Property in care custody and control**

If a sum insured for 'property in care custody and control' is shown on the Certificate of Insurance, we will indemnify the Insured up to the limit stated for damage to property on hire, on loan, rented or leased, other than the Insured's own, which is in the physical and legal control of the Insured.

### **Cover B – Products liability**

We will pay all sums for which you become legally liable to pay for compensation in respect of any occurrence caused by any of the Products sold or supplied by you within the Commonwealth of Australia in connection with the business.

#### **Definitions – this cover**

<b><i>occurrence</i></b>	means an event including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended from the standpoint of the Insured.
<b><i>products</i></b>	means anything including its container (other than a vehicle) manufactured, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed by the Insured.
<b><i>products liability</i></b>	means Personal Injury or Property Damage caused by any defect or the harmful nature of any of the Insured's Product or reliance made upon representation or warranty BUT ONLY if the Personal Injury or Property Damage occurs after physical possession of such Products have been relinquished to others.

#### **Limit of liability**

Our liability in respect of anyone Occurrence and any one year of insurance shall not exceed the Limit of Liability stated in the Certificate of Insurance. All Personal Injury and Property Damage

arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one Occurrence.

### Exclusions to Products Liability cover

This insurance does NOT apply to:

1. **Defective Design**  
Liability for Personal Injury or Property Damage caused by any defective design or error in formula or in specification of any Product sold or supplied which is manufactured, constructed, erected, installed, repaired, serviced, treated or distributed by the Insured.
2. **Product Recall**  
Liability for -
  - a. the cost of repairing or replacing any of the Insured's Products or for making any refund on the price paid for any such products;
  - b. compensation for the withdrawal, inspection, repair, replacement, or loss of use of any products or of any property of which such Products form a part, if they are withdrawn from the market or from use because of any known or suspected defect or deficiency.
3. **Product Defect**  
Liability for Personal Injury or Property Damage for any defect or deficiency in any Product the Insured or their agent has knowledge or reason to suspect at the time when the said Product left the Insured's or agent's physical or legal control.
4. **Loss of Use**  
Loss of use of tangible property resulting from -
  - a. a delay in or lack of performance by or on behalf of the Insured of any contract or agreement where there has been no damage to the tangible property, or
  - b. the failure of the Insured's Products or work performed by the Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Insured, where there has been no damage to the tangible property;
  - c. damage to or destruction of the Insured's Products or work performed by the Insured after such Products or work have been put to use by any person or organisation other than the Insured, where there has been no damage to the tangible property, and which does not result in physical damage or destruction of any tangible property.
5. **Advice**  
Claims arising out of any defect or deficiency in the direction or advice intended to be given by the Insured concerning the use or storage of any of the Products.
6. **Actions Brought outside Australian Law Courts**  
Any action for compensation brought against you in any court other than an Australian Court of Law.

## Claims procedures

### Your responsibility when making a claim

Following any loss, damage or liability which may give rise to a claim or likely to give rise to a claim under this policy, it is your responsibility to advise Ansvr Insurance by telephone or in person as soon as is reasonably possible but no later than 30 days after the occurrence and promptly provide

any information we request. You must also report any incident of theft, attempted theft, malicious acts, or accidental loss to the police.

A claim form may be sent to you to provide the information we require. Please complete and return this form promptly. Alternatively, we may appoint a loss adjustor or investigator to make enquiries on our behalf and you should cooperate fully with any such appointee.

You must forward to us every letter of demand, writ, summons or process immediately upon receipt or service thereof and must immediately inform us in writing of any prosecution, inquest or fatal accident inquiry of which you are given notice.

You are required, at your expense:

1. to take all reasonable steps to minimise any personal injury or damage and to prevent further claims arising out of the same or similar conditions;
2. to use your best endeavours to preserve any products, appliances, plant, documents or things which might prove necessary or useful by way of evidence in connection with any claim; and
3. so far as may be reasonably practicable, with due regard to safety, permit no alteration or repair to any building, fencing, machinery, furnishings, fittings, appliances or plant without our consent.

### **Settlement of claims**

You must not make any admission of liability, offer, promise of payment, take any action that may be considered to be an admission of liability, settle or repudiate a claim without our prior written consent.

We may take legal action in your name against any person, other than any person insured under this policy, to recover any payment which we have made to you or on your behalf under this policy whether or not we have fully indemnified you against the damage which gave rise to your claim. We will have the discretion in the conduct and settlement of any claim brought in your name. You must give us all information and assistance that we may require in conducting or settling any such claim

We shall be entitled to attend any inquest or fatal accident inquiry in respect of which there may arise any liability under this policy.

If you refuse to consent to any settlement recommended by us and elect to contest or continue any legal proceedings in connection therewith, our liability for the claim shall not exceed the amount for which the claim could have been so settled, less the applicable excess, plus costs and expenses incurred with our prior consent up to the date of such refusal.

If we pay a claim under your policy we may take possession of damaged property and deal with it in a reasonable manner. If we do not take possession of damaged property you may not abandon it to us.

### **Fraudulent claims**

As a protection for all insurance policy holders, we will take legal action against any person who makes a fraudulent claim. If a fraudulent claim is made we will not pay it and we will take action to recover any moneys already disbursed in respect of the claim. We will also cancel the insurance policy.

**Ansvar Insurance**

1300 650 540

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