

# hutch

**UNDERWRITING**

**TRADE PACK  
INSURANCE POLICY  
Product Disclosure  
Statement**

Ref: HTP1

Date: 08 05 25



**The  
clear  
way to  
better  
cover.**

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## SUMMARY OF LIMITS

This **Policy** document includes seven (7) types of cover that **We** offer: **Section 1:** Public & Products Liability; **Section 2:** General Property; **Section 3:** Tax Audit; **Section 4:** Cyber; **Section 5:** Individual Personal Accident & Illness, **Section 6:** Mobile Plant and **Section 7:** Registered Mobile Plant Liability. Additional optional covers are available to tailor the **Policy** to **Your** needs.

Subject to receiving the payment of the premium, **We** will provide the cover **You** have selected, subject to the exclusions, conditions and limitations stated in the **Policy**. The following is a summary of the types of cover available and does not form part of the terms of your insurance. **You** should refer to the **Schedule** and the relevant **Sections** of the **Policy** that **You** have selected for the full exclusions, conditions and limitations that apply to **Your** insurance to make sure it meets **Your** expectations. The cover in each **Section** is provided only if specified as applicable in the **Schedule**.

### Table of Available Cover

Section number	Section	Summary of covers <small>(This table is not to be relied on as an accurate description of cover. See relevant <b>Section</b> for details, relevant limits, and specific conditions and exclusions that apply)</small>
Section 1:	Public & Products Liability	This <b>Section</b> covers <b>You</b> for amounts <b>You</b> become legally liable to pay as <b>Compensation</b> in respect of <b>Personal Injury, Property Damage</b> ; or <b>Advertising Injury</b> , resulting from an <b>Occurrence</b> within the <b>Territorial Limits</b> happening during the <b>Policy Period</b> in connection with the <b>Business</b> or <b>Your Products</b> .
Section 2:	General Property	This <b>Section</b> covers <b>You</b> against <b>Damage</b> caused by an <b>Event</b> to <b>Your</b> selection of the following options of cover, or a combination of any 5:  <ol style="list-style-type: none"> <li>1. <b>Tools</b>;</li> <li>2. <b>Stock</b>;</li> <li>3. <b>Office Equipment</b>;</li> <li>4. <b>Leased Premises Fixtures &amp; Fittings</b></li> <li>5. <b>Glass</b></li> </ol> occurring during the <b>Policy Period</b> , within the <b>Territorial Limits</b> for <b>Tools</b> and <b>Stock</b> , or at the <b>Situation</b> for <b>Office Equipment, Leased Premises Fixtures &amp; Fittings</b> and <b>Glass</b> , up to the <b>Sum Insured</b> selected.
	Optional extension - Flood	This optional extension covers <b>You</b> for <b>Damage</b> to <b>Insured Property</b> caused by <b>Flood</b> at the <b>Situation</b> during the <b>Policy Period</b> .
Section 3:	Tax Audit	This <b>Section</b> covers <b>You</b> for <b>Audit Costs</b> that <b>You</b> reasonably incur with <b>Our</b> written consent (which will not be unreasonably withheld) in connection with a <b>Tax Audit</b> of <b>Your Business</b> , notified and reported to <b>Us</b> during the <b>Policy Period</b> up to the <b>Sum Insured</b> selected.
Section 4:	Cyber	This <b>Section</b> covers <b>You</b> for loss of <b>Funds</b> as a direct result of <b>Cyber Crime</b> and <b>Defence Costs</b> incurred as a direct result of a <b>Data Breach</b> , in connection to the <b>Business</b> and first occurs during the <b>Policy Period</b> and up to the <b>Limit of Liability</b> .
Section 5:	Individual Personal Accident & Illness	This <b>Section</b> covers you for either <b>Injury</b> , or <b>Illness</b> and <b>Injury</b> , up to the % of <b>Prime Benefit</b> or <b>Weekly Benefit</b> corresponding with a specific <b>Covered Event</b> (Per Table of Covered Events).
Section 6:	Mobile Plant	This <b>Section</b> covers <b>You</b> against <b>Damage</b> to <b>Items of Insured Mobile Plant</b> and <b>Listed Attachments</b> caused by an <b>Event</b> occurring during the <b>Policy Period</b> within the <b>Territorial Limits</b> up to the <b>Sum Insured</b> and in accordance with the <b>Limit of Liability</b> and <b>Basis of Settlement</b> .
Section 7:	Registered Mobile Plant Liability	This <b>Section</b> will indemnify <b>You</b> for all sums which <b>You</b> become legally liable to pay as <b>Compensation</b> in respect of <b>Personal Injury</b> and <b>Property Damage</b> resulting from an <b>Occurrence</b> within the <b>Territorial Limits</b> happening during the <b>Policy Period</b> in connection with the use in the <b>Business</b> of Registered <b>Insured Mobile Plant</b> specified in the <b>Schedule</b> and insured under <b>Section 6</b> .

# PRODUCT DISCLOSURE STATEMENT

This document is a Product Disclosure Statement and Policy Wording (PDS) for the Hutch Underwriting Trade Pack Insurance Policy. This PDS has been prepared to assist **You** in understanding Trade Pack insurance and making an informed choice about **Your** insurance requirements.

This PDS includes information about **Policy** features, benefits, risks and costs. Please read the document carefully.

This document was prepared by Hutch Underwriting Pty Ltd on 02.05.2025. The **Insurers** have authorised the distribution of this PDS.

## About Hutch Underwriting

Hutch Underwriting Pty Ltd ABN 84 655 256 134, authorised representative number 001 296 345 (Hutch Underwriting) is an authorised representative of CoverRadar Group Pty Ltd ABN 14 641 225 809, AFS Licence number 523647 of L6, 7-15 Macquarie Place, Sydney, NSW 2000.

Hutch Underwriting issues and manages **Your** insurance **Policy** and acts on behalf of the **Insurers**, who are the Australian branch of Sompo Japan Insurance Inc (Sompo) – for **Sections** 1, 3, 4 & 7, and certain underwriters at Lloyd's led by Munich Re Syndicate MRS/457 – for **Sections** 2, & 6 and Certain Underwriters at Lloyd's, led by Arch Managing Agency Limited, Syndicate 2012 – for **Section** 5.

This means that when issuing this **Policy**, Hutch Underwriting will be acting on behalf of the **Insurers**, not for **You**.

Postal Address: L6, 7-15 Macquarie Place  
Sydney, NSW 2000  
Telephone: 1300 256 056  
Email: [help@hutchunderwriting.com.au](mailto:help@hutchunderwriting.com.au)

**Your** insurance broker will arrange this insurance for **You** on **Your** behalf. If **You** have any questions or need any further information concerning **Your** insurance, **You** should contact **Your** insurance broker to assist **You** with **Your** inquiry. **You** should direct all of **Your** correspondence to Hutch Underwriting through **Your** insurance broker.

## About the Insurers

This **Policy** is insured by:

**Sections** 1, 3, 4 & 7: Australian branch of Sompo Japan Insurance Inc (Sompo).

**Sections** 2 & 6: Certain underwriters at Lloyd's, led by Munich Re Syndicate MRS/457.

**Section** 5: Certain Underwriters at Lloyd's, led by Arch Managing Agency Limited, Syndicate 2012.

The definitive numbers and the proportions underwritten by the Lloyd's underwriters, can be supplied on application.

## About Sompo

Australian branch of Sompo Japan Insurance Inc (Sompo) is based in Australia with registered address at C/- Littlewoods Services Pty Ltd, Level 21, 264 George Street, Sydney NSW 2000 with ARBN 000 837 801 (incorporated in Japan) and AFSL 530900.

Sompo Japan Insurance Inc. is a company incorporated in Japan with registered address at 26-1, Nishi-Shinjuku 1-chome, Shinjuku-ku, Tokyo 160-8338, Japan.

## About Lloyd's

Lloyd's is the world's leading insurance and reinsurance marketplace. Through the collective intelligence and risk-sharing expertise of the market's underwriters and brokers, Lloyd's helps to create a braver world.

The Lloyd's market provides the leadership and insight to anticipate and understand risk, and the knowledge to develop relevant, new and innovative forms of insurance for customers globally.

It offers the efficiencies of shared resources and services in a marketplace that covers and shares risks from more than 200 territories, in any industry, at any scale.

Additionally, it promises a trusted, enduring partnership built on the confidence that Lloyd's protects what matters most: helping people, businesses and communities to recover in times of need.

Lloyd's began with a few courageous entrepreneurs in a coffeeshop. Three centuries later, the Lloyd's market continues that proud tradition, sharing risk in order to protect, build resilience and inspire courage everywhere.

Visit [www.lloyds.com](http://www.lloyds.com) for more information.

Definitive numbers and the proportions underwritten by Lloyds, can be supplied on application.

In consideration of the premium specified in the **Schedule**, Sompo and the certain underwriters at Lloyd's are bound, severally and not jointly, each for their own part and not one for another, their executors and administrators, to insure in accordance with the terms and conditions contained in the **Policy** or any endorsement.

## About This Policy - Notice to the Insured

This **Policy** is a legal contract. Please read it carefully to ensure that it is in accordance with **Your** requirements and that **You** understand its terms and conditions. **Your** insurance broker or intermediary who arranged this **Policy** should be contacted as soon as reasonably practicable if any correction is necessary. **Policy** is a legal contract. Please read it carefully to ensure that it is in accordance with **Your** requirements and that **You** understand its terms and conditions. **Your** insurance broker or intermediary who arranged this **Policy** should be contacted as soon as reasonably practicable if any correction is necessary.

When drawing up this insurance, **We** have relied on the information and statements that **You** have provided in the proposal form, declaration or statement of fact. Please read

this **Policy** carefully to ensure that it meets **Your** requirements.

## Duty of Disclosure

The Duty of Disclosure applies to **Sections 1, 2, 3, 4, 6 and 7** of this **Policy**.

Before **You** enter into an insurance contract, **You** have a duty to tell **Us** anything that **You** know, or could reasonably be expected to know, may affect **Our** decision to insure **You** and on what terms. **You** have this duty until **We** agree to insure **You**. **You** have the same duty before **You** renew, extend, vary or reinstate an insurance contract.

**You** do not need to tell **Us** anything that:

- i) reduces the risk **We** insure **You** for; or
- ii) is common knowledge; or
- iii) **We** know or should know as an insurer; or
- iv) **We** waive **Your** duty to tell **Us** about.

If **You** do not tell **Us** something **You** are required to, **We** may cancel **Your** contract or reduce the amount **We** will pay **You** if **You** make a claim to the extent of any prejudice suffered by **Us** arising from **Your** failure to comply with this condition, or both.

If **Your** failure to tell **Us** is fraudulent, **We** may refuse to pay a claim and treat the contract as if it never existed.

## Duty Not to Misrepresent

The Duty Not to Misrepresent applies to **Section 5 - Individual Personal Accident and Illness**, of this PDS.

Under all other **Sections**, **You** must comply with the Duty of Disclosure detailed above.

Pursuant to the Duty Not to Misrepresent, when answering questions in the **Proposal** or making changes to your **Policy** or at renewal, **You** have a duty to take reasonable care not to make a misrepresentation to **Us**.

**You** and any other insured person(s) must answer our questions with relevant and complete information and **You** must not misrepresent any information that **You** give to us. **You** have the same duty in relation to anyone else whom **You** want to be covered by the **Policy**.

If **You** fail to comply with this duty and **We** would not have entered into this **Policy** for the same premium and on the same terms and Conditions expressed in this **Policy**, **We** may be entitled to reduce **Our** liability under the **Policy** in respect of any claim to the extent that **We** have been prejudiced, or **We** may cancel the **Policy**.

If **Your** failure to comply is fraudulent, **We** may refuse to pay **Your** claim and treat this **Policy** as never having been in existence.

## Cooling-Off Period

If this **Policy** does not meet **Your** requirements, **You** can cancel the **Policy** within twenty-one (21) days from the date the **Policy** commenced. **You** can cancel the **Policy** by contacting **Your** insurance broker and ensuring that they, or **You**, send **Us** a written notice to confirm that the **Policy** is to be cancelled as it is not required.

**You** will receive a full refund of the premium (less any taxes or duties payable that **We** are unable to have refunded) provided a claim has not been made under the **Policy**. **You** cannot return the **Policy** where, before the 21 day period

ends, **You** have made, or are entitled to make, a claim. After the 21 day period ends **You** continue to have cancellation rights under the **Policy**. These rights are set out in the General Conditions section of this document.

## Adequate Sums Insured

In the event of a major loss, the **Sums Insured** and **Limits of Liability** **You** select to apply to each **Section** of the **Policy** may not be sufficient to cover such loss. It is **Your** responsibility to ensure the adequacy of the **Sums Insured** and any **Limits of Liability** **You** choose and **You** should review these both during the currency of the **Policy** and prior to renewal each year. Regular property valuations should be sought to ensure that **Sums Insured** and **Limits of Liability** are set at appropriate levels.

Seek professional valuation advice where necessary.

If the **Sums Insured** and **Limits of Liability** under this **Policy** are not adequate, **You** may have to cover the uninsured proportion of any loss.

## About this insurance

This **Policy** is designed to cover the property and liability of tradespeople. **You** can choose to cover **Your Tools; Your Stock, Your Office Equipment; Your Leased Premises Fixtures & Fittings** or **Glass** at **Your Situation** or all of these.

**You** additionally can choose cover for Tax Audits, Individual Personal Accident & Illness and Mobile Plant.

The **Policy** also includes a range of additional benefits and optional covers as well as certain legal liability and cyber cover.

If the **Policy** is purchased, then **We** insure **Your** property on the basis that it is in good condition.

**You** should read this PDS in full and ensure that **You** understand what the **Policy** does and does not cover and **Your** obligations in relation to it.

## Our Agreement with You

Subject to receiving **Your** payment of the premium set out in the **Schedule**, **We** agree to provide the insurance set out in this PDS (including the Policy Wording).

**We** will cover **You** for covered loss or damage under the **Sections** of the **Policy** selected by **You**.

If **You** make a claim, **We** will not pay more than the **Sums Insured** or **Limits of Liability** or **Sub-Limits of Liability** shown in the **Policy Schedule** or **Section** unless **We** have stated that there is an additional limit extension applying to a particular **Section**.

## Calculating your Premium

**We** take a number of factors into account when calculating **Your** premium. The annual premium payable by **You** will be shown in **Your Policy Schedule**. Premiums are subject to applicable Commonwealth and State taxes and charges.

There are a number of significant factors which impact the calculation of **Your** premium. These can include:

- i) The nature of **Your Business**;
- ii) The **Sums Insured** and **Limits of Liability** under each chosen **Section**;

- iii) The location of the subject property;
- iv) The age and type of the subject property;
- v) The **Excess** you have chosen;
- vi) The options **You** have selected in respect of **Your** cover;
- vii) **Your** claims history.

The premium also includes amounts payable in respect of compulsory government charges including Stamp Duty, GST, any Fire Service Levy (where applicable) and any applicable administration fee (as shown in **Your Schedule**).

## How to make a Claim

**You** or any person entitled to claim under this **Policy** must give us written notice of any event which is likely to give rise to a claim, within thirty (30) days of that event, or as soon as is reasonably practicable after identifying an event.

To report a claim, please contact **Your** broker.

**You** can also reach the Claims Team via:

Telephone Number: 1300 256 056  
Email: [claims@hutchunderwriting.com.au](mailto:claims@hutchunderwriting.com.au)  
Web: [hutchunderwriting.com.au/claims](http://hutchunderwriting.com.au/claims)

Please quote the policy number (as shown on the **Schedule**) on all correspondence.

Reporting a claim to **Us** shall be deemed notice to the **Insurers**.

**We** recommend that **You** also advise **Your** insurance broker or intermediary of any incident as soon as reasonably practicable.

## Tax Implications

If **You**:

- i) are registered for GST; and
- ii) would be entitled to an input tax credit if **You** were to incur the cost to which a claim under this **Policy** relates,

**We** will reduce any amount **We** pay under any such claim by an amount equal to **Your** input tax credit entitlement. This tax information is a general statement only. See **Your** tax adviser for information about **Your** specific circumstances.

## Excesses

The **Excess** is the amount **You** must contribute towards the cost of any claim **You** make. If **We** agree to pay **Your** claim, the **Excess** will be deducted from the amount of the claim that is paid to **You**, or **You** may be asked to pay the **Excess** to a supplier, repairer or to **Us**.

The amount of each applicable **Excess**, including any additional or specific **Excess** expressly applicable to each **Policy Section**, is shown on **Your Schedule**.

## General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice (the Code), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. Sompo Japan Insurance Inc. Australia Branch proudly supports the Code. For

further information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to [www.insurancecode.org.au](http://www.insurancecode.org.au)

## Complaints & Dispute Resolution

If **You** have any concerns or wish to make a complaint in relation to this **Policy**, **Our** services or **Your** insurance claim, please speak to **Your** insurance broker first. Alternatively **You** can let **Us** know and **We** will attempt to resolve **Your** concerns in accordance with our internal dispute resolution procedure.

If **You** have concerns or wish to make a complaint, **You** can contact Hutch Underwriting at:

Complaints Officer  
Hutch Underwriting  
Telephone: 1300 256 056  
Email: [complaints@hutchunderwriting.com.au](mailto:complaints@hutchunderwriting.com.au)

**Sections 1, 3, 4 or 7:**

If **You** wish to make a complaint with respect to **Sections 1, 3, 4 or 7**, please write to Sompo at [sompo.complaints@lwds.com.au](mailto:sompo.complaints@lwds.com.au) or post your complaint to:

The Sompo Complaints Officer  
C/- Littlewoods Services  
Level 21, 264 George Street  
Sydney NSW 2000

It will help Sompo to progress your complaint quickly if **You** send the full details of **Your** complaint together with any supporting documents and an explanation of what resolution is expected.

Alternatively, **You** can call the Sompo Complaints Officer on +61 2 9274 3056 between 9am and 5pm AEST, except public holidays.

When **You** first let Sompo know about **Your** complaint or concern, the person trying to resolve **Your** complaint will listen to **You**, consider the facts and attempt to resolve **Your** complaint as soon as possible. If **You** advise that **You** are not satisfied with the outcome, **Your** complaint will be escalated as a dispute through the appropriate Internal Dispute Resolution (IDR) process.

**Sections 2, 5 or 6:**

If **You** wish to make a complaint with respect to **Sections 2, 5 or 6**, please contact Hutch Underwriting in the first instance:

Complaints Officer  
Hutch Underwriting  
Telephone: 1300 256 056  
Email: [help@hutchunderwriting.com.au](mailto:help@hutchunderwriting.com.au)

**We** will acknowledge receipt of **Your** complaint and do our utmost to resolve the complaint to **Your** satisfaction within 10 business days.

If **We** cannot resolve **Your** complaint to **Your** satisfaction, **We** will escalate **Your** matter to Lloyd's Australia who will

determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited  
Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)  
Telephone: (02) 8298 0783  
Post: Level 32, 225 George Street, Sydney NSW 2000

#### All Sections:

With respect to all **Sections**, a final written decision will be provided to **You** within thirty (30) calendar days of the date on which **You** first made the complaint (or earlier if different timeframes apply as per ASIC RG 271), unless certain exceptions apply.

**You** may refer **Your** complaint to the Australian Financial Complaints Authority (AFCA) subject to their rules, if **Your** complaint is not resolved to **Your** satisfaction within thirty (30) calendar days of the date on which **You** first made the complaint, or at any time. **We** are bound by AFCA's determinations. AFCA can be contacted as follows:

Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Post: GPO Box 3 Melbourne VIC 3001  
Website: [www.afca.org.au](http://www.afca.org.au)

**Your** complaint must be referred to AFCA within two (2) years of the final decision, unless AFCA considers special circumstances apply. If **Your** complaint is not eligible for consideration by AFCA, **You** may be referred to the Financial Ombudsman Service (UK) or **You** can seek independent legal advice. **You** can also access any other external dispute resolution or other options that may be available to **You**.

The **Underwriters** accepting this **Policy** agree that:

1. if a dispute arises under this Policy, this Policy 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;
2. with respect to **Sections** 1, 3, 4 & 7, any summons notice or process to be served upon Sompco may be served upon:

Australian branch of Sompco Japan Insurance Inc, care of Littlewoods Services Pty Ltd, who has authority to accept service on Sompco's behalf. Contact details as follows:

Mail:

The Sompco Complaints Officer,  
C/- Littlewoods Services  
Level 21, 264 George Street  
Sydney NSW 2000

3. with respect to **Sections** 2, 5 & 6, any summons notice or process to be served upon Lloyd's Australia may be served upon:

Lloyd's Underwriters' General Representative in Australia

Level 32  
225 George Street  
Sydney NSW 2000

who has authority to accept service on behalf of the certain Lloyd's underwriters providing cover;

4. if a suit is instituted against any of the **Underwriters**, all **Underwriters** participating in this **Policy** will abide by the final decision of such Court or any competent Appellate Court.

## Privacy Statement

**We** will collect personal information when **You** deal with us, **Our** agents, other companies in **Our** group, Sompco, certain underwriters at Lloyd's, or service providers or suppliers acting on **Our** behalf. **We** may in turn pass your personal information including information about **Your** claim onto other parties and service providers.

**We** use **Your** personal information so **We** can do business with **You**, which includes issuing and administering **Our** products and services and processing claims.

Sometimes **We** might send **Your** personal information overseas. The locations **We** send it to can vary but include Singapore, the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

**Our** privacy policy describes in detail where and from whom **We** collect personal information, as well as where **We** store it and the full list of ways **We** could use it. To get a free copy of it please visit [hutchunderwriting.com.au/privacy](http://hutchunderwriting.com.au/privacy)

It's up to **You** to decide whether to give us **Your** personal information, but without it **We** might not be able to do business with **You**, including not paying **Your** claim.

Simply contact the Hutch's Privacy Officer on the details below if **You** would like to:

- i) Access the personal information Hutch holds about **You**;
- ii) Update or correct the information Hutch holds about **You**;
- iii) Discuss **Your** privacy concerns; or
- iv) Be removed from the mailing list to receive information about Hutch products and services

The Privacy Officer  
Hutch Underwriting  
Level 6, 7-15 Macquarie Place, Sydney, NSW, 2000  
Telephone: 1300 256 056  
Email: [help@hutchunderwriting.com.au](mailto:help@hutchunderwriting.com.au)

**Our** Privacy Policy can be found online at [hutchunderwriting.com.au/privacy](http://hutchunderwriting.com.au/privacy)

## Terrorism Insurance Act 2003

The Commonwealth Government established the Australian Reinsurance Pool Corporation (ARPC) under the *Terrorism Insurance Act 2003 (Cth)* to offer reinsurance for terrorism risk in Australia.

The *Terrorism Insurance Act 2003 (Cth)* renders terrorism exclusion clauses in eligible insurance contracts ineffective in relation to loss or liabilities arising from a declared terrorist incident affecting eligible property located in Australia.

The requirements of the Act are compulsory and under the present terms of the scheme insurers are required to submit to the ARPC a percentage of the premium **You** pay. If the loss is a result of a declared terrorist incident the ARPC will be responsible for paying **Your** claim in accordance with the **Policy** terms and conditions.

If **You** require further information on the scheme please contact Hutch Underwriting, **Your** insurance adviser or the ARPC.

## Confirmation of Transactions

If **You** need to clarify any of the information contained in this PDS, wish to confirm a transaction or **You** have any other queries regarding **Your Policy**, **Your** first point of contact is **Your** intermediary. However, if **You** would also like to contact **Us** directly, please use the contact details above.

## Changes of Terms and Conditions

From time to time and where permitted by law, **We** may change parts of the PDS.

**We** will issue **You** with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases, such as any updates which are not materially adverse to **You** (from the viewpoint of a reasonable person deciding whether to buy this insurance); for example, when changes are made to formatting, language or punctuation to improve clarity.

All updates to the PDS, may be found on [hutchunderwriting.com.au/trade-pack](https://hutchunderwriting.com.au/trade-pack)

**You** can obtain a paper copy of any updated information without charge by contacting us at:

Hutch Underwriting  
Level 6, 5-17 Macquarie Place, Sydney, NSW, 2000  
Telephone: 1300 256 056  
Email: [help@hutchunderwriting.com.au](mailto:help@hutchunderwriting.com.au)



# POLICY WORDING

## Policy Operation

### Our Agreement

Your **Policy** is an agreement between **You** and **Us**, made up of the **Schedule**, the PDS and Policy Wording, and any endorsements or notices **We** give **You** in writing. Cover is provided during the **Policy Period**, subject to the terms and conditions of this agreement, once **We** have received the premium paid by **You**.

It also includes information supplied to **Us** in the **Proposal** or submissions made by **You** or **Your** insurance broker, whether verbal or in writing.

The Policy Wording includes:

- i) general definitions, which apply across the **Policy** (including all **Sections**), as well as specific definitions applying only to that **Section**.
- ii) general conditions, which set out **Your** responsibilities under this **Policy** (including all **Sections**), and specific conditions applying only to that **Section**.
- iii) general exclusions and claims conditions, which apply to any claim made under any of the **Sections** of this **Policy**, as well as specific exclusions, limits of liability and basis of settlement applying only to claims made under that **Section**.
- iv) endorsements which are additional clauses that attach to and form part of the **Policy Schedule**. An endorsement varies the terms and conditions of the **Policy**.

### Uniform Meaning

This **Policy**, including the **Schedule**, PDS, Policy Wording and any endorsements, shall be read together as one contract and any word or expression to which a specific meaning has been given in any part of this **Policy**, the **Schedule**, PDS, Policy Wording and any endorsements, shall bear such meaning wherever it may appear unless such meaning is clearly inapplicable in the context that the word or expression appears.

### Insuring Clause

Subject to payment of the required premium, **We** will insure **You** during the **Policy Period** in the manner and to the extent specified in the **Policy**. This cover will be subject to:

1. conditions and exclusions which apply to specific covers or **Sections**;
2. general exclusions, which apply to any claim **You** make under this **Policy**;
3. general conditions, which set out **Your** responsibilities under this **Policy**;
4. claims conditions, which set out **Our** rights and **Your** responsibilities when **You** make a claim; and
5. other terms, which set out how this **Policy** operates.

**We** shall not be liable under this **Policy** for more than the **Sums Insured** or **Limit of Liability** applying to the applicable cover or **Section** unless otherwise expressly provided in this **Policy**. **Our** liability shall be reduced by any applicable **Excess** noted in the **Schedule** or Policy Wording. **Our** liability shall be limited to **Our** proportion noted in the **Schedule**.

### Premium Payment

**You** must pay the premium to **Us** in full within sixty (60) days of inception of this **Policy**. If the premium due under this **Policy** has not been paid to **Us** by the 60th day from the inception of this **Policy**, **We** shall have the right to cancel this **Policy** by notifying the **Named Insured** via their insurance broker in writing.

It is agreed that **We** shall give not less than fourteen (14) days prior notice of cancellation to the **Named Insured** via their insurance broker. If the premium due is paid in full to **Us** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the **Policy** shall automatically terminate at the end of the notice period.

### Goods and Services Tax (GST)

This **Policy** covers **You** for GST liability on settlement of claims, arising under Section 78-30 of A New Tax System (Goods and Services Tax) Act 1999.

Any payment **We** make to **You** in this respect is in addition to the **Policy**.

**We** will pay these claims after **You** have provided **Us** with the appropriate approved notification to the Commissioner of taxation as required under Section 23 of the A New Tax System (Goods and Services Tax Transition) Act 1999.

Where the GST inclusive claim settlement amount exceeds the **Policy Sum Insured**, **We** may pay **You** an amount up to 10% above the maximum amount payable under the **Policy**, to take account of the **Insured's** GST liability on the claim settlement, subject to any payment made in respect of **Your** Section 78-30 liability.

Claims for **Damage** will be paid under the basis of GST inclusive cost of repair or replacement unless **You** are entitled to an input tax credit on the repair or replacement, in which case **We** will deduct the amount of that input tax credit from the claim.

### Third Party Rights

It is not the intention of this **Policy** that any party except **Us** and those named or defined as **Insureds** herein or other parties specifically indemnified by this **Policy** should acquire any rights under or in relation to it nor be entitled to the benefit of any of its terms.

### General Definitions

**We** use words and expressions in this **Policy** which have specific meanings. Where they appear throughout the **Policy** they start with a capital letter, appear in bold font and have the meaning set out below.

Where words or expressions have specific meanings that are only applicable to one **Section** of the **Policy** they are described in that **Section**.

#### Act of Terrorism means

an act including but not limited to the use of force or violence and/or threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Advertising Injury** means any:

1. breach of the misleading or deceptive conduct provisions of any Australia competition and consumer legislation, or any fair trading or similar legislation of any Country, State or Territory;
2. infringement of copyright or of passing off of a title or slogan;
3. unfair competition, piracy or idea misappropriation contrary to an implied contract; or
4. invasion of privacy;
5. libel, slander or defamation

committed or alleged to have been committed during the **Policy Period** in any advertisement, publicity article, broadcast or telecast, arising out of any advertising activities conducted by **You** or on **Your** behalf, in connection with **Your Business** or in the course of advertising **Your Products**.

**Aircraft** means

any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space including drones or any remote control model aircraft.

**Basis of Settlement** means

the method by which a claim is settled as stated in the appropriate **Section**.

**Business** means

the **Named Insured's** trade or occupation which is described in the **Schedule**.

However this definition for "**Business**" shall not apply to **Section 1** (Public & Products Liability) which has a **Section** specific definition.

**Business Premises** means

the buildings, outbuildings, yards and land used by **You** for the **Business** at the **Situation(s)** specified in the **Schedule**.

**Claim** means

a written demand, notice, or other written communication made by a **Claimant** asserting a liability or responsibility on the **Insured** for **Compensation**.

**Claimant** means

any third party making a **Claim** against **You**.

**Compensation** means

any amount paid or payable at law in respect of a **Claim** for an **Occurrence** to which this **Policy** applies.

**Computer Equipment** means

computer hardware, operating system, computer network and other equipment containing or comprising any computer technology.

**Computer System** means

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

**Computer Virus** means

a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever

nature. **Computer Virus** includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

**Consequential Loss** means

any loss not directly related to **Your** claim, such as but not limited to: delay; interruption in **Your Business**; loss of contract; lack of performance; loss of use of any property; depreciation in value; loss or earning capacity; or an increase in costs and expenses unless specifically covered.

**Cyber Act** means

an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

**Cyber Incident** means

any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or

any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

**Cyber Loss** means

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

**Damage or Damaged** means

sudden and unforeseen direct physical loss (including **Theft**), physical destruction, or physical damage.

**Data** means

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

**Data Processing Media** means

any **Insured Property** on which **Data** can be stored but not the **Data** itself.

**Electronic Data** means

any facts, concepts, and information converted to a form usable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

**Employee** means

any person engaged by **You** under a contract of service or apprenticeship. This includes both statutory and common law employees.

**Employment Practices** means

any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination directly or indirectly related to employment or prospective employment of any person or persons as an **Employee** or prospective employee by the **Insured** or someone on the **Insured's** behalf.

**Event** means

a happening or an incident not intended or expected to happen which occurs during a particular interval of time

and causes or results in **Damage** or series of **Damage** happening from that one unintended or unexpected event.

**Excess / Excesses** means

the amount that **You** are required to contribute towards each and every **Event** or **Occurrence** that causes loss or damage insured by this **Policy**. The **Excesses** are specified in the **Schedule**, or elsewhere in the **Policy**, for each **Section**.

**Family** means

any member of **Your** family who lives permanently with **You**, including **Your** partner and dependants.

**Flood** means

the covering of normally dry land by water that has escaped or been released from the normal confines of:

1. any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or
2. any reservoir, canal or dam.

**Hired-In Plant** means

plant, tools or equipment hired in by **Your Business**, and for which the **You** are legally responsible.

**Insured Property** means

all property selected and shown on the **Schedule** as insured under **Section 2** (General Property) of this **Policy** including (if selected):

1. **Tools**
2. **Stock**
3. **Office Equipment**
4. **Leased Premises Fixtures & Fittings**, and
5. **Glass**

**Insurer** means

in respect of **Sections 1, 3, 4 & 7**: Sompo Japan Insurance Inc. Australia Branch;

In respect of **Sections 2, & 6**: Certain underwriters at Lloyd's, led by Munich Re Syndicate MRS/457; and

In respect of **Section 5** Certain Underwriters at Lloyd's, led by Arch Managing Agency Limited, Syndicate 2012.

**Item or Items** means

an item or items of **Tools**, **Office Equipment** or **Mobile Plant** specified in the **Schedule**.

**Item(s)** may include or be part of a group or class of the **Item(s)** described.

**Leased Premises Fixtures & Fittings** means

items permanently attached to or fixed to premises located at the **Situation**, which premises:

1. **You** use for purposes of the **Business**;
2. **You** lease under a written lease agreement, and;
3. for which **You** are liable for such items under that written lease agreement.

**Limit of Liability** means

the applicable limit of **Our** total liability specified in the **Schedule** as it pertains to a **Section** or cover under this **Policy**.

**Market Value** means

the cost of replacing lost or damaged property with property of similar age, condition and capacity, including any necessary installation and commissioning costs.

**Mobile Plant** means

any plant or equipment that has some form of self-

propulsion, is not designed primarily for the transportation of people or goods on public roads and which is ordinarily under the direct controls of an operator, such as earthmoving machinery (rollers, graders, scrapers, bobcats), excavators, cranes and hoists, which belong to **You**, or for which **You** are liable under contract.

**Money** means

current and valid coins, bank notes, cheques, other negotiable instruments, currency notes, postal orders, money orders and unused postage and revenue stamps.

**Money** does not include cryptocurrencies, goods or intangible property.

**Named Cyclone** means

any tropical cyclone named by the Australian Bureau of Meteorology, Tropical Cyclone Warning Centre including any associated rain depression.

**Named Insured** means

the person(s) or entity(ies) specified in the **Schedule** as the insured.

**Occurrence** means

an event, including continuous or repeated exposure to substantially the same general conditions, which gives rise to a liability covered under the **Policy** neither expected nor intended by **You**.

All events attributable to one original source or cause will be considered as one **Occurrence**.

**Office Equipment** means

contents such as furniture, stationery, computers and communications equipment (excluding mobile phones).

**Open Air** means:

1. in the open air;
2. not enclosed by walls or roof;
3. under an open sided structure or carport; or
4. on a patio or veranda.

**Personal Effects** means

any personal tools and effects that are the property of **Your Employees** other than **Vehicles**, precious metals, precious stones or articles made therefrom, or **Money**.

**Personal Injury** means

1. bodily injury, death, illness, shock, fright, mental anguish, or mental injury. In the event of any claims for **Personal Injury** arising from latent injury, latent disease or latent sickness, such injury, disease or sickness in respect of each claim shall be deemed to have first happened on the day such injury, disease or sickness was first medically diagnosed and to be covered under this **Policy** that diagnosis must first occur during the **Policy Period**;
2. wrongful arrest, false detention, false imprisonment or malicious prosecution;
3. wrongful entry or wrongful eviction or other invasion of privacy;
4. defamation, libel and slander;
5. assault and battery not committed by **You** or at **Your** direction unless reasonably committed for the purpose of preventing or eliminating danger to people or property.

**Policy** means

the contract of insurance between **You** and **Us** which comprises this PDS (which includes the Policy Wording), the **Proposal**, the **Schedule**, and any endorsement or

notice issued to **You** which amends or varies the **Policy** coverage.

**Policy Period** means the period shown in the **Schedule** during which the insurance cover provided by this **Policy** is in place.

**Pollutant(s)** means any solid, liquid, gaseous, biological or thermal irritant or contaminant, including but not limited to smoke, dust, vapour, soot, fumes, acids, alkalis, chemicals, organisms and waste. Waste includes material to be recycled, reconditioned or reclaimed.

**Pollution** means the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of any **Pollutant**.

**Principal** means any person or entity with whom **You** have entered into a written contract or agreement to do any work or provide any services in connection with the **Business**

**Proposal** means the application completed by **You** or another person on **Your** behalf (together with all accompanying information) relied upon by **Us** to enter into this **Policy**.

**Products** means any good(s), product(s) or property that **You** have manufactured, extracted, produced, processed, constructed, assembled, erected, installed, repaired, serviced, treated, sold, supplied or distributed, including labels, packaging and containers, in the course of the **Business**.

However, none of these things is deemed to be a **Product** until after it has left **Your** physical custody and legal control.

**Property Damage** means

1. physical damage to, physical loss of, or physical destruction of tangible property including any resulting loss of use of that property; or
2. loss of use of tangible property which has not been physically damaged, lost or destroyed.

**Property in Your Care, Custody or Control** means the whole of any property not owned by **You** which its third-party owner has entrusted to **You** to have physical control over and/or safe-keep and/or be responsible for whilst it is so entrusted to **You**.

**Records** means written, printed, filmed or taped records (including computer records), deeds, plans or drawings or documents of any other type which are:

1. used in the **Business**;
2. in a building at the **Business Premises** at the **Situation**; and
3. are owned by **You** or are in **Your** custody in the ordinary course of the **Business**.

**Schedule** means the schedule issued with this **Policy**, attaching to and forming part of this **Policy** which includes **Your** specific details and details of the covers selected; the **Items** insured; the applicable **Sum Insured**, **Limit of Liability** and **Sub-Limits of Indemnity**; the **Policy Period**, the **Territorial Limits**; any **Excess(es)**; and the premium.

**Sea** means

any ocean, sea, bays, harbour or tidal water.

**Section** means the sections of different cover available under this **Policy** as described in this document.

**Situation** means the location(s) specified in the **Schedule** where:

1. **Office Equipment, Leased Premises Fixtures & Fittings, Glass** are situated;
2. **Tools, Stock and Mobile Plant** are usually stored when not in use; and
3. from where **You** conduct the **Business**.

**Storm** means a violent weather condition including but not limited to, windstorm, **Named Cyclone**, cyclone, tornado, thunderstorm, hailstorm, or snowstorm.

**Storm Surge** means an increase in the sea level resulting from winds or low atmospheric pressure caused by a **Storm**.

**Subsidence** means earth movement, landslide, mudslide, erosion, coastal erosion, settlement of newly made up ground, or settlement caused by the bedding down of new structures.

**Sub-Limit of Indemnity** means the applicable limit of **Our** liability specified in the **Schedule** or the **Policy** relating to an Extension under this **Policy**.

**Sum Insured** means the amount which **We** have agreed to provide cover for under this **Policy** as described in the **Schedule**, including the value insured for each of the **Items of Insured Property** or **Mobile Plant** as specified in the **Schedule**.

**Territorial Limits** means Australia and its territories unless otherwise specifically defined in any **Section** of the **Policy** and stated to be applicable to that **Section**.

**Theft** means

1. theft resulting from forcible and violent entry evidenced by visible damage to the securely locked portion of any building or the securely locked portion of any **Vehicle**, or a locked container secured to the **Vehicle** containing the **Tools**;
2. theft by armed hold-up to **You**, **Your Employee** or **Your** customers; or
3. theft following assault or violence or threat of immediate assault or violence to **You**, **Your Employee** or **Your** customers.

**Tools** means portable implements or appliances belonging to **You** or for which **You** are liable under a contract used in the **Business** at **Work Sites** for the purpose of the **Business**, or located at the **Situation** specified in the **Schedule**.

**Tools** does not include:

1. any **Mobile Plant** insured under **Section 6** (Mobile Plant) or **Section 7** (Registered Mobile Plant Liability);
2. any **Mobile Plant**, or other property that could be insured under **Section 6** (Mobile Plant) if **You** had selected that cover;
3. any **Vehicles**.

**Underwriters** means the **Insurers**.

**Unspecified Item** means item(s) of **Tools** which are not specifically described in the **Schedule** but are part of a class or group of items described in the **Schedule**.

**Vehicle** means any type of machine on wheels or self-laid tracks or on skis made or intended to be propelled other than by manual or animal power and any trailer made or intended to be drawn by, or attached to, any such machine.

**Water Damage** means any **Damage** caused by water including water ingress or escape of liquids.

**Watercraft** means any vessel, hovercraft, craft or thing made or intended to float on or in or travel on or through or under water.

**We, Our, Us and Insurers** means

1. the **Insurers**, being:
  - a. for **Sections** 1, 3, 4 and 7 – Australian branch of Sompo Japan Insurance Inc; and
  - b. for **Sections** 2 & 6 – Certain underwriters at Lloyd's, led by Munich Re Syndicate MRS/457; and
  - c. for **Section** 5 - Certain Underwriters at Lloyd's, led by Arch Managing Agency Limited, Syndicate 2012.
2. Hutch Underwriting Pty Ltd, acting as the underwriting agent for the **Insurers**.

**Work Site** means any location where the **Business** carries out contracted work from time to time within Australia.

**Workers** means

1. any person provided to **You** on a temporary or permanent basis under a contract with a provider of contract labour hire personnel and such person remains an employee of that provider;
2. any person (including a person who may be a director, executive officer or an employee of a contractor), contracted to perform work for **You** or under **Your** direct supervision or control in the performance of such work but does not include any person where the nature of the contracted work is the trade or service of such contractor and not that of **Your Business**;
3. any person (including a person who may be a director, executive officer or an employee of a subcontractor or any of their contractors or subcontractors) subcontracted to perform work on the same **Work Site** as **You**.

**You, Your, Yours or the Insured** means

1. other than for **Section** 5 (Individual Personal Accident & Illness);
  - a. the **Named Insured**;
  - b. all subsidiary companies, organisations and entities domiciled in Australia in which the **Named Insured** has a controlling interest, but only to the extent that each of them is engaged in carrying on the **Business** or activities which are related to or substantially similar to the **Business**.

For purposes of this definition, a controlling interest in respect of a company means the beneficial ownership of shares carrying more than 50% of votes capable of being cast.

However the above definition of **Insured** shall not apply to **Section** 1 (Public & Products Liability).

2. for **Section** 5 (Individual Personal Accident & Illness), the **Covered Person** as defined in **Section** 5.

## General Exclusions

These general exclusions apply to all **Sections** of this **Policy**, however, each **Section** may have specific exclusions to the cover offered under that **Section** which should be read in addition to the ones below.

The **Policy** does not cover any claim, loss, damage, destruction, compensation, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of the following:

### 1. Abuse and Molestation

any physical, sexual, or verbal abuse, molestation of, or physical, psychological or financial interference with, any person.

### 2. Aircraft

- a. the ownership, possession or use of any **Aircraft**;
- b. any construction, repairs, maintenance or installation work on any **Aircraft**;
- c. any **Products** incorporated into the structure, machinery, controls or construction of any **Aircraft**; or
- d. any **Damage** to **Tools, Insured Property** or **Mobile Plant** mounted on such **Aircraft**.

### 3. Alcohol and Drugs

an **Employee** or operator who, at the time and place of the **Event** or **Occurrence**:

- a. was under the influence of any drug or intoxicating liquor; or
- b. had a percentage of alcohol or drug in their breath, blood or urine in excess of the percentage permitted by law; or
- c. subsequently refused to provide a sample of breath, blood or urine for testing.

However this exclusion will not apply to **You**, as distinct from the **Employee** or operator, if **You** did not know and could not reasonably have known of the intoxication.

### 4. Asbestos

- a. the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos in whatever form or quantity; or
- b. any obligation, request, demand, order, or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos in whatever form or quantity.

Notwithstanding any other provisions of this **Policy**, **We** will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs a. or b. hereof.

### 5. Cladding

any external insulation and finishing system, wall panelling, cladding or façade material of any kind, that is:

- a. not compliant with or does not conform to any relevant legislation, regulation, standard, instructions, ordinance or **Building Codes**; or
- b. installed, applied, specified or utilised in such a manner that is not compliant with or does not conform to any relevant legislation, regulation, standard, instructions, ordinance or **Building Codes**.

For the purpose of this exclusion, **Building Codes** means:

- a. Australian Standards, as published and amended from time to time, by Standards Australia Limited; or
- b. the National Construction Code, including the Building Code of Australia, or any superseding document, published and amended from time to time, by the Australian Building Codes Board; or
- c. any conditions of use or application approved by a recognised, and relevant, building standards organisation; or
- d. any equivalent organisations to those outlined in a. to c. above, in any other relevant jurisdiction.

## 6. Civil Commotion

civil commotion, riot, strike, lock-out, labour disturbances, or such acts carried out by persons operating on behalf of or in connections with any organisation.

## 7. Computer Equipment

any **Computer Equipment** that fails to perform or function in the manner for which it was designed.

## 8. Confiscation or Lawful Seizure

the lawful seizure, confiscation, detention, nationalisation or requisition of any property by or under the order of any government, public or local authority.

## 9. Corrosion, Deterioration, and Wear and Tear

oxidation, corrosion, wear and tear, gradual deterioration, change of colour, dampness of atmosphere or other variations in temperature or atmospheric conditions, deterioration due to lack of use, evaporation, latent defect, change in texture or finish, or smog or smoke from industrial operations; but this exclusion shall not apply to **Damage** to any other part of the **Insured Property** free from any such condition.

## 10. Cyber Act

any **Cyber Loss**

However this **Exclusion 10** shall not apply to **Section 4** (Cyber).

## 11. Dishonest or Intentional Conduct

any actual or alleged:

- a. dishonest, fraudulent, criminal or malicious act;
- b. wilful acts or neglect, or reckless breach of any statute, contract or duty;
- c. conduct intended to cause loss, damage, destruction, **Damage, Property Damage**, liability, omission, cost or expense or such conduct engaged in with reckless disregard for the consequences,
- d. committed by **You, Your Employees** or any person acting with **Your** knowledge, express or implied consent, or participation whether acting alone or in collusion.

## 12. Electronic Data

the destruction, distortion, erasure, corruption or unplanned alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However, in the event that a peril listed below results from any of the matters described in the paragraph above, this **Policy**, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the **Policy Period** to **Insured Property** directly caused by such listed peril.

For the purposes of this definition listed perils are:

- i) fire
- ii) explosion

Notwithstanding any provision to the contrary within the **Policy** or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this **Policy** suffer physical loss or damage insured by this **Policy**, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **Electronic Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such **Electronic Data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this **Policy** does not insure any amount pertaining to the value of such **Electronic Data** to **You** or any other party, even if such **Electronic Data** cannot be recreated, gathered or assembled.

## 13. Employment Practices

any liability in respect to **Employment Practices**.

## 14. Fines & Penalties

aggravated, punitive or exemplary damages; or any fine; or any liquidated damages or a penalty imposed under the terms of any contract, warranty or agreement.

## 15. Known Faults and Defects

faults and defects in **Insured's Products, Insured Property, Mobile Plant** or **Property in Your Care, Custody or Control**, which are known to **You**, or which **You** ought reasonably to have known about.

## 16. Pathogenic Organisms

any **Pathogenic Organism**.

For the purposes of this exclusion **Pathogenic Organism** shall include but is not limited to the following:

Mould or fungi or its spores, bacteria, yeasts, mildew, algae, mycotoxins or any other metabolic products enzymes or protein secreted by the above whether toxic or otherwise.

It is understood and agreed that **We** shall not be under any duty to defend the **Named Insured** in any proceedings in connection with any **Pathogenic Organism** claims or incidents.

This exclusion shall apply irrespective of when the claim arose or was made and irrespective of when the exposure to any **Pathogenic Organism** occurred.

### 17. Pollution

any **Pollution** including any the cost of preventing, removing, nullifying, or clean-up of any contamination or **Pollution**.

However this **Exclusion 17** shall not apply where cover is afforded within **Exclusion 4.10** (Pollution) under **Section 1** (Public & Products Liability).

### 18. Pests, vermin, and biological contaminants

moths, termites or other insects, vermin or other pests, wet or dry rot.

### 19. Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- e. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto
- f. any chemical, biological, bio-chemical, or electromagnetic weapon.

This exclusion shall be paramount and shall override anything contained in this **Policy** that is inconsistent with this exclusion.

### 20. Silica

**Silica**, **Silica** products, and materials or products containing **Silica** that gives rise to silicosis or any lung disease or ailment arising out of, caused by, or aggravated by inhalation, consumption or absorption of **Silica**.

For the purpose of this exclusion, the term **Silica** means any solid, liquid or gaseous material consisting of or containing silica, or silica fibres, particles or dust.

### 21. Terrorism

any **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.

If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by the **Policy** the burden of proving the contrary shall be upon **You**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### 22. Transit by Air & Sea

any **Insured Property** or **Mobile Plant** while it is in transit by **Sea** or air.

### 23. War and Civil War

war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### 24. Watercraft

the ownership, possession or use by **You** of any **Watercraft**. For the avoidance of doubt, no cover is provided for any **Insured Property** or **Mobile Plant** while it is mounted on any **Watercraft**.

### 25. Water Table Level

a change in the water table level, where damage is attributable solely to the change in the water table level.

In addition, the following General Exclusions apply to this **Policy**:

### 26. Communicable Disease

Notwithstanding any provision to the contrary within this **Policy**, this **Policy** does not cover any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.

For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a **Communicable Disease**.

In this exclusion, a **Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

- c. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property.

## General Conditions

These general conditions apply to all **Sections** of this **Policy**, however each **Section** may have specific conditions to the cover offered under that **Section** which should be read in addition to the ones below.

The general conditions impact the way the **Policy** works and if **You** fail to fulfil **Your** obligations under them, or under any other term of the **Policy**, it may have an adverse effect on the cover provided to **You** or **Your** claim under the **Policy**.

### Applicable Law

Should any dispute arise concerning this **Policy**, the dispute will be determined in accordance with the law of Australia and its States and Territories. In relation to any such dispute, the parties agree to submit to the jurisdiction of the Australian State or Territory where the **Situation** on the **Schedule** is located.

### Assignment

**You** must not assign this **Policy** or any of **Your** rights under this **Policy** without **Our** prior written consent which will not be unreasonably withheld.

### Cancellation

The **Policy** may be cancelled:

1. by **You** at any time by giving notice to **Us** in writing. The cancellation will take effect from the date **We** receive **Your** notice.
2. by **Us** in accordance with the provisions of the *Insurance Contracts Act 1984 (Cth)*, including for non-payment of the premium within the sixty (60) days credit terms. Where the cancellation is for non-payment of the premium, the cancellation will take effect three (3) business days after the time written notification of the non-payment of the premium and cancellation is received by **You** or 14 days from the date the premium was due to be paid, whichever is the later.
3. automatically from the time **Your Business** is wound up or carried on by a liquidator, receiver, administrator or is permanently discontinued.
4. after cancellation of the **Policy**, a refund of any premium already paid for the **Policy Period** will be returned to **You** pro rata for the unused **Policy Period**, unless a claim has been made under this **Policy**.
5. 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.

### Changes affecting Sum Insured

Any changes that may affect any **Sum Insured** after commencement of the **Policy** must be notified by **You** to **Us** in writing as soon as reasonably practicable after such change comes to the notice of **You** or **Your** officer responsible for insurance. Changes that **You** must notify **Us** of include:

1. a cessation of **Your** interest in any **Insured Property** or **Mobile Plant**;
2. any instance where the nature of the use of or other circumstances affecting the **Insured Property** or **Mobile Plant** are changed in such a way to increase any risk insured under this **Policy**; or
3. **You** being placed into bankruptcy, receivership, administration or liquidation.

If **We** accept the change, **You** must pay **Us** any additional premium **We** require.

If **You** fail to notify **Us** of such changes **We** might not be liable for any loss, damage or liability caused or contributed to by any such change or alteration.

### Changes in Policy

No changes in this **Policy** will be valid unless agreed to in writing by **Us**, which agreement will not be unreasonably withheld.

The requirements of any **Section** may not be deemed to be waived unless **We** agree to waive them in writing, which agreement will not be unreasonably withheld.

### Inspection and Audit

**We** or a person acting on **Our** behalf may inspect any **Insured Property** or **Mobile Plant** by giving reasonable written notice to **You**. Neither **Our** right to make inspections nor the making of any inspection nor any report thereon will constitute an undertaking by **Us** on behalf of or for **Your** benefit or warrant that such **Insured Property** or **Mobile Plant** are safe, fit for purpose, free from any defects, or are in compliance with any applicable law, rule or regulation.

**We** may examine and audit **Your** books and records at any time during the **Policy Period** and extensions thereof and within three (3) years after the final termination of this **Policy**, as far as they relate to a claim made under this **Policy**.

### Insurance Contracts Act

Nothing contained in this **Policy** is to be construed to reduce or waive either **Your** or **Our** privileges, rights or remedies available under the *Insurance Contracts Act 1984 (Cth)*.

### Interests of Other Parties

The insurable interest of only those lessors, financiers, trustees, mortgagees and owners specifically noted in the **Schedule** are covered by the **Policy**.

Where the **Policy** covers the interest of more than one party, any act or neglect of an individual party (other than those described in the Dishonest or Intentional Conduct general exclusion) will not prejudice the rights of any remaining party; provided that the remaining party shall, as soon as reasonably practicable upon becoming aware of any act or neglect whereby the risk of damage has increased, give notice in writing to **Us** and in such cases, **We** have the right to charge a reasonable additional premium.

### Reinstatement of Sum Insured

After **We** have admitted liability for a claim under **Section 2** (General Property) or **Section 6** (Mobile Plant), **We** will automatically reinstate the **Sum Insured** and/or extension



or additional benefit limits to their pre-loss amount without any additional premium having to be paid.

This condition does not apply:

1. when **We** pay a total loss;
2. when **We** pay the full **Sum Insured**;

### Interpretation

1. The headings in this **Policy** are included for descriptive purposes only and do not form part of this **Policy** for the purpose of its construction or interpretation.
2. In this **Policy**, words used in the singular can include the plural and vice versa.
3. References in this **Policy** to any statute, legislation, regulation, code or other law or other provision of any of them include:
  - a. any amendment, replacement or equivalent of them; and
  - b. any regulation or other statutory instrument made under them, or made under them as amended, replaced or under their equivalent.
4. The term "includes" in any form is not a word of limitation.
5. a reference to "\$" shall mean Australian Dollars.

### Precautions

**You** shall take and cause to be taken all reasonable care and precautions to:

1. prevent **Damage** to the **Insured Property** and **Mobile Plant**;
2. minimise the cost of any claim under this **Policy**
3. prevent loss, **Damage, Property Damage** or **Personal Injury** in the selection of labour, contractors and consultants;
4. ensure that all applicable statutory requirements and other regulations relating to the **Insured Property** and **Mobile Plant** are observed;
5. ensure the operations and activities of the **Business** are performed so as to minimize the risk of any loss or damage;

**We** shall not pay for any damage, injury, loss or **Your** liability to which **Your** failure to take reasonable care is a contributing factor.

### Several Liability Notice

The obligations of each of the **Insurers** under the **Policy** are several and not joint and are limited solely to the extent of their individual subscriptions. The **Insurers** are not responsible for the subscription of any co-subscribing **Insurer** who for any reason does not satisfy all or part of its obligations.

The liability of an **Insurer** under this contract is several and not joint with other **Insurers** party to this contract. An **Insurer** is liable only for the proportion of liability it has underwritten. An **Insurer** is not jointly liable for the proportion of liability underwritten by any other **Insurer**. Nor is an **Insurer** otherwise responsible for any liability of any other **Insurer** that may underwrite this contract.

The proportion of liability under this contract underwritten by an **Insurer** (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an

**Insurer**. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

### Your Authorised Representative

**You** agree that any person representing **You** when completing the **Proposal** is authorised to give and receive information on **Your** behalf.

### Claims Conditions

If **You** fail to comply with the following claims conditions **We** will reduce **Our** liability to the extent of any prejudice caused by **Your** failure to comply.

#### Action by You

On the happening of any **Occurrence** or **Event** likely to give rise to a claim under any **Section**, **You** must at **Your** own expense:

1. as soon as reasonably practicable, inform **Us** by telephone or in writing using the contact details set out in the PDS, of any damage, injury or receipt of notice of any claim and/or of the institution of any proceedings against **You**;
2. as soon as reasonably practicable inform the police of any malicious damage, **Damage, Property Damage**, or burglary, housebreaking, fraudulent misappropriation, theft or any attempted theft of **Insured Property** or **Mobile Plant** and provide details of the report to **Us**. **We** may need the police report number to process **Your** claim or **Our** recovery action if there is a third party who is liable for **Your** loss;
3. take all reasonable precautions to recover lost or stolen **Insured Property** and **Mobile Plant** and minimise the claim;
4. take all reasonable precautions to reduce the damage and to prevent further damage;
5. when requested by **Us** to do so, complete and lodge a claim form within twenty-one (21) days with all necessary supporting documentation that **We** may reasonably require for the investigation and verification of the claim;
6. not arrange for the repair or replacement of any **Insured Property** or **Mobile Plant** in connection with any claim without **Our** prior written consent which will not be unreasonably withheld;
7. not admit guilt or fault (except in court or to the Police);
8. not admit or deny liability for, or offer to negotiate or agree to settle, any claim brought against **You** without **Our** prior written consent which will not be unreasonably withheld;

9. preserve and not dispose of any **Damaged Insured Property** or **Mobile Plant** without **Our** prior written consent which will not be unreasonably withheld;
10. allow **Us** or **Our** representative access to inspect on reasonable notice and on their reasonable request.
11. assist **Us** in the defence of any claim brought against **You**.

In accordance with the Subrogation claim condition below, **We** reserve the right to negotiate, defend or settle in **Your** name and on **Your** behalf any claim brought against **You** and will have full discretion in the conduct of any proceedings or in the settlement of any claim.

### Approval Required for Repairs

**You** are not authorised to commence the repairs of, or the replacement of, **Insured Property** or **Mobile Plant** without **Our** approval which will not be unreasonably withheld.

### Claim Preparation Costs

**We** will pay costs necessarily and reasonably incurred by **You**, with **Our** written prior consent, in preparation of a valid claim under this **Policy**.

The maximum that **We** will pay in respect of claims preparation costs during any one **Policy Period** is \$20,000.

This benefit is in addition to the **Limit of Liability** or **Sum Insured** applicable to any one **Policy Section**, however is not available under **Section 3 Tax Audit**.

### False or Misleading Information

**We** may deny part or all of **Your** claim if **You** are not truthful and frank in any statement **You** make in connection with a claim or if a claim is fraudulent or false or intentionally exaggerated in any respect.

**We** may also report any suspected fraudulent act to the Police for further investigation.

### Other Insurances

**You** must notify **Us** of any other insurance which will or may, whether in whole or in part, cover any loss insured under **Your Policy**. If at the time of any loss, damage, or liability there is any other insurance (whether effected by **You** or by any other person) which covers the same loss, **Damage** or liability, **You** must provide **Us** with any reasonable assistance **We** require to make a claim for contribution from any other insurer(s).

### Possession of Damaged Property

On the happening of any loss, destruction or **Damage** in respect of which a claim is or may be made under this **Policy**, **We** and every person authorised by **Us** may, without incurring any liability, and without diminishing **Our** right to rely upon any terms or conditions of the **Policy**, enter, take or keep possession of any building or premises where the loss, damage or destruction or damage has happened and may take possession of or require to be delivered to **Us** any of the **Insured Property** or **Mobile Plant** and may keep possession of and deal with such **Insured Property** or **Mobile Plant** for all reasonable purposes and in any reasonable manner.

**You** shall not in any case be entitled to abandon any **Insured Property** or **Mobile Plant** to **Us** whether taken possession of by **Us** or not.

### Preventing Our Right of Recovery

If **You** have agreed with or told someone who caused **You** loss, damage or liability covered by **Your Policy** that **You** won't hold them responsible then, to the extent **We** have been prejudiced by **You** doing so, **We** won't cover **You** for that loss, damage or liability.

### Repairs or Replacement

**We** have the right to nominate the repairer or supplier to be used to repair or replace **Your Damaged Insured Property** or **Mobile Plant**, and where reasonable **We** will seek **Your** cooperation in selecting the repairer or supplier.

### Salvage Value

**We** are entitled to any salvage value on recovered items and **Damaged** items that have been replaced.

### Subrogation

If **We** make a payment under this **Policy**, **Your** rights of contribution, indemnity or recovery are subrogated to **Us**. **You** must not surrender any right to or settle any claim for contribution, indemnity or recovery without **Our** prior written consent. **You** must do all things and execute all documents to enable **Us** to sue in **Your** name for such contribution, indemnity or recovery.

### Sanctions

**We** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, Australia, or New Zealand.

## Special Conditions

### Application of Limits

The **Insurers** maximum liability during the **Policy Period** under any **Section** shall not exceed the applicable **Limit of Indemnity** or **Sum Insured** on the **Schedule** for that **Section**, irrespective of the number of parties claiming indemnity;

The **Insurer's** maximum liability during the **Policy Period** under any Extension shall not exceed the applicable **Sub-Limit of Indemnity** or **Limit of Indemnity** or **Sum Insured** on the **Schedule** for that Extension, irrespective of the number of parties claiming indemnity;

Where an **Occurrence** or **Event** gives rise to indemnity under two or more **Sections** **Our** liability for all claims arising out of that **Occurrence** or **Event** shall not exceed the single greatest applicable **Limit of Indemnity** or **Sum Insured** and the availability of cover under one **Section** shall not in any way extend or increase the indemnity available under any other insuring cover providing an indemnity for the **Occurrence** or **Event**;

**We** shall not be liable for any applicable **Excess** specified in the **Schedule**.

### Special Precautions

**You** shall maintain any **Insured Property** and **Mobile Plant** insured under the **Policy** in an efficient condition, ensure that it is fit for its purpose and shall ensure that any

property requiring inspection or test under any statute or order or regulation shall be so inspected or tested.

**Subrogation Waiver**

Notwithstanding the Subrogation claims condition **We** agree to waive any rights and remedies or relief to which **We** may become entitled by subrogation against **You**.

This Subrogation Waiver extends to include all directors, officers, **Employees** or servants of any of the **Named Insured** entities.

# SECTION 1 – PUBLIC & PRODUCTS LIABILITY

## Introduction

This **Section 1** must be read together with the general definitions, general exclusions, general conditions and all other general terms, conditions and provisions of the **Policy**.

### 1.0 Cover

We will indemnify the **Insured** for all sums which the **Insured** become legally liable to pay as **Compensation** and **Defence Costs and Supplementary Payments**, in respect of:

1. **Personal Injury**;
2. **Property Damage**; or
3. **Advertising Injury**

resulting from an **Occurrence** within the **Territorial Limits** happening during the **Policy Period** in connection with the **Business** or **Your Products**.

#### 1.01 Defence Costs and Supplementary Payments

If a claim is covered under this **Section**, **We** will, in addition to the **Limit of Liability** indemnify the **Insured** for **Defence Costs and Supplementary Payments**:

Provided that any indemnity for **Defence Costs and Supplementary Payments** shall be payable in addition to, and will not erode, any applicable **Limit of Liability** or **Sub-Limit of Indemnity**. Where a payment exceeding the **Limit of Liability** or **Sub-Limit of Indemnity** has been made to dispose of a claim, **Our** liability for **Defence Costs and Supplementary Payments** shall be limited to such proportion of the said **Defence Costs and Supplementary Payments** as the **Limit of Liability** or **Sub-Limit of Indemnity**, bears to the total amount paid to dispose of the claim.

**We** shall be entitled to, having regard to **Your** interests and acting reasonably, to investigate, negotiate and settle any **Claim** with full discretion in the conduct of the **Claim**.

## 2.0 Definitions Applicable to Section 1

For purposes of this **Section 1** of the **Policy**, the following definitions will apply:

**Business** means:

1. the **Business** described in the **Schedule**;
2. the provision and management of canteens, social, sports or welfare services or activities for the benefit of **Your Employees**;
3. first aid, fire and ambulance services;
4. private work undertaken by **Your Employees** for any of **Your** directors, partners director, partner or senior executives, provided they are appropriately qualified to undertake such work;
5. **Your** participation in exhibitions;
6. **Your** hire or loan of plant, equipment or goods to other parties;
7. conducted tours of **Your** premises.

**Defence Costs and Supplementary Payments** means:

1. all reasonable legal costs and expenses incurred by the **Insured** with **Our** written consent, which will not be unreasonably withheld, in the investigation, defence or settlement of any **Claim** which is covered under this **Section 1** of the **Policy**, including any costs and expenses to appeal or defend an appeal in relation to a claim. Even if the allegations of a suit are groundless, false or fraudulent.
2. reasonable legal costs incurred by the **Insured** with **Our** written consent, which will not be unreasonably withheld, for representation at any:
  - a. coronial inquest or enquiry;
  - b. proceedings in any court or other tribunal which relates to liability insured by this **Policy**;
  - c. royal commission, fatal accident inquiry or other formal enquiry by a lawfully constituted authority established to inquire into the circumstances surrounding any event that could result in a claim that would be covered under this **Policy**.
3. reasonable legal costs and expenses incurred by **Us** and all interest accruing after judgment in respect of any **Claim** covered under this **Section 1** of the **Policy** until **We** have paid, tendered or deposited in court such part of the judgment as does not exceed the **Limit of Liability**;
4. reasonable expenses, other than loss of earnings, incurred in connection with the defence of a **Claim** or legal action covered under this **Section 1** of the **Policy** with **Our** consent (which will not be unreasonably withheld).
5. premiums on appeal bonds and security for costs required in any suit and pay premiums on bonds to release attachments in any suit covered under this **Section 1** of the **Policy** for an amount not in excess of the applicable **Limit of Liability**, but **We** shall have no obligation to apply for or furnish any such bonds or security for costs.
6. reasonable expenses incurred by the **Insured** for first aid to others for **Personal Injury** for a **Claim** covered under **Section 1** of this **Policy** and in the course of the **Business**, except any medical expenses which **We** are prohibited by law from paying.
7. reasonable expenses incurred by the **Insured** for providing temporary protection to tangible property of others that has been damaged occurring during the **Policy Period** and in the course of the **Business**.

**Incidental Contract** means:

1. any written contract with any public authority for the supply of water, gas, electricity, waste or sewerage removal or telephone services in connection with the **Business**, but does not include those contracts in connection with any work done for such authorities;
2. any written rental agreement for the lease of real or personal property, provided such rental, lease or hiring agreement does not require the **Insured** to insure such property (other than those insured as **Leased Premises Fixtures & Fittings** under **Section 2** (General Property)), and
3. where the **Insured** are required by contract to release any government, public authority, statutory authority or landlord, but only to the extent required by such contract.

**Insured** means:

the persons or entities described in 1. – 5. below:

1. the **Named Insured**;

2. all subsidiary companies, organisations and entities domiciled in Australia in which the **Named Insured** has a controlling interest, but only to the extent that each of them is engaged in carrying on the **Business** or activities which are related to or substantially similar to the **Business**.  
For the purposes of this paragraph 2., a controlling interest in respect of a company means the beneficial ownership of shares carrying more than 50% of votes capable of being cast;
3. **Your** director, officer, employee, partner or shareholder, but only while acting within the scope of their duties in such capacity for the **Business**;
4. any office bearer or member of social and sporting clubs, canteen and welfare organisations and first aid, fire and ambulance services formed with the consent of the insured parties shown in paragraphs 1. and 2. in respect of claims arising from their duties connected with the activities of any such club, organisation or service;
5. **Your Principal**, in respect of that **Principal's** liability caused by **Your** performance of work in the **Business** for that **Principal**, but subject always to the extent of cover and the **Limit of Liability** provided by this **Section 1** of this **Policy**.

**Territorial Limits** means

1. anywhere within Australia or its external territories;
2. elsewhere in the world but only in respect of:
  - a. travelling executives or salespeople who are normally resident in Australia and who neither undertake manual work nor supervise manual work of any kind; or
  - b. **Your Products** exported to anywhere in the world except **Your Products** exported to the United States of America or Canada with the knowledge of **You**, **Your** agents or **Employees**.

### 3.0 Limit of Liability & Excess

#### Public Liability

**Our** maximum liability in respect of any claim or any series of claims for **Personal Injury**, **Property Damage** or **Advertising Injury** caused by or arising out of one **Occurrence** will not exceed the Public Liability's **Limit of Liability** specified in the **Schedule**.

#### Products Liability

**Our** total aggregate liability during any one **Policy Period** for all claims or series of claim arising out of **Your Products** will not exceed the **Products Liability's Limit of Liability** specified in the **Schedule**.

#### Extensions

Unless otherwise stated on the **Schedule**, cover under any Extension in this **Section** forms part of and erodes the relevant **Limit of Liability** and where a **Sub-Limit of Indemnity** applies, it will form part of, and not be in addition to, any such **Limit of Liability**.

##### 3.01 Property in Your Care, Custody or Control

Where a **Sub-Limit of Indemnity** is shown in the **Schedule** the Cover under **Section 1** is extended to indemnify the **Insured** if the **Insured** becomes legally liable to pay **Compensation** as a result of **Property Damage** to

1. any part of premises (including their contents) leased, rented or temporarily occupied by the **Insured** for the

purpose of the conduct of the **Business**, provided that the **Insured** had not assumed responsibility to insure the premises;

2. personal property of the **Employees** and visitors;
3. any **Vehicle** and its contents not belonging to or being used by the **Insured** whilst such **Vehicle** is in a car park owned or operated by the **Insured**, provided that the **Insured** do not operate that car park for reward,

which is in held in the **Insured's** care, custody or control in connection with **Business** within the **Territorial Limits**.  
Provided that such **Property Damage** occurs during the **Policy Period**;

Provided that the **Insurers'** total liability under this Extension shall be limited up to a maximum of \$250,000 or the **Sub-limit of Indemnity** specified in the **Schedule** for any one **Occurrence** and in the aggregate for all **Occurrences** during the **Policy Period**.

#### Excess

The **Excess(s)** shown in the **Schedule** in relation to this **Section 1** applies to each **Occurrence** and is payable by **You**. Should more than one **Excess** apply per **Occurrence** than only the highest single level of **Excess** shall apply.

### 4.0 Exclusions To Section 1

In addition to the general exclusions applying to all **Sections** of this **Policy**, this **Section 1** does not cover any claims arising directly or indirectly out of or in connection with:

#### 4.01 Advertising Injury

any liability arising out of **Advertising Injury** resulting from:

- a. statement(s) made by or at the **Insured** direction which the **Insured** knew or suspected the statement, or any part thereof, was false or illegal;
- b. breach of contract, other than misappropriation of advertising ideas contrary to an implied contract;
- c. incorrect description of **Your Products**, goods or services;
- d. any mistake in the advertised price of **Your Products**, goods or services;
- e. failure of **Your Products**, goods or services to conform with advertised performance, quality, fitness or durability, or
- f. infringement or passing off of a trade mark, service mark or trade name on any products, goods or services sold, offered for sale or advertised. This does not apply to infringement of titles or slogans;
- g. the export of **Your Products** to, or visits in connection with the **Business** by directors, executives and **Employees** to, the United States of America or Canada, notwithstanding the definition of **Territorial Limits** applicable to this **Section**.
- h. any insured person whose business is advertising, broadcasting, publishing, podcasting or telecasting;
- i. acts, errors or omissions committed prior to the commencement date of this cover **Section**.

#### 4.02 Assault or Battery

any assault or battery committed by the **Insured** or at the **Insured's** direction, unless it was committed for the purpose of preventing or eliminating **Personal Injury** or **Property Damage**.

#### 4.03 Contractual Liability

any obligation assumed by the **Insured** under any agreement or contract which requires the **Insured** to:

- a. effect insurance over property, either real or personal;
- b. assume liability for **Personal Injury, Property Damage** or **Advertising Injury** regardless of fault.

However, this exclusion shall not apply to

- a. any liabilities that would have been implied by law in the absence of such contract or agreement;
- b. any liabilities assumed under **Incidental Contracts**.

#### 4.04 Demolition

demolition work on any structure over 15 metres high at any part of the structure. This exclusion does not apply to internal demolition work on non-structural property.

#### 4.05 Explosives

any blasting operation, or the handling or use of explosives.

#### 4.06 Faulty Workmanship

any liability arising out of or in any way connected with the cost of reinstating, repairing, replacing, performing, completing, correcting or improving any work done or undertaken by or on the **Insured's** behalf. But this exclusion does not apply to **Property Damage** resulting from such work.

#### 4.07 Insured Property, Mobile Plant and Products

- a. **Damage** to any property insured under **Section 2** (General Property) of this **Policy** including **Tools, Stock, Office Equipment, or Leased Premises Fixtures & Fittings**; any **Mobile Plant**; **Your Products**; or any work completed by or for the **Insured**; or
- b. any costs or expenses incurred in restoring, correcting, improving, repairing, replacing, or making good any **Products, Insured Property or Mobile Plant**; or
- c. making any refund in respect of **Your Products** or such work.

#### 4.08 Loss of use

the loss of use of tangible property which has not been **Damaged** resulting from:

- a. a delay in or lack of performance of any agreement by **the Insured** or by someone on **the Insured's** behalf;
- b. any design defect; or
- c. the **Insured's** failure to comply with any project specification.

#### 4.09 Personal Injury to Employees

- a. **Personal Injury** to any of the **Insured's Employees** arising out of, or in the course of their employment with the **Insured**;
- b. **Personal Injury** to any person who is deemed to be **Your Employee** pursuant to any legislation relating to workers' compensation;
- c. any claim that is within the scope of compulsory workers' compensation insurance, even if the compulsory insurance has not been taken out.
- d. the provisions of any workers' compensation legislation or any industrial award or agreement or determination;

#### 4.10 Pollution

- a. the actual, alleged, or threatened discharge, dispersal, release, seepage, migration or escape of **Pollutants** into or upon land, the atmosphere, or any water course or body of water;
- b. any costs and expenses incurred in the prevention, removing, nullifying or clean-up of the actual, alleged, or threatened discharge, dispersal, release, seepage, migration or escape of such contamination or **Pollutants**;
- c. the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of **Pollutants** caused by any **Product** that has been discarded, dumped, abandoned or thrown away by the **Insured** or on the **Insured's** behalf.

Paragraphs a. and b. of this exclusion do not apply if the **Pollution**

- i. is sudden, identifiable, unexpected and unintended; and
- ii. occurs during the **Policy Period** in its entirety at a specific time and place; and
- iii. results in **Personal Injury** and/or **Property Damage**;

but only to the extent that the **Insured** can demonstrate that the **Pollution** was not the direct result of any failure of the **Insured** to take reasonable precautions to prevent such **Pollution** during the **Policy Period**.

**Our** liability to indemnify **You** under a. and b. above in respect of any one **Pollution** during any one **Policy Period** will not exceed the **Limit of Liability** for Public Liability stated in the **Schedule** for any one **Occurrence** and in the aggregate.

#### 4.11 Product guarantee

**Personal Injury, Property Damage** or **Advertising Injury** occurring as a consequence of the failure of any of **Your Products**, or any part thereof, to fulfil the purpose for which it was intended to perform as specified, warranted, guaranteed or contractually required by **You** or which is imposed by law or statute.

#### 4.12 Product recall

any costs, expenses or damages for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of **Your Products** or work completed by the **Insured** or on the **Insured's** behalf or any property of which **Your Products** or work form a part, if such **Products**, work or property are recalled from the market or from use because of any known or suspected defect, deficiency, inadequacy or dangerous condition therein.

#### 4.13 Professional liability

- a. the rendering of or failure to render professional advice or service by the **Insured** or on the **Insured's** behalf for a fee or any related error or omission. Provided that this exclusion shall not apply to qualified medical persons employed by the **Insured** to provide first aid and other emergency medical services at the **Work Site** or **Your Business Premises** provided **Your Business** is not involved in the provision of medical services.
- b. any confirmation of compliance required under the *Design and Building Practitioners Act (2020)* or any amendment or replacement of that Act.

#### 4.14 Property owned by or Property in Your Care, Custody or Control

**Property Damage** to any property

- a. which is owned by the **Insured** or any of the **Insured's** relatives or anyone who normally resides with the **Insured**;
- b. where legal liability has been assumed by **the Insured** under any contract or agreement which requires **You** to effect insurance on premises, property or goods which **the Insured** does not own;

which is in **Your Care, Custody or Control**, other than as covered under Extension 1.

#### 4.15 Property Owners – Alterations and Additions

the erection, demolition, alteration of and/or addition to buildings owned by the **Insured**.

#### 4.16 Underground Services

any claim arising from the presence of pre-existing underground services, cables, pipes property and/or structure of any kind unless prior to the commencement of any work by the **Insured** or others on the **Insured's** behalf:

- a. have enquired by written request with the relevant public authorities or "Dial Before You Dig" information service or owners of such pre-existing underground services;
- b. have obtained from relevant public authorities or "Dial Before You Dig" information service or the owners of such underground services written confirmation of the exact position of such services; and
- c. have subsequently taken reasonable care to locate the position of such underground services and indicated the location in situ.

#### 4.17 Vehicles

the ownership, use, operation or possession of any **Vehicle** required by law to be registered for road use or insured for third party bodily injury liability (whether or not that insurance is effected).

However, if indemnity is not available under any other insurance or fund, this exclusion does not apply to:

- a. a **Vehicle** not owned or used by or on the **Insured's** behalf while that **Vehicle** is parked in a car park the **Insured** occupy at the **Business Premises**;
- b. **Personal Injury** or **Property Damage** occurring during actual loading or unloading of a **Vehicle** arising from the collection or delivery of any goods to or from the **Vehicle**, which occurs:
  - i. beyond the limits of any carriageway or thoroughfare; and
  - ii. where applicable legislation does not require insurance against such liability;
- c. **Personal Injury** where the insurance required by virtue of any legislation does not provide indemnity and the lack of indemnity is not due to a breach of legislation relating to **Vehicles**.

#### 4.18 Vibration and Removal of Support

any **Property Damage** arising out of or in connection with:

- a. vibration; or

- b. removal or weakening of, or interference with, support to land, buildings or any other property.

However this exclusion shall not apply if a Vibration and Removal of Support **Sub-Limit of Indemnity** is specified in the **Schedule**.

#### 4.19 Welding and Hot Works

any grinding, arc or flame cutting, flame heating, arc or gas welding or similar operation, unless such activity is conducted in strict compliance with the Australian Standard 1674-1997 (Fire Precautions in cutting, heating and welding operations) issued by the Standards Association of Australia or any amended, subsequent or replacement standards.

## 5.0 Special Conditions to Section 1

The following Conditions apply to this **Policy Section 1**:

### 5.01 Cross Liability

Each of the parties comprising the **Insured** under this **Section 1** shall for the purpose of this **Section** be considered as a separate and distinct person or entity and the **Insured** shall be considered as applying to each such party in the same manner as if a separate **Policy** has been issued to each of them in its name alone, provided that nothing in this condition shall be deemed to increase the **Limit of Liability** under this **Section** in respect of any **Occurrence** or **Policy Period**.

### 5.02 Discharge of Liability

**We** may at any time pay to the **Insured** in connection with any claim or series of claims the amount of the **Limit of Liability** (after deduction of sums already paid as **Compensation** in respect of such claim or claims or other relevant claims) or any lesser amount for which such claim or claims can be settled. Upon such payment being made **We** relinquish the conduct and control of and are under no further liability in connection with such claim or claims other than the payment of costs and expenses

1. recoverable from **You** for all or part of the period to the date of such payment;
2. incurred by **Us**;
3. incurred by the **Insured** with **Our** written consent (which will not be unreasonably withheld) prior to the date of such payment.

### 5.03 Admission of Liability

Unless the **Insured** have obtained **Our** prior written consent, neither the **Insured** nor any of the **Insured's Employees** may:

1. admit liability or guilt in connection with any **Occurrence**; or
2. do anything that might be seen as an admission of liability or guilt unless permissible in law; or
3. settle any third-party claim, even though it may be within the amount of the **Excess**.

## SECTION 2 – GENERAL PROPERTY

### Introduction

This **Policy Section** only forms part of **Your Policy** when a **Limit of Liability** or **Sum Insured** is shown in the **Policy Schedule**.

If so, this **Section 2** must be read together with the general definitions, general exclusions, general conditions and all other general terms, conditions and provisions of the **Policy**.

### 1.0 Cover

The **Schedule** will show whether **You** have selected cover for **Tools**, **Stock**, **Office Equipment**, **Leased Premises Fixtures & Fittings**, or **Glass**, or a combination of these 5 **Categories**.

If this **Section** is selected, this **Section 2** must be read together with the general definitions, general exclusions, general conditions and all other terms, conditions and provisions of the **Policy**.

Based on the **Category** selected **We** will cover **You** against **Damage** caused by an **Event**, to:

1. **Tools**
2. **Stock**
3. **Office Equipment**
4. **Leased Premises Fixtures & Fittings**
5. **Glass**

occurring during the **Policy Period**, within the **Territorial Limits** up to the **Sum Insured** shown in the **Schedule** in accordance with the **Basis of Settlement** applicable to **Section 2**.

### Optional Extension

The following covers only take effect where a sum insured is shown for that item in the **Schedule**.

#### 1.01 Flood

When the **Sum Insured** applicable to **Section 2** is not otherwise exhausted, **We** will **You** pay for **Damage** to **Insured Property** caused by **Flood** at the **Situation** during the **Policy Period** subject always to the terms, conditions and exclusions of this **Policy**.

## 2.0 Definitions Applicable to Section 2

For purposes of this **Section 2** of the **Policy**, the following definitions will apply:

**Category or Categories** means the category into which **Insured Property** can be designated, from the following:

1. **Tools**;
2. **Stock**;
3. **Office Equipment**;
4. **Leased Premises Fixtures & Fittings**, or
5. **Glass**

**Fusion** means the process of fusing or melting together the windings of

an electric motor caused by **Damage** to the insulating material as a result of overheating caused by electric current.

**Insured Property** means

all property selected and shown on the **Schedule** as insured under **Section 2** of this **Policy** including (if selected):

1. **Tools**;
2. **Stock**
3. **Office Equipment**;
4. **Leased Premises Fixtures & Fittings**, and
5. **Glass**.

**Glass** means

External fixed glass, Perspex and plastic material used in external windows, doors, skylights and showcases forming part of the **Business Premises**. Internal fixed glass or plastic material used as glass in internal partitions windows, doors, mirrors, counters, showcases, shelving, furniture and other fixed internal glass including ceramic vitreous china urinals, toilet pans and handbasins.

Glass does not mean **Stock**, or glass which is part of any conservatory, glasshouse, radio television screen, computer screen, vase, picture, crystal, crockery, china, or glass item normally carried by hand.

**Item or Items** means

an item or items of **Tools**, **Office Equipment** or **Mobile Plant** specified in the **Schedule**.

**Item(s)** may include or be part of a group or class of the **Item(s)** described.

**Leased Premises Fixtures & Fittings** means

items permanently attached to or fixed to premises located at the **Situation**, which premises:

1. **You** use for purposes of the **Business**;
2. **You** lease under a written lease agreement, and;
3. for which **You** are liable for such items under that written lease agreement.

**Office Equipment** means

contents such as furniture, stationery, computers and communications equipment (excluding mobile phones) used in **Your Business** at the **Business Premises**, as shown in the **Office Equipment Item Schedule**, whilst at the at the **Situation** shown in the **Schedule**.

**Stock** means

Goods, merchandise or raw materials that is owned by **You** or for which **You** are legally responsible that are held for sale or repair in the normal course of the **Business**.

### 3.0 Basis of Settlement

The **Basis of Settlement** in respect of claims for **Damage** to **Insured Property** shall be as follows:

1. In respect of a claim for **Damage** to **Tools**, **Stock**, **Office Equipment**, **Leased Premises Fixtures & Fittings** or **Glass**:
  - a. **Tools** - **We** will at **Our** option:
    - i. repair or replace the **Item(s)** to a condition which is substantially the same, but no better or more extensive than, its condition immediately before the **Damage**; or
    - ii. pay the lesser of the **Market Value** of the **Item(s)** at the time of the **Damage** and the cost of repair, unless the **Item(s)** is not more



than 24 months past its purchase date when new, in which case we will pay the lesser of the current new replacement value of such **Item(s)** or the cost to repair such **Items**.

- b. **Stock, Office Equipment, Leased Premises Fixtures & Fittings, or Glass** - We will at Our option:
  - i. repair or replace the **Insured Property** to a condition which is substantially the same, but no better or more extensive than, its condition immediately before the **Damage**;
  - ii. pay the reasonable costs of repairing or replacing the **Insured Property** to a condition which is substantially the same, but no better or more extensive than, its condition immediately before the **Damage**;
2. The maximum amount that **We** will pay to **You** in respect of any one loss or series of losses to **Insured Property** arising out of one **Event** is the **Sum Insured** specified in the **Schedule** for each **Item** or **Category**.
3. For **Damage** to **Unspecified Items**, **We** will pay a maximum amount of \$5,000 for any one item falling into each **Category** of an **Item** described in the **Schedule**.
4. When **Damage** occurs to an item of **Insured Property** which:
  - a. is part of a set, **We** will only pay for the reasonable cost of:
    - i. repairing or replacing the **Item** itself; or
    - ii. repair or replacement of the proportion of the set which is Damaged, notwithstanding that the set is less valuable by reason of it being incomplete;
  - b. is a wall, floor or ceiling covering (including carpets, blinds and curtains), **We** will only pay for the cost of repairing or replacing such item in the room, hall or passage in which the **Damage** occurred.

#### Excess

The amount that **We** pay in relation to **Your** claim will be reduced by the amount of any applicable **Excess(es)**.

Otherwise, **You** must pay the amount shown in the **Schedule** as the **Excess** payable in respect of the applicable **Category** for each loss or series of losses arising from one **Event** when a claim is accepted by **Us** under **Section 2**.

If **You** have cover for more than one **Category of Insured Property**, **You** will only be required to pay one **Excess** per **Event**.

## 4.0 Exclusions Applicable to Section 2

In addition to the general exclusions applying to all **Sections**, under **Section 2**, **We** will not pay for:

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

#### 4.01 Demolition or Construction Activities

demolition, construction, erection, renovation, alteration or additions to the premises at the **Situation**

#### 4.02 Glass or Fragile Items

cracking, scratching or breakage of glass or fragile items or surfaces unless it occurs as a consequence of any other loss or damage to the insured item

#### 4.03 Lack of Maintenance

lack of maintenance or any other failure to keep any **Insured Property** in good repair

#### 4.04 Breakdown

overwinding, mechanical, hydraulic, electrical or electronic breakdown except to the extent covered by extension 7 (Damage to Domestic Electric Motors)

#### 4.05 Mould

mildew, mould, contamination, disease, wet or dry rot, change of colour, oxidation, evaporation, dampness of atmosphere or variations in temperature

#### 4.06 Spontaneous Combustion

spontaneous combustion, fermentation or heating or any process involving the direct application of heat except that this exclusion will be limited to the item or items immediately affected and will not extend to other **Damaged Insured Property** as a result of such combustion, fermentation or heating process

#### 4.07 Flood and Actions of the Sea

- a. actions of the **Sea**, tidal wave, **Storm Surge**, high-water, or high tide, unless caused by a tsunami;
- b. **Flood** unless shown as Selected on the **Schedule**

#### 4.08 Perils within the First 72 Hours

bushfire, grassfire, **Storm** or **Flood** within 72 of the start of the **Policy** unless the **Policy** starts on the same day that:

- a. **You** purchased the **Insured Property** or entered into a lease agreement relevant to **Leased Premises Fixtures & Fittings**; or
- b. another insurance policy covering the **Insured Property** or **Leased Premises Fixtures & Fittings** expired and in that instance, **We** will pay only up to the relevant sum insured under the expired policy.

#### 4.09 Smoke or Smut

smoke or smut from industrial operations

#### 4.10 Vermin and Animals

- a. the actions of birds, vermin, moths, termites or other pests
- b. pets or other animals;

However if such actions directly cause an **Event** otherwise covered in this **Section 2** (for instance fire or broken glass), **We** will pay for the **Damage** resulting from that **Event**

#### 4.11 Wear and Tear, Corrosion and Deterioration

wear and tear, corrosion, rust or oxidation, fading, chipping, scratching, denting, rubbing, scuffing or marring, gradual corrosion or gradual deterioration or developing flaws, concrete or brick 'cancer', normal upkeep or making good.

This includes when **Damage** to the **Insured Property** is caused by light, air, sand, the climate (which includes wind or rain) or the passage of time

#### 4.12 Aesthetic Changes

change in colour, texture or finish

#### 4.13 Faulty Doors and Catches

damaged or faulty doors, lids, catches, latches, locks or any door, lid, closing or securing mechanism or device.

#### 4.14 Misappropriation and Fraud

fraudulent misappropriation, embezzlement, fraud, forgery, erasure, counterfeiting or dishonest acts committed by **You** or by any of **Your Employees** acting alone or in collusion with any other person or person.

#### 4.15 Consequential Loss

**Consequential Loss** of any kind other than as specifically covered in **Section 2**.

#### 4.16 Theft

1. theft of **Insured Property**:
  - a. in the **Open Air**; or
  - b. not securely locked into:
    - i. the premises at the **Situation**;
    - ii. in the case of **Tools**: any **Vehicle** or a locked container containing the **Tools**, which is secured to any **Vehicle**;
  - c. by **You**, **Your Employees** or any of **Your** partners or directors.
2. theft from a building or **Vehicle** unless the theft:
  - a. resulted from forcible and violent to a securely locked building or **Vehicle** evidenced by visible damage to the securely locked portion of any building or the securely locked portion of any **Vehicle**, or a locked container secured to the **Vehicle** containing the **Tools**;
  - b. was by armed hold-up; or
  - c. was a result of assault or violence or threat of immediate assault or violence to **You**, **Your Employee** or **Your** customers.

#### 4.17 Legal Liability

any legal liability of any kind.

#### 4.18 Transferred Stock

- a. loss or **Damage** to **Stock** which has been permanently transferred to a **Work Site**, commencing from the time the **Stock** would be deemed to be insured under any other form of Contract Works Insurance Policy covering the contract on which **You** are working
- b. **Stock** once it has been used or incorporated into any contract.

#### 4.19 Glass

the installation or removal of **Glass**

#### 4.20 Excluded Items

**Damage** to any:

- a. animals, livestock, birds or fish;
- b. awnings made of textile or fabric more than ten (10) years old where that **Damage** is caused by wind, rainwater or hail;
- c. **Money**, jewellery; furs, bullion, precious metals or precious stones, curios or works of art;
- d. **Insured Property** or **Personal Effects** in the **Open Air** if **Damage** is caused by **Flood**, wind, rainwater, hail unless such **Insured Property** or **Personal Effects** is

designed to function without protection of walls or roofs;

- e. boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof;
- f. **Insured Property** located at premises which are vacated and undergoing demolition;
- g. carpets and other floor coverings resulting from staining, fading or fraying. However, **We** will pay if the **Damage** directly results from any other **Event** not excluded under **Section 2**;
- h. glass caused by artificial heat, during installation or removal; which has a crack or imperfection; or is required to be insured by any other party in terms of an occupancy agreement;
- i. pressure equipment arising out of a failure to comply with any Australian Standard relating to such equipment.

#### 4.21 Property Cyber and Data

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, and further to exclusions 10 and 12 in the General Exclusions, this **Policy** excludes any:

- a. **Cyber Loss**, unless subject to the provisions of paragraph b. below:
  - i. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph c. below;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- b. Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, this **Policy** covers physical loss or physical damage to property insured under this **Policy** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
- c. Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, should **Data Processing Media** owned or operated by **You** suffer physical loss or physical damage insured by this **Policy**, then this **Policy** will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this **Policy** excludes any amount pertaining to the value of such **Data**, to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled.
- d. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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

## 5.0 Additional Benefits to Section 2

**We** will pay **You** the following benefits in addition to the **Sum Insured** applicable to **Section 2** up to the maximum shown in the **Policy**, or as otherwise detailed in the **Schedule**.

Unless otherwise stated, the following additional benefits are in addition to the **Sum Insured** where:

- a. the costs or losses covered by the additional benefit were incurred a result of **Damage to Your Tools, Stock, Office Equipment or Leased Premises Fixtures & Fittings** occurring during the **Policy Period** by a cause that is not excluded or otherwise limited under **Section 2**; and
- b. **Your** claim is accepted by **Us**.

### 5.01 Personal Effects of Employees

**We** will pay **You** for **Damage to Personal Effects of Employees** of the **Business** if:

- a. the **Personal Effects** are located at the **Situation** at the time of **Damage**;
- b. the person to whom the **Personal Effects** belong is not a **Named Insured**;

The maximum **We** will pay under this additional benefit is \$2,000 per any one person per **Event**.

If a person is entitled to indemnity under any other policy of insurance effected by them, then cover under this additional benefit will only apply in respect of any amount in excess to that which is covered under the other policy.

### 5.02 Rewriting of Records

**We** will pay up to a maximum of \$10,000 for the reasonable cost of restoring or re-creating **Records** destroyed as a result of **Damage to Insured Property**.

### 5.03 Outstanding Receivables

**We** will pay up to a maximum of \$10,000 to reimburse **You** for any outstanding receivables/debt for work completed during the **Policy Period**, which were owed to **You** at the time of **Damage to Insured Property** and which are now not recoverable because the necessary documentary evidence to support the outstanding receivable/debt has been destroyed as a result of the **Damage to Insured Property**.

### 5.04 Damage to Domestic Electric Motors

If the **Policy** insures **Office Equipment** or **Leased Premises Fixtures & Fittings**, then **We** will pay **You** the costs necessarily and reasonably incurred by **You** in repairing or replacing a domestic electric motor within an electrical machine comprising part of **Office Equipment** or **Lease Premises Fixtures & Fittings** specified in the **Schedule** and **Damaged** by **Fusion** during the **Policy Period**.

If the motor forms part of a sealed unit **We** will also pay for the cost of replacing gas.

If the motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant (a new gas as required by regulation) or parts are no longer available then **We** will only pay the cost that

would have been incurred in replacing with an equivalent modern day appliance. If an equivalent modern day appliance is not available, then one as close as possibly equivalent will be the basis of any claim.

**We** will not pay for

- a. Motors covered by any form of warranty;
- b. Motors with an output greater than five (5) kilowatts;
- c. Motors more than fifteen (15) years old;
- d. Other parts of any electrical machine or software;
- e. Non-electrical components such as bearings, seals and solenoids;
- f. Lighting filaments or heating elements;
- g. Fuses or protective devices;
- h. Electrical contacts or switches at which sparking, or arcing occurs by ordinary working;
- i. Costs of flushing or recharging with refrigerant; or
- j. Any additional costs arising from loss of use of the machine;
- k. Motors comprising or constituting or part of any **Tool**; or
- l. Motors comprising or part of any item not listed in the **Office Equipment Schedule**.

The maximum **We** will pay **You** in any one **Policy Period** under this extension is \$5,000.

### 5.05 Additional increased cost of working

**We** will pay up to a maximum of \$10,000 for any additional expenditure **You** reasonably and necessarily incur within 6 months of any **Damage to Insured Property** for the purpose of minimising the effect of the **Damage** on the profitability of the **Business**.

### 5.06 Depreciation of undamaged Stock

Where undamaged **Stock** is unable to be processed in the normal way or through alternative processing, **We** will also pay for the loss sustained by **You** resulting from the deterioration or depreciation of such undamaged **Stock**. **We** will not pay more than the **Sum Insured** for **Stock**.

## SECTION 3 - TAX AUDIT

### Introduction

This **Policy Section** only forms part of **Your Policy** when a **Limit of Liability** or **Sum Insured** is shown in the **Policy Schedule**.

If so, this **Section 3** must be read together with the general definitions, general exclusions, general conditions and all other general terms, conditions and provisions of the **Policy**.

### 1.0 Cover

We will cover **You** for **Audit Costs** that **You** reasonably and necessarily incur with **Our** written consent (which will not be unreasonably withheld) in connection with a **Tax Audit** of **Your Business**, which:

1. was first notified to **You** during the **Policy Period**; and
2. **You** reported to **Us** during that **Policy Period** or within 30 days thereafter,

up to the **Sum Insured** shown in the **Schedule**. Provided that **Our** liability under this **Section** is subject to **You** advising **Us** in writing as soon as reasonably practicable of notification of any **Tax Audit**.

### 2.0 Definitions Applicable to Section 3

For purposes of this **Section 3** of the **Policy**, the following definitions will apply:

**Audit Costs** means the reasonable and necessary fees, costs and disbursements incurred in connection with a **Tax Audit** that would be payable by **You** to a **Professional Adviser**, engaged by **You** and approved by **Us**, for work undertaken in connection with a **Tax Audit**, but does not mean or include fees, costs and disbursements that:

1. form part of an annual or fixed fee or cost arrangement; or
2. relate to any subsequent objection or appeal or request for review in respect of the **Tax Audit**, or any assessment, amended assessment or **Final Decision** of the **Auditor**; or
3. were rendered by a third party in relation to which **Our** written consent was not obtained before those fees were incurred; or
4. relate to or are associated with the preparation of any accounts, financial statements or documents or to any attendance or service which would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return or document was required to be lodged in connection with a **Designated Liability**.

**Auditor** means a person authorised under State, Territory or Commonwealth Legislation to carry out a **Tax Audit**.

**Designated Liability** means **Your** obligation to pay an amount under Commonwealth, State or Territory legislation in respect of a **Tax Audit**.

**Final Decision** means a written notification of the **Auditors'** completed views in connection with a **Designated Liability** and includes any

written statement which is intended by the **Auditor** to be its findings or the basis upon which it proposes to act in connection with a **Designated Liability**.

**Professional Adviser** means

1. an accountant who is a member of an Australian recognised accounting body, registered tax agent or tax consultant;
2. any other professional person or consultant engaged by or at the recommendation of the accountant with **Our** prior written approval (which will not be unreasonably withheld),

but does not include **You** or any person working for **You** under a contract of employment.

**Tax Audit** means an official examination or investigation, and verification of accounts and records conducted by a relevant State, Territory or Commonwealth statutory body in relation to **Your** liability of **Your Business** to pay income tax, fringe benefits tax, capital gains tax, GST, payroll tax, superannuation contributions, or termination payments tax.

### 3.0 Sum Insured and Excess

**Sum Insured**

**Our** total liability to **You** for Cover under **Section 3** shall be for

- a. any one **Tax Audit** not exceeding the **Sum Insured** as shown in the **Schedule**; and
- b. all **Tax Audits** not exceeding the **Sum Insured** in the aggregate as shown in the **Schedule**,

for any one **Policy Period**.

**Excess**

The **Excess** shown in the **Schedule** in relation to this **Section 3** applies to each claim made for any **Tax Audit**.

### 4.0 Exclusions Applicable to Section 3

In addition to the general exclusions applying to all **Sections**, **We** will not pay for **Audit Costs** under **Section 3**:

#### 4.01 Prior knowledge of Tax Audit

if prior to the commencement of the **Policy Period** **You**, or any person acting on **Your** behalf:

- a. received any notice of a proposed **Tax Audit**; or
- b. had information that a **Tax Audit** was likely to take place; or
- c. had information that would indicate to a reasonable person that a **Tax Audit** was likely to take place.

#### 4.02 Failure to Lodge

if a tax return, or a document required to be lodged in relation to a **Tax Audit**, has not been lodged with the relevant authority:

- a. at all;
- b. properly; or
- c. due to any delay in submission.

#### 4.03 Fines or Penalties

for any

- a. **Audit Costs** associated with the imposition of any tax, fines, penalties, court costs, penalty tax or interest, or
- b. **Tax Audit** that is conducted specifically for the purposes of determining if a fine, penalty or prosecution should be imposed due to any act or omission by **You** or in connection with **Your** statutory obligations.

#### 4.04 Non-Professional Advisor Fees

for any **Audit Costs** charged by someone other than a **Professional Adviser** unless **We** have given prior written consent (which will not be unreasonably withheld).

#### 4.05 Late or Missing Tax Returns

relating to the **Tax Audit** of **Your** taxation and financial affairs unless the return relevant to the **Tax Audit** is first lodged:

- a. during the **Policy Period**; or
- b. not more than twelve (12) months prior to **Policy Period**; or
- c. relates to a return for a financial year not more than three (3) years prior to the date **You** receive notification of a Statutory **Tax Audit** and that is received during the **Policy Period**.

#### 4.06 Non-Compliance

relating to a **Tax Audit** if **You** fail to comply with any requirement or obligation imposed upon **You** by any relevant legislation if a return in relation to the **Tax Audit** was not prepared or reviewed by **Your Professional Adviser** prior to dispatch.

#### 4.07 Other Corporate Offices

incurred in the defence of any **Tax Audit** arising out of any directorship or the holding of any other position or office with any corporation.

#### 4.08 Overseas Income

if the **Tax Audit** was in respect of work undertaken by **You** or income derived by **You** outside of Australia.

#### 4.09 Tax Evasion or Recklessness

if the **Final Decision** reflects a component imposed for recklessness or deliberate tax evasion or similar offence by **You**.

#### 4.10 Bankruptcy and/or Liquidation

if **You**

- a. are or become bankrupt or commit an act of bankruptcy;
- b. are in liquidation or come under the control of a receiver, or receiver and manager or an agent for a mortgagee in possession.

#### 4.11 Arrangement with Creditors

if **You** make or enter into a scheme of arrangement or compromise with creditors.

#### 4.12 Excluded Costs

for the cost of:

- a. any review pertaining to **You** maintaining any industry status, licence, membership or compliance with any employee related legislation or regulations;

- b. the gathering of data or information by any government, statutory body, authority or agency that is not directly part of a **Tax Audit**.

## 5.0 Conditions Applicable to Section 3

In addition to the general conditions applying to all **Sections**, the following conditions apply to **Section 3**:

1. All taxation and other returns must be submitted within the time limits prescribed by all relevant statutes and legislation or if an extension is granted within the further period granted.
2. All taxes must be paid by the due date or within any extension granted.
3. **You** must make full and complete disclosure of all assessable income (including capital gains) as required by any relevant legislation.
4. A **Tax Audit**:
  - a. commences at the time **You** first receive notice that an **Auditor** proposes to conduct a **Tax Audit**; and
  - b. is completed when:
    - i. the **Auditor** has given written notice to that effect; or
    - ii. the **Auditor** notifies **You** that it has made a **Final Decision** of a **Designated Liability**; or
    - iii. when the **Auditor** has issued an assessment or amended assessment of a **Designated Liability**.

## 6.0 Claim Procedures Applicable to Section 3

In the event of a claim arising under this **Section 3**:

1. upon becoming notified of a **Tax Audit** or impending **Tax Audit**, **You** must inform **Us** in writing as soon as reasonably practicable.
2. **You** must obtain **Our** prior written approval from **Us** (which will not be unreasonably withheld) before engaging a **Professional Adviser**, other than **Your** accountant.
3. **You** must notify **Us** of all **Audit Costs** **Your** accountant or other **Professional Adviser** proposes to charge and send **Us** copies of all accounts/invoices and any correspondence relating to them as soon as reasonably practicable upon receipt. **You** must not pay or compromise/settle any such account/invoice without giving **Us** at least fourteen (14) days prior written notice.
4. **You** must authorise and instruct **Your Professional Advisers**:
  - a. to disclose to **Us** all such information and documentation as **We** may require from time to time in order to process a claim under this **Section**;
  - b. to keep **Us** informed of all material developments in and the completion of the **Tax Audit**;
  - c. to advise **Us** as soon as reasonably practicable of any offers or compromise proposals or recommendations to make offers or compromise proposals; and
  - d. to advise **Us** if, in the **Professional Adviser's** opinion, there is no longer any reasonable prospect of success or if the prospects for success materially alter.

5. **You** must not unreasonably refuse to follow the advice of **Your Professional Adviser** as to the conduct of the **Tax Audit** including advice relating to the making or accepting of any offer to settle or the discontinuance of the **Tax Audit**.
6. **You** must take all reasonably and necessary steps to:
  - a. minimise any delays;
  - b. minimise the amount of costs incurred or likely to be incurred in connection with any **Tax Audit**;
  - c. co-operate fully with **Your** accountant and other **Professional Advisers** in relation to the **Tax Audit**.
  - d. keep **Us** fully and continually informed of all material developments in relation to any **Tax Audit**;
  - e. use reasonable endeavours to ensure that **Your** accountant or other **Professional Advisers** cooperate with **Us** and, where necessary, assist **Us** in relation to any claim and to assist **Us** with any matter **We** wish to pursue with the regulatory authority in respect of any claim for cover under this **Section 3**.
7. **We** or our duly appointed agent may make our own investigation into any matter which is or may be the subject of a claim under this **Section 3**.
8. if instructed by **Us**, **You** must direct **Your** accountant or other **Professional Adviser** to have any account or charge referred to any relevant authority to be taxed, assessed or audited.

#### 6.01 Recovery & Subrogation Procedures

1. If any **Tax Audit** results in **You** receiving an award of damages, then **You** will pay to **Us** a pro rata proportion of those damages calculated on the basis of our contribution to **Audit Costs**, up to but not exceeding the amount expended by **Us** on such **Audit Costs** and **Professional Fees**.
2. **You** must pay to us any and all **Audit Costs**, up to the amount of the **Audit Costs** paid by **Us**, which are recovered by **You** in connection with the **Tax Audit** and **You** will take, at our expense, every measure to recover such **Audit Costs** from any third party.
3. **We** will not exercise any rights of subrogation that may accrue as a consequence of any payment **We** made under this **Section 3**, against any director, partner or subcontractor of **Yours**, unless that payment arises out of or was contributed to by the dishonest, fraudulent or criminal act of such director, partner or subcontractor.
4. **We** may limit or exclude **Our** liability in relation to any **Audit Costs** if **You** enter into any agreement or other arrangement of understanding which has the effect of limiting or denying **Our** rights of subrogation in relation to those **Audit Costs**.

## SECTION 4 - CYBER

### Introduction

This **Policy Section** only forms part of **Your Policy** when a **Limit of Liability** or **Sum Insured** is shown in the **Policy Schedule**.

This **Section 4** must be read together with the general definitions, general exclusions, general conditions and all other general terms, conditions and provisions of the **Policy**.

### 1.0 Cover

Subject to the **Limit of Liability**, **We** will cover **You** against:

1. **Loss of Funds** as a direct result of a **Cyber Crime**; and
2. **Defence Costs** incurred as a direct result of a **Data Breach**,

occurring during the **Policy Period** and within the **Territorial Limits** and **Discovered** no more than twelve (12) months of the expiry of the **Policy Period**.

The **Cyber Incident** exclusion under the General Exclusions shall not apply where cover is afforded under **Section 4**.

### 2.0 Definitions Applicable to Section 4

For purposes of this **Section 4** of the **Policy**, the following definitions will apply:

**Cyber Crime** means fraudulent misappropriation of **Funds** by any **Third Party** acting without **Your** consent of, **Social Engineering Fraud**, phishing, phreaking or other forms of cyber fraud committed against **You** in connection with the **Business**.

**Data Breach** means the unauthorised

1. access to, deletion,
2. modification, or
3. disclosure,

of a **Third Party's Personal Information** in **Your Care, Custody or Control** and for which **You** are legally responsible and held in connection with the **Business**.

**Discovered / Discovery / Discovering** means When **You** first become aware of or had any knowledge of any act, omission or event which could reasonably be foreseen to give rise to a **Loss** covered by this **Policy**, even though the exact amount or details of such **Loss**, act, omission or event are not known at the time of discovery. Such **Discovery** shall constitute discovery by every **Insured**.

**Defence Costs** means legal costs and disbursements and related expenses incurred by **You** with **Our** prior written consent (which will not be unreasonably withheld) in the investigation, defence, or settlement of any **Claim** relating to a **Data Breach**.

However **Defence Costs** do not include:

Any:

1. internal or overhead expenses incurred by **You**;
2. cost of **Your** time in investigating, monitoring, defending or settling any claim; or

3. salaries or remuneration of **Your Employees** or agents.
4. judgment or award made against **You**.

**Loss** means

The direct loss sustained by **You** as a result of any single act, single omission, or single event, or series of related or continuous acts, omissions or events. A series of related or continuous acts or omissions or events up to the time of **Discovery** shall be treated as a single act, omission or event.

**Funds** means

**Money** belonging to **You** and held in **Your** bank account with a financial institution.

**Personal Information** means

the personal information of **Your** customers or a **Third Party** held digitally, or on an electronic device owned by **You**.

**Social Engineering Fraud** means

impersonation by digital media (including but not limited to email and social media) of:

1. **Your** director, officer, **Employee** or agent
2. **Your** customer
3. **Your** sub-contractor
4. a party with whom **You** have a written contract for the sale or purchase of goods or services

by an unauthorised **Third Party** to manipulate **Your** officer, **Employee** or agent to issue an instruction to a financial institution to debit, pay, deliver or transfer **Funds** to an unauthorised **Third Party**.

**Third Party** means

a person(s) or entity who is not an **Insured** or their **Employee**, sub-contractor, or related party to the **Named Insured**.

### 3.0 Limit of Liability and Excess

#### Limit of Liability

**Our** maximum liability to indemnify **You** in respect of cover for all **Loss of Funds** and **Defence Costs** under **Section 4** will not exceed the **Limit of Liability** specified in the **Schedule** in the aggregate for any one **Policy Period**.

#### Excess

The **Excess** shown in the **Schedule** in relation to this **Section 4** applies to each claim and is payable by **You**.

### 4.0 Exclusions Applicable to Section 4

In addition to the General Exclusions applying to all **Sections**, under **Section 4** **We** will not be liable for any payment, **Loss**, **Defence Costs** or claim arising out of:

- a. a failure to follow Specific Condition 1 to **Section 4**.
- b. any **Loss** covered under any other **Section** of this **Policy**.
- c. **You** having failed to exhaust **Your** rights and entitlements under any other fidelity bond or fund, whether of a statutory nature or not.
- d. any further **Cyber Crime** or **Data Breach** committed after the initial discovery of loss.
- e. a **Cyber Crime** or **Data Breach** committed prior to the **Policy Period**.
- f. **Consequential Loss**

- g. aggravated, punitive or exemplary damages; or any fine; or any liquidated damages or a penalty imposed under the terms of any contract, warranty or agreement.
- h. any **Third Party's** action if **You** have any prior knowledge of any prior act of fraud or dishonesty by that **Third Party**.
- i. where there is no identifiable fraudulent transaction.
- j. a failure to make payment or of default under a loan or other credit transaction.

In addition, the following War and Cyber Operation Exclusion applies to **Section 4**.

### War and Cyber Operation Exclusion

Notwithstanding any provision to the contrary in this **Policy**, this **Policy** does not cover that part of any loss, damage, liability, cost, or expense, of any kind (together "loss"):

- a. directly or indirectly arising from a **War**, and/or
- b. arising from a **Cyber Operation** that is carried out as part of a **War** or the immediate preparation for a **War**, and/or
- c. arising from a **Cyber Operation** that causes a State to become an **Impacted State**. This paragraph c shall not apply to the direct or indirect effect of a **Cyber Operation** on a **Computer System** used by the Insured or its third-party service providers that is not physically located in an **Impacted State** but is affected by a **Cyber Operation**.

#### Attribution of a **Cyber Operation** to a **State**:

Notwithstanding **Our** burden of proof, which shall remain unchanged by this clause, in determining attribution of a **Cyber Operation** to a **State**, **We** and **You** will consider such objectively reasonable evidence that is available to them. Further to any legally permissible evidence, this may include formal or official attribution by the government of the **State** in which the **Computer System** affected by the **Cyber Operation** is physically located to another **State** or those acting at its direction or under its control.

For the purpose interpreting of this War and Cyber Operation exclusion:

#### **Computer System** means

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

If there is any inconsistency between definitions of **Computer System** in this exclusion and the **Policy**, the definition in the **Policy** shall apply.

#### **Cyber Operation** means

the use of a **Computer System** by, at the direction of, or under the control of a State to:

- a. disrupt, deny access to, or degrade functionality of, a **Computer System**; and/or
- b. copy, remove, manipulate or destroy information in a **Computer System**.

#### **Essential Service** means

a service that is essential for the maintenance of vital functions of a State including, but not limited to, financial

institutions and associated financial market infrastructure, health services or utility services.

#### **Impacted State** means

any **State** where a **Cyber Operation** has had a major detrimental impact on:

- a. the functioning of that **State** due to disruption to the availability, integrity or delivery of an **Essential Service** in that **State**, and/or
- b. the security or defence of that **State**.

#### **State** means

a sovereign state.

#### **War** means

armed conflict involving physical force:

- a. by a **State** against another **State**, or
- b. as part of a civil war, rebellion, revolution, insurrection, military or usurped power, whether **War** be declared or not.

## 5.0 Conditions Applicable to Section 4

In addition to the general conditions applying to all **Sections**, the following conditions apply to **Section 4**:

1. It is a condition of cover that prior to transferring funds **You** validate any new or amended bank details by telephone with a known contact at the transferee;
2. **You** must give **Us** written notice as soon as reasonably practicable of the discovery of any conduct that is fraudulent or dishonest by any person with access to or control of **Your Funds** or any lack of integrity by such person whether giving rise to a claim or not;
3. On **Discovering a Loss, Data Breach** or circumstances likely to give rise to a **Loss** or **Data Breach** covered by **Section 4**, **You** must, at **Your** own expense:
  - a. as soon as reasonably practicable give written notice to **Us**;
  - b. as soon as reasonably practicable give written notice to the police;
  - c. within twenty (28) days of **Discovering a Loss, Data Breach** or circumstances likely to give rise to a **Loss** covered by **Section 4**, provide to **Us** a written statement containing details of the cause, description and amount of the loss and any other information that **We** may reasonably require;
  - d. complete any claim form or sworn proof of loss that **We** may require;
  - e. provide full assistance and cooperation to **Us** in investigating the loss; and
  - f. take all reasonable steps to obtain recovery of the **Loss**, or **Data Breach** and prevent any further **Loss** or **Data Breach**.



# SECTION 5 - INDIVIDUAL PERSONAL ACCIDENT & ILLNESS

## Introduction

This **Policy Section** only forms part of **Your Policy** when a **Limit of Liability** or **Sum Insured** is shown in the **Policy Schedule**.

If so, this **Section 5** must be read together with the general definitions, general exclusions, general conditions and all other general terms, conditions and provisions of the **Policy**.

## 1.0 Cover

Only the cover(s) selected and shown in the **Schedule** is provided under this **Section 5** of the **Policy**.

The **Schedule** will show the level of cover selected and the list of **Covered Events**:

1. **Accident Only:**  
**Prime Benefits for Injury** and **Weekly Benefits for Temporary Total or Partial Disablement**; or
2. **Accident and Illness:**  
**Prime Benefits for Injury** and **Weekly Benefits for Temporary Total, or Partial Disablement, and Illness**.

Subject to all terms and conditions of this **Policy**, we will cover a **Covered Person** against any **Covered Event** described in the Table of **Covered Events** below occurring anywhere in the world and which:

1. is a result of **Injury** or **Illness** while that person is a **Covered Person**; and
2. occurs within 12 months of the date of:
  - a. the **Injury**; or
  - b. the date of the first manifestation of the **Illness**,

on the basis of the **Benefits** set out in the Table of **Covered Events**.

### Table of Covered Events

Covered Event		Benefit - basis for calculation
<b>1</b>	<b>Injury to Covered Person resulting in:</b>	<b>% of Prime Benefit</b>
a	Death	100%
b	<b>Permanent Total Disablement</b>	100%
c	<b>Permanent Partial Disablement</b>	% of Prime Benefit which corresponds to the % Reduction in Whole Bodily Function up to maximum of 100%
d	<b>Paraplegia</b> or <b>Quadriplegia</b>	100%
e	Total <b>Loss</b> of sight in both eyes	100%

Covered Event		Benefit - basis for calculation
f	Total <b>Loss</b> of the lens in both eyes	100%
g	Total <b>Loss</b> of both <b>Hands</b>	100%
h	Total <b>Loss</b> of both <b>Feet</b>	100%
i	Total <b>Loss</b> of one <b>Hand</b> and one <b>Foot</b>	100%
j	Total <b>Loss</b> of one or more <b>Limbs</b>	100%
k	Total <b>Loss</b> of hearing in both ears	100%
l	<b>Permanent</b> and incurable insanity	100%
m	Total <b>Loss</b> of 4 <b>Fingers</b> and <b>Thumb</b> of either <b>Hand</b>	80%
n	Total <b>Loss</b> of sight in one eye and <b>Loss</b> of at least 50% of sight in the other eye	75%
o	Total <b>Loss</b> of the lens in one eye	60%
p	Total <b>Loss</b> of sight in one eye	60%
q	Total <b>Loss</b> of 4 <b>Fingers</b> of either <b>Hand</b>	50%
r	Third degree burns and/or resultant disfigurement covering more than 20% of the entire external body	50%
s	Total <b>Loss</b> of the <b>Thumb</b> of either <b>Hand</b> – both joints	40%
t	Total <b>Loss</b> of hearing in one ear	30%
u	Second degree burns and/or resultant disfigurement covering more than 20% of the entire external body	25%
v	Total <b>Loss</b> of one <b>Thumb</b> of either <b>Hand</b> – one joint	20%
w	<b>Loss of Fingers</b> of either <b>Hand</b> : i) 3 joints ii) 2 joints iii) One joint	i) 15% ii) 10% iii) 5%
x	<b>Loss of Toes</b> of either <b>Foot</b> : i) all – one <b>Foot</b> ii) great – both joints iii) great – one joint iv) other than great – each <b>Toe</b>	i) 15% ii) 5% iii) 3% iv) 1%
y	Fractured leg or patella with established non-union	10%
z	Shortening of leg by at least 5cm	7.5%

Covered Event		Benefit - basis for calculation
aa	Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth, but excluding first teeth and dentures	1% to a maximum of \$10,000 in total
<b>2</b>	<b>Injury to Covered Person resulting in fractured bones:</b>	<b>% of Prime Benefit</b>
a	neck, skull or spine: i) Complete Fracture ii) Simple Fracture, Hairline Fracture or Other Fracture	i) 100% ii) 30%
b	Hip	75%
c	jaw, pelvis, leg, ankle or knee: i) Complete Fracture or Other Fracture ii) Simple Fracture or Hairline Fracture	i) 50% ii) 20%
d	cheekbone, shoulder	30%
e	arm, elbow wrist or ribs: i) Complete Fracture or Other Fracture ii) Simple Fracture or Hairline Fracture	i) 25% ii) 10%
f	nose or collarbone	20%
g	Finger, Thumb, Foot, Hand or Toe	7.5%
<b>3</b>	<b>Injury to Covered Person resulting in:</b>	<b>% of Weekly Benefit</b>
a	Temporary Total Disablement	85% while Total Disablement persists
b	Temporary Partial Disablement	85% less any amount of current weekly earnings, while Partial Disablement persists
<b>4</b>	<b>Illness to Covered Person</b>	<b>% of Weekly Benefit</b>
a	Total Illness	85% while Illness persists
b	Partial Illness	85% less any amount of current weekly earnings, while Illness persists

## 2.0 Definitions Applicable to Section 5

For purposes of this **Section 5** of the **Policy**, the following definitions will apply

**Accident or Accidental** means a sudden, external and identifiable event that happens by chance and could not have been expected from the perspective of the **Covered Person**.

**Average Weekly Earnings** means the average weekly amount earned by the **Covered Person** (after deducting the average weekly expenses incurred in earning that income) over the period that the **Covered Person** has been continuously engaged in his or her occupation, trade, business, profession or employment, or over 52 weeks, whichever is the shortest period, immediately before the date on which the **Covered Event** occurred.

If the **Covered Person** is a proprietor or partner in the **Business**, then **We** will, subject to the **Weekly Benefit Limit**, include in **Average Weekly Earnings** for each week of continuing incapacity, 1/52nd of the share of the annual expenses which:

1. are the ongoing expenses of the **Business**
2. are normally paid from the gross billings attributable to the personal efforts of the **Covered Person**, and
3. the **Covered Person** must continue to meet.

**Benefit** means the amount calculated by multiplying the percentage specified in the Table of **Covered Events** for the relevant **Covered Event** by the **Prime Benefit** or **Weekly Benefit**.

**Complete Fracture** means a fracture in which the bone is broken completely across and no connection is left between the pieces.

**Covered Event** means the events set out in the Table of Covered Events above.

**Covered Person** means a person specified in the **Schedule** as a person in respect of whom this **Section 5** provides cover for **Injury** or **Illness**.

**Covered Person** does not mean the contracting party or the **Insured**.

**Doctor** means A medical practitioner who is registered or licensed to practice in Australia, who is acting within the scope of their registration pursuant to the laws where the medical practitioner is registered, other than:

1. the **Insured**;
2. the **Covered Person**;
3. a close relative or immediate **Family** member of the **Covered Person**; or
4. an **Employee** of the **Insured**.

**Excess Period** means The period of time following an **Injury** or onset of **Illness** giving rise to a claim under this **Section** during and for which no benefits are payable as specified in the **Schedule**.

**Fingers, Thumbs or Toes** means the digits of a hand or foot.

**Foot** means the entire foot below the ankle.

**Hairline Fracture** means cracks in the bone.

**Hand** means the entire hand below the wrist.

**Illness** means Any illness, sickness, or disease, which is not an injury, which manifests itself solely, directly and independently of any other cause or condition (including but not limited to any **Injury** or **Pre-Existing Condition**, disease, congenital or degenerative condition) which existed prior to the **Policy Period**.

The **Illness** must continue for a period of not less than seven (7) days from the date the **Illness** first manifested itself.

For the purposes of this definition and the **Policy** an **Illness** first manifests itself on the earlier of the date:

1. **Your Doctor** reasonably diagnoses as the most likely date the **Illness** or symptoms of the **Illness**, first occurred or manifested, whichever is the earlier;
2. **Our Doctor** reasonably diagnoses as the most likely date the **Illness** or symptoms of the **Illness**, first occurred or manifested, whichever is the earlier;
3. **You** first became aware of the **Illness** or symptoms of the **Illness**, whichever is the earlier;
4. a reasonable person in the circumstances would have been aware of the **Illness** or symptoms of the **Illness**, whichever is the earlier;
5. **You** first received medical treatment for the **Illness** or symptoms of the **Illness**, whichever is the earlier; or
6. the **Illness** or symptoms of the **Illness**, were first diagnosed by a **Doctor**, whichever is the earlier.

**Illness** does not mean **Injury** or any **Pre-Existing Medical Condition**.

**Injury** means an identifiable physical bodily injury to a **Covered Person** resulting solely and directly from an **Accident**, and independent of any other cause, that occurs fortuitously during the **Policy Period** which results in any of the **Covered Events**.

**Injury** does not include:

1. **Illness** as defined or a condition ordinarily described as being an **Illness**;
2. any consequences of an **Injury** which are ordinarily described as being a disease including but not limited to any congenital condition, heart condition, stroke or any form of cancer;
3. an aggravation of a condition which existed before the start of the **Policy Period**;
4. any other **Pre-Existing Condition**; and
5. any degenerative or congenital condition.

**Limb** means the entire limb of the arm or the leg between the shoulder and the wrist or between the hip and the ankle.

**Loss** means **Permanent** physical severance, loss of use, or loss of ability caused by **Injury**.

**Other Fracture** means any fracture other than a **Complete Fracture**, **Simple Fracture** or **Hairline Fracture**.

**Paraplegia** means the **Permanent** loss of use of both legs and the **Permanent**

loss of use of the whole of or part of the lower half of the body.

**Partial Disablement** means the inability of a **Covered Person** to engage in a substantial part of their usual occupation or business duties, while they are under the regular care of and acting in accordance with the instructions or advice of a **Doctor**.

**Simple Fracture** means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a **Doctor** requires minimal and uncomplicated medical treatment.

**Permanent** means beyond hope of improvement after having lasted 12 consecutive months from the date of the **Injury**.

Whether a condition of the **Covered Person** is **Permanent** is based on the opinion of a **Doctor**.

**Pre-Existing Medical Condition** means

1. any physical defect, condition, illness or disease for which treatment, medication or advice, including advice for treatment, has been received or prescribed by a **Doctor** in the twelve (12) months immediately prior to becoming a **Covered Person** under the **Policy**; or
2. a condition, the manifestation of symptoms of which a reasonable person in the circumstances would be expected to be aware of in the twelve (12) months immediately prior to becoming a **Covered Person** under the **Policy**.

**Prime Benefit** means the amount specified in the **Schedule** as the '**Prime Benefit Sum Insured**' under **Section 5**, which is applicable to calculation of **Benefits** paid for **Covered Events 1**, and **2**.

**Quadriplegia** means the **Permanent** loss of use of both arms and both legs

**Reduction in Whole Bodily Function** means the percentage of reduction in whole bodily function as certified by no fewer than 3 **Doctors** one of whom will be the **Covered Person's** treating **Doctor** and the remaining 2 will be appointed by **Us**.

**Total Disablement** means the complete inability of a **Covered Person** to engage in all of their usual occupation or business duties, while they are under the regular care of and acting in accordance with the instructions or advice of a **Doctor**.

**Weekly Benefit** means the amount specified in the **Schedule** as the '**Weekly Benefit**' under **Section 5**, which is applicable to calculation of **Benefits** paid for **Covered Events 3** and **4**.

### 3.0 Basis of Settlement & Limit of Liability

If a **Covered Person** has a valid claim under this **Section**, **We** will settle the claim on the basis set out below and per the **Limit of Liability** described.

**Benefit**  
**We** will pay the **Benefit**.

**Excess Period**  
**We** will not pay any benefits under this **Section** for **Injury** or **Illness** during or arising during the **Excess Period**.

## Limit of Liability

1. If a **Covered Person** becomes entitled to a **Benefit** under more than one **Covered Event** resulting from the same **Injury**, **We** will not pay:
  - a. for any **Covered Event** if it is included in any other **Covered Event** for which a greater amount of **Benefit** is payable, or
  - b. in total, more than the **Prime Benefit**.
2. **We** will not pay a **Benefit**
  - a. for the same **Covered Person** after a **Benefit** has been received under **Covered Events** 1 or, 2;
  - b. for **Weekly Benefits** under **Covered Events** 3 and 4:
    - i. for a total period exceeding 104 weeks as a result of any single **Injury** or **Illness**;
    - ii. in respect of the same period of time; or
    - iii. for any amount exceeding 85% of the **Covered Person's Average Weekly Earnings** not replaced from any other source, or
    - iv. for any period prior to the **Covered Person** receiving medical advice from a registered medical practitioner,
3. The **Weekly Benefits** for **Covered Events** 3 and 4 are in addition to the **Prime Benefits** for **Covered Events** 1, and 2, if selected by **You** and specified in the **Schedule**.
4. The total **Limit of Liability** in the aggregate for any one **Policy Period** is \$1,000,000.

## Workers Compensation

The total amount of a **Benefit** payable for **Weekly Benefits** in **Covered Events** 3, and 4 will be reduced by the amount of weekly compensation payable to the **Covered Person** for the same **Injury** or **Illness** pursuant to the provisions of workers' compensation or similar legislation.

## 4.0 Exclusions Applicable To Section 5

In addition to the general exclusions applicable to all **Sections** of the **Policy**, **We** do not insure **You** under this **Section 5** for **Injury** or **Illness** arising out of or in connection with or in the following circumstances:

### 4.01 Suicide

**We** will not pay for **Injury** or **Illness** caused directly or indirectly by, or attributable to a deliberate self-inflicted injury or suicide.

### 4.02 Venereal disease

**We** will not pay for **Injury** or **Illness** caused directly or indirectly by, or attributable to venereal disease or the contraction or complications of any sexually transmitted disease, other than syphilis technica.

### 4.03 HIV or AIDS

**We** will not pay for **Injury** or **Illness** caused directly or indirectly by, or attributable to infection with Human Immunodeficiency Virus (HIV) or variants including Auto Acquired Immune Deficiency Syndrome (AIDS) or any **Illness** which is caused by or made more likely by the contraction of HIV or its variants and AIDS Related Complex (ARC).

### 4.04 Hernia

**We** will not pay for **Injury** or **Illness** caused directly or indirectly by, or attributable to hernia however caused,

except where the **Covered Person** is insured for both **Injury** and **Illness**.

### 4.05 Alcohol or Drugs

**We** will not pay for **Injury** or **Illness** caused directly or indirectly by, or attributable to the **Covered Person** being:

- a. under the influence of an intoxicating liquor or drug, other than a drug taken or administered by, or in accordance with, the advice of a registered medical practitioner, or
- b. addicted to intoxicating liquor, or drugs.

### 4.06 Riot, Malicious Act or Criminal Act

**We** will not pay for **Injury** or **Illness** caused directly or indirectly or attributable to or consequential upon the **Covered Person**:

- a. taking part in a riot or civil commotion;
- b. acting maliciously, or
- c. taking part in any criminal activity.

### 4.07 Aerial Activities

**We** will not pay for **Injury** or **Illness** caused directly or indirectly or attributable to or consequential upon the **Covered Person** engaging in any form of aerial flight or aerial activities, except if the **Covered Person** travels by air as a passenger in an **Aircraft** that is authorised to fly under any legislation that relates to the safety of **Aircraft**.

### 4.08 Sports or Motor Cycling

**We** will not pay for **Injury** or **Illness** caused directly or indirectly by, or attributable to the **Covered Person** engaging in:

- a. any amateur or professional sport, including but not limited to:
  - i. football of any code;
  - ii. polo, polocrosse, boxing, kickboxing, wrestling, racing of any kind (other than on foot), underwater activities (involving artificial breathing methods), snow or ice sports, ski-jumping either water or snow, pot holing, bungee jumping, mountaineering or rock climbing, abseiling, hang-gliding, paragliding, or parachuting of any kind
- b. water skiing or riding on a flotation device being towed by a boat,
- c. motorcycling as passenger or driver, unless:
  - i. the motorcycle is being so used in connection with the business of working on a farming or pastoral property and has an engine capacity of not more than 400 cubic centimetres.

### 4.09 Pre-Existing and Excluded Conditions

**We** will not pay for **Injury**:

- a. for or arising out of or in any way connected with a **Pre-Existing Condition** or any **Excluded Condition** specified in the **Schedule**;
- b. beyond the usual time determined by a registered medical practitioner that the **Covered Person** should have recovered from the **Injury** if recovery had not been hindered by the **Pre-Existing Condition** or **Excluded Condition**; or

- c. which would not have incapacitated the **Covered Person** but for the **Pre-Existing Condition** or **Excluded Condition**.

#### 4.10 Excluded Illness

We will not pay for any:

- a. **Pre-Existing Illness** specified in the **Schedule**, or
- b. **Illness** existing at, or contracted within 28 days after, the commencement of insurance under **Covered Event 4**.

#### 4.11 Pre-Existing Medical Condition

We will not pay for any **Pre-Existing Medical Condition**.

#### 4.12 Accident and Illness Age Limit

We do not insure any person under this **Section 5** who is under 18 or over 65 years of age on the date this **Policy** commences.

#### 4.13 Stress or Psychiatric Condition

We will not pay for any **Injury** or **Illness** arising out of or in connection with a **Covered Person** suffering from any stress or psychiatric condition including but not limited to depression, anxiety, neurosis, psychosis, mental or emotional stress, physical fatigue, mental disease or associated disorders.

#### 4.14 Other Payments

We will not pay for any **Injury** or **Illness** to the extent that a **Covered Person** is covered by:

- a. Medicare;
- b. any workers compensation legislation;
- c. any transport accident legislation;
- d. any common law entitlement;
- e. any government sponsored fund, plan or medical benefit scheme; or
- f. any other insurance policy required to be effected by or under law;

#### 4.15 Pregnancy or Childbirth

We will not pay for an **Injury** or **Illness** resulting in a claim under **Covered Events 3**, or **4**, arising out of or in connection with pregnancy or childbirth (except for an **Injury** arising from an unexpected medical complications of emergencies arising therefrom).

## 5.0 Conditions Applicable To Section 5

In addition to the general conditions applying to all **Sections**, the following conditions apply to **Section 5**.

Failure to follow these conditions may result in **Us** reducing or suspending **Our** liability under the **Policy** to the extent to which **We** have suffered any prejudice due to such failure.

#### 5.01 Medical Consultation

1. The **Covered Person** must, as soon as reasonably practicable after the happening of any **Injury** or the first date of treatment for or advice in relation to any **Illness** giving rise to a claim under the **Policy**, obtain and follow medical treatment and advice from a **Doctor**.

2. **You** must supply, at **Your** expense, all certificates and information reasonably required by **Us** and in a form acceptable to **Us** in relation to the **Covered Person**. **We** will only request information relevant to handling **Your** claim and will explain why the information, documents and help is required.
3. the **Covered Person** must comply with all reasonable requests by **Us** to undergo any medical examination as often as is reasonably required and at **Our** expense.

#### 5.02 Post mortem

In the event of the death of the **Covered Person** **We** may order a post mortem examination at **Our** expense.

#### 5.03 Alteration to the Risk

**You** must give written notice as soon as reasonably practicable to **Us** of any change in the occupation of any **Covered Person** and pay any additional premium that may be required by **Us**.

1. As a result of the change;
  - a. where the change reduces the risk **We** insure **You** for, **We** will repay to **You** a portion of the premium paid;
  - b. where the change increases the risk **We** insure **You** for, **We** may refuse to pay a claim in whole or in part or cancel the **Policy** in its entirety.

It is important for **You** to know that **We** may make changes to this **Policy** as a result of a change in the occupation of a **Covered Person**. When there is a change, **We** will inform **You**.

2. If after the commencement of this **Policy** Section any **Covered Person** is affected by any disease or physical defect or infirmity of which **You** become aware, **You** must give written notice to **Us** prior to the next renewal date detailing the circumstances of the change.

#### 5.04 Additional Accident and Illness Insurance

**You** must give written notice to **Us** as soon as reasonably practicable of any other policy of insurance which **You** have, or become aware of, against accident, disease, **Injury** or **Illness**, effected by or on behalf of a **Covered Person**.

#### 5.05 Age Limitations

Any **Covered Person** must be over 18 and under 65 years of age on the date this **Policy** commences.

## 6.0 Claims Procedures

1. **You** must tell **Us** in writing as soon as reasonably practicable after the **Covered Person** suffers any **Injury** or **Illness** that may result in a claim.
2. **You** must pay the cost, if any, of certificates, reports or other evidence that **We** may require, except as noted under special conditions 2 - Post mortem.
3. Our claim forms include certificates of incapacity to be filled in on behalf of the **Covered Person**. **We** will only consider an initial certificate of incapacity from a medical practitioner. **We** may require additional supporting proof if **You** are claiming for any period of incapacity before the date on which the initial certificate was issued. **We** will tell **You** if **We** need **You** to provide any other specific information.
4. **We** will consider certificates of continuing incapacity from a medical practitioner or from a registered physiotherapist, registered chiropractor or register

osteopath if appropriate to the **Covered Person's Injury or Illness**.

5. **You** must ensure the **Covered Person** is available as required for examination by any medical practitioners chosen by **Us**. **We** will pay for the examinations **We** require.

Please also refer to the claims procedures in the general conditions of the general provisions section of this **Policy** for details of **Your** obligations in the event of a claim.

## 7.0 Additional Benefits Applicable to Section 5

If **We** have paid a **Benefit** under this **Section** for **Covered Events 1a – 1l**, then the following Extensions apply in respect of the **Covered Person**:

### 7.01 Rehabilitation Costs

If **We** have paid a **Benefit** for **Covered Events 1b – 1l**, then **We** will pay up to a total of \$10,000 for the **Covered Person**, for the costs incurred by the **Covered Person** to:

- a. undergo a rehabilitation program;
- b. acquire necessary equipment;
- c. modify their home or car

This additional benefit does not cover any hospital treatment or ancillary health benefits as set out in the *National Health Act 1953*.

### 7.02 Unexpired Membership Benefit

If a **Doctor** certifies that the relevant **Injury** prevents the **Covered Person** from continuing their participation in any sport or gym activity for which they have pre-paid a membership, association or registration fee, then **We** will pay the **Covered Person** a pro-rata refund of such fees paid for the current season or membership period or period of time certified by the **Doctor**, up to \$1,500 against Unexpired Membership Benefit.

### 7.03 Funeral Expenses

If during the **Policy Period** and whilst the person is a **Covered Person**, the **Covered Person** suffers an **Accidental Death** **We** will reimburse **You** or the estate or **Family** of the **Covered Person** (whoever paid the expenses) up to \$10,000 against funeral expenses for:

- a. all reasonable funeral, burial or cremation and associated expenses; or
- b. all reasonable expenses incurred in transporting the **Covered Person's** body or ashes to a place nominated by the legal representative of the **Covered Person's** estate.

### 7.04 Disappearance

If during the **Policy Period** and while the person is a **Covered Person**, the **Covered Person** disappears in connection with the sinking, disappearance or wrecking of the conveyance in which the **Covered Person** was an occupant and the **Covered Person's** body has not been found within 12 calendar months after the date of the disappearance, then the **Covered Person** will be deemed to have died as a result of an **Injury** at the time of their disappearance.

Where the Death **Benefit** in the Table of **Covered Events (Covered Event 1a)** is payable because of a disappearance, **We** will only pay that **Benefit** after **You** or the legal

representatives of the **Covered Person's** estate has given **Us** a signed undertaking that the **Benefit** will be repaid to **Us** if, after **Our** payment, it is found that the **Covered Person** is found alive or did not die as a result of an **Injury**.

### 7.05 Exposure

If the **Covered Person** is exposed to the elements as a result of an **Accident** and as a result suffers a condition for which a **Benefit** is payable within 12 months of the exposure, such condition will be treated as though it was an **Injury**.

### 7.06 Guaranteed Payment

If during the **Policy Period** and whilst the person is a **Covered Person**, the **Covered Person** sustains an **Injury or Illness** for which a **Weekly Benefit** is payable under **Covered Events 3a or 4**, provided that medical evidence is presented from a **Doctor** certifying that the total period of **Temporary Total Disablement** will be a minimum of 26 continuous weeks, and **We** agree with this certification, **We** will pay at the time of first payment 12 weeks of **Weekly Benefits**. Note that any guaranteed payment under this extension shall still not exceed the total maximum benefit period described in the **Limit of Liability** paragraph above.

## SECTION 6 - MOBILE PLANT

### Introduction

This **Policy Section** only forms part of **Your Policy** when a **Limit of Liability** or **Sum Insured** is shown in the **Policy Schedule**.

If so, this **Section 6** must be read together with the general definitions, general exclusions, general conditions and all other general terms, conditions and provisions of the **Policy**.

### 1.0 Cover

We will cover **You** against **Damage** to **Items of Insured Mobile Plant** and **Listed Attachments** as specified in the **Schedule**, caused by an **Event** occurring during the **Policy Period** within the **Territorial Limits** up to the **Sum Insured** and in accordance with the **Limit of Liability** and **Basis of Settlement**.

### 2.0 Definitions Applicable to Section 6

For purposes of this **Section 6** of the **Policy**, the following definitions will apply:

**Accessories, Tools & Spare Parts** means the equipment, accessories, tools and spare parts supplied as standard inclusions with the **Mobile Plant** when new.

**Attachment** means any device attachable to or detachable from **Mobile Plant**, which when attached, is intended to enable the **Mobile Plant** to perform additional functions or increase its operational capacity.

**Breakdown** means the sudden and unforeseen breakage, failure, derangement or cessation of normal functioning of **Insured Mobile Plant** which:

1. occurs while the **Insured Mobile Plant** is in normal use;
2. is caused by or results from a fault or defect of or within a mechanical, electrical or electronic part of the **Insured Mobile Plant** (including but not limited to breaking, rupturing, bursting, cracking, burning or seizing of the part) that is not caused by anything external to the part; and
3. requires repair or replacement of the faulty or defective part before the **Insured Mobile Plant** can resume normal functioning.

**Breakdown** includes **Damage** caused by any failure to maintain **Insured Mobile Plant** in accordance with the manufacturer's recommendations.

**Damage Waiver** means a term in a hire agreement for an **Item of Insured Mobile Plant** that removes or restricts rights of recovery against the hirer in respect of loss or damage to the **Insured Mobile Plant**.

**Dry Hire** means the hiring out by **You** of an **Item of Insured Mobile Plant** without an **Operator** provided by **You**.

**Hired In Mobile Plant** means item(s) of **Mobile Plant** hired in by **You** without an **Operator** for use in the **Business**.

**Increased Cost of Working** means the additional expenditure necessarily and reasonably incurred for the sole purpose of minimising interruption to the **Business** affected by **Damage** to an **Item of Insured Mobile Plant**.

**Insured Mobile Plant** means **Items of Your Mobile Plant** specified in the **Schedule** for this **Section 6**.

**Listed Attachment** means any **Attachment** to the **Items of Insured Mobile Plant** specified in the **Schedule** provided that such **Attachment**:

1. is specified in the **Schedule** with the **Item of Insured Mobile Plant**; and
2. the value of the **Attachment** is included within the **Sum Insured** for that **Item of Insured Mobile Plant**.

**Operator** means any person operating, driving or in charge of an **Item of Insured Mobile Plant**.

**Total Loss** means the **Item of Insured Mobile Plant** has suffered **Damage** that is beyond economical repair.

### 3.0 Basis of Settlement and Excess

1. In respect to a claim for **Damage** or **Total Loss** to **Insured Mobile Plant**:
  - a. If the **Item of Insured Mobile Plant** is under 24 months of age from the date of original commissioning when new, the maximum amount, after deducting the **Excess**, that **We** will pay to **You** in respect of any one loss or series of losses arising out of one **Event** is the lesser of:
    - i. the reasonable cost of repairing or replacing the **Item of Insured Mobile Plant** to a condition, which is equal to, but not better or more extensive than when new; or
    - ii. the replacement value of the **Item of Insured Mobile Plant** to a condition which is equal to, but not better or more extensive than when new; or
    - iii. the **Sum Insured** applicable to that **Item** specified in the **Schedule**
  - b. If the **Item of Insured Mobile Plant** is 24 months of age or older from the date of original commissioning when new, the maximum amount, after deducting the **Excess**, that **We** will pay to **You** in respect of any one loss or series of losses arising out of one **Event** is the lesser of:
    - i. the reasonable cost of repairing or replacing the **Item of Insured Mobile Plant** to a condition which is equal to the condition immediately prior to the **Damage**; or
    - ii. the replacement value of the **Item of Insured Mobile Plant** to a condition which is equal to the condition immediately prior to the **Damage**; or
    - iii. the **Sum Insured** applicable to that **Item** specified in the **Schedule**; or
    - iv. the **Market Value**
2. When **Damage** occurs to a **Listed Attachment** to an **Item of Insured Mobile Plant** which:
  - a. is part of a set, **We** will only pay for the reasonable cost of:
    - i. repairing or replacing the **Listed Attachment** itself; or

- ii. repair or replacement of the proportion of the set which is Damaged, notwithstanding that the set is less valuable by reason of it being incomplete.
- 3. If an **Item of Insured Mobile Plant** suffers a **Total Loss**, but its **Attachments or Accessories, Tools & Spare Parts** are not damaged, but are rendered superfluous, then **We** may treat such **Attachments or Accessories, Tools & Spare Parts** as having been **Damaged** and their salvage value shall be payable to **Us** upon completion of sale or shall be deducted from the final amount of any monies payable by **Us** for any claim under this **Policy**, whichever shall occur later.

### Excess

The amount that **We** pay in relation to **Your** claim will be reduced by the amount of any applicable **Excess(es)**.

Otherwise, **You** must pay the amount shown in the **Schedule** as the **Excess** payable in respect of the applicable **Mobile Plant** cover for each loss or series of losses arising from one **Event** when a claim is accepted by **Us** under **Section 6**.

The **Excess** payable will be double the **Excess** shown in the **Schedule** where **Insured Mobile Plant** is driven or operated by, or in the charge of a person

- 1. under 23 years of age; or
- 2. who has less than 2 years experience with such **Mobile Plant**

## 4.0 Exclusions Applicable to Section 6

In addition to the general exclusions applying to all **Sections**, under **Section 6**, **We** will not pay for **Damage**, loss or liability arising directly or indirectly out of or in any way connected with:

### 4.01 Other Property

- a. any **Insured Property** under **Section 2** (General Property);
- b. any **Insured Property** that would or could be insured under **Section 2** (General Property) if **You** had selected that cover;

### 4.02 Vehicles

any **Vehicles** other than the **Insured Mobile Plant** specified in the **Schedule** for purposes of cover under this **Section 6**;

### 4.03 Fault or Defects

- a. faults or defects known to **You** at or before the time **You** enter into the **Policy** that were not disclosed to and accepted by **Us**;
- b. any fault in, or failure of, the design or specification of the **Mobile Plant** provided that this exclusion does not apply to:
  - i. any **Damage** resulting from such fault or failure; or
  - ii. any liability arising from such fault or failure.

### 4.04 Wear and Tear, Deterioration and Lack of Maintenance

wear and tear, corrosion, rust or oxidation, fading, chipping, scratching, denting, rubbing, scuffing or marring, mildew, mould, contamination, disease, wet or dry rot, change of colour, oxidation, evaporation, dampness of atmosphere or

variations in temperature, gradual corrosion or gradual deterioration or developing flaws, deterioration due to:

- a. lack of use; or
- b. being left in the **Open Air**; or
- c. normal upkeep or making good; or
- d. lack of maintenance, including fatigue, lack of lubricant, lack of coolant, incorrect lubricant, incorrect coolant or electrical failure or any other failure to keep any **Insured Mobile Plant** in good repair.

This includes when damage to the **Insured Mobile Plant** is caused by light, air, sand, the climate (which includes wind or rain) or the passage of time.

### 4.05 Provisional Repairs

the cost of any provisional repairs unless such repairs constitute part of the final repairs and do not increase the total repair cost;

### 4.06 Undisclosed Alterations

the cost of any alterations, additions or improvements carried out to **Insured Mobile Plant** during repair not declared to, nor agreed to by **Us**.

### 4.07 Illegal Alterations or Modifications

**Items** being operated with illegal alterations or modifications such that the **Item** does not comply with

- a. the *Road Vehicle Standards Act 2018 (Cth)*, or any amended or replacement act, and the regulations made thereunder; or
- b. the Australian Standards; or
- c. The Australian Design Rules; or
- d. The manufacturers standard design.

### 4.08 Breakdown

- a. overwinding, mechanical, hydraulic, electrical or electronic breakdown;
- b. the cost of repairs or replacement of any part of an **Item of Insured Mobile Plant**:
  - i. that has caused or resulted in **Breakdown** of the **Item of Insured Mobile Plant** or has otherwise failed or been damaged or destroyed as a result of a fault or defect within that part without any direct or indirect cause external to the part; or
  - ii. that has been damaged or destroyed by lack of, defectiveness in, burning or freezing of any coolant, lubricant or any dry or liquid substance required for the working of that part; or
  - iii. being an internal combustion engine that has exploded or boiler or other pressure vessel that has burst under internal pressure.
- c. the cost of repair or replacement of any part of an **Item of Insured Mobile Plant** that incorporates, is incorporated in or is directly associated with a part referred to in exclusions 4.08 b i to iii. as a result of a failure, damage, destruction, explosion or bursting referred to in exclusions 4.08 b i to iii.

### 4.09 Replaceable Parts

the cost of replaceable parts of an **Item of Insured Mobile Plant** such as bits, drills, knives, discs or other cutting edges, blades, dies, moulds, patterns, hammers, pulverizing and crushing surfaces, screens and sieves, belts, chains elevator and conveyor bands, batteries, tyres, electrical connecting wires and cables, flexible pipes,



jointing and any packing material which is regularly replaced unless damaged as a result of an **Event** covered under this **Section**.

#### 4.10 Damage to Ropes, Chains or Cables

**Damage** to any ropes, chains or cables, that forms part of an **Item of Insured Mobile Plant** that is used as a crane or lifting device, unless such **Damage** arises out of an **Event** for which cover is provided under this **Policy** to other parts of the **Insured Mobile Plant**.

#### 4.11 Damage to Tyres

tyres or rubber tracks, caused by brake application, road use, cuts, punctures, ruptures, bursts, blowouts or shredding of tread, unless such **Damage** arises out of an **Event** for which cover is provided under this **Policy** to other parts of the **Insured Mobile Plant**.

#### 4.12 Dry Hire

**Damage** to any **Item of Insured Mobile Plant** while on **Dry Hire**, except to the extent cover is provided under Additional Benefit 5.05 - **Dry Hire**.

#### 4.13 Underground

**Damage** to any **Item of Insured Mobile Plant** which is working underground. However, this exclusion does not apply to an **Item of Insured Mobile Plant** while:

- a. travelling in a completed tunnel that is a public road; or
- b. working in:
  - i. an open pit regardless of whether or not the bottom of the pit is below ground or sea level; or
  - ii. a completed or partially completed structure, which provides a completed support structure above the working area.

#### 4.14 Unsafe or Unroadworthy

an **Item of Insured Mobile Plant** being used in an unsafe or unroadworthy condition unless such condition could not reasonably be detected by **You**.

#### 4.15 Immersion in Tidal Waters

total or partial immersion of **Insured Mobile Plant** in tidal waters. However, this exclusion does not apply to **Damage** caused by **Flood**, if Optional Cover 1 – **Flood** is selected and shown on the **Schedule**.

#### 4.16 Testing of Mobile Plant

**Insured Mobile Plant** undergoing a test of any kind, including imposing abnormal conditions; or being used in any manner or for any purpose other than that for which it was designed and this contributed to the **Damage**.

#### 4.17 Setting of Concrete or Bitumen

any concrete agitator, barrel, bowl or pump and/or its fittings caused by, or arising from the hardening or setting of concrete or bitumen.

#### 4.18 Unlicensed Operators

**Insured Mobile Plant**, at the time of an **Event**, being driven by, operated by or in the charge of a person who is not authorised, licensed or trained to operate the **Item** under any relevant law. However, this exclusion will not apply where the **Item of Insured Mobile Plant** has been stolen by a person without **Your** knowledge or consent.

#### 4.19 Lifting Conditions

**Insured Mobile Plant** being used as a crane or lifting device and:

- a. being operated by any person:
  - i. in contravention of any applicable statutory requirement, with **Your** knowledge or the knowledge of any of **Your** agents or **Employees**;
  - ii. who was untrained or unqualified to operate the lifting device; or
- b. in contravention of any applicable statutory requirements; or
- c. in excess of the safe working load specified by any relevant statutory authority or manufacturer's specification; or
- d. in breach of any recommended manufacturers' use guidelines.

#### 4.20 Multiple/ Dual Lift

**Damage** to any crane or lifting device while in use for any raising, carrying or lowering operation in which a load is shared or rigged for sharing with any other lifting device.

#### 4.21 Parts below the Rotary Table

**Damage** to or costs associated with searching for, locating or recovering any drill bits, augers, strings and the like damaged below any rotary table.

#### 4.22 Work On or Around Barges

any **Item of Insured Mobile Plant** which is located and/or operated on any barge, including while undergoing any loading or unloading operations.

#### 4.23 Legal Liability

legal liability of any kind;

#### 4.24 Prototypes or Mobile Plant Not Fully Commissioned

**Insured Mobile Plant** that:

- a. is a prototype or undergoing development; or
- b. has not been fully commissioned as a fully operational item.

#### 4.25 Unlawful Use

**Insured Mobile Plant** being used for an unlawful purpose.

#### 4.26 Perils within the First 72 Hours

bushfire, grassfire, **Storm** or **Flood** within 72 of the start of the **Policy** unless the **Policy** starts on the same day that:

- a. **You** purchased the **Insured Mobile Plant**;
- b. another insurance policy covering the **Insured Mobile Plant** expired and in that instance, **We** will pay only up to the lesser of the **Sum Insured** under this **Policy** and relevant sum insured under the expired policy.

#### 4.27 Vermin and animals

the actions of:

- a. birds, vermin, moths, termites or other pests; or
- b. pets or other animals;

However if such actions directly cause an **Event** otherwise covered in this **Section 6** (for instance fire or broken glass), **We** will pay for the **Damage** resulting from that **Event**;

#### 4.28 Faulty Doors and Catches

**Damaged** or faulty doors, lids, catches, latches, locks or any door, lid, closing or securing mechanism or device.

#### 4.29 Consequential Loss

**Consequential Loss** of any kind other than as expressly specified in this **Section**.

#### 4.30 Cost of complying with statutory authorities

any additional cost of complying with the requirements of any statutory authority with which **You** had been required to comply before the **Damage to Insured Mobile Plant** occurred.

#### 4.31 Property Cyber and Data

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, and further to exclusions 10 and 12 in the General Exclusions, this **Policy** excludes any:

- a. **Cyber Loss**, unless subject to the provisions of paragraph b below;
  - i. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph c below;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- b. Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, this **Policy** covers physical loss or physical damage to property insured under this **Policy** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
- c. Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, should **Data Processing Media** owned or operated by **You** suffer physical loss or physical damage insured by this **Policy**, then this **Policy** will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this **Policy** excludes any amount pertaining to the value of such **Data**, to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled.
- d. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- e. This exclusion supersedes and, if in conflict with any other wording in the **Policy** or any endorsement thereto having a bearing on **Cyber Loss**, **Data** or **Data Processing Media**, replaces that wording.

## 5.0 Additional Benefits to Section 6

The following additional benefits apply only to this cover for **Damage to Insured Mobile Plant**.

If **You** have selected cover under this **Section 6**, **We** will pay the following additional benefits on the basis set out below or as otherwise shown in the **Schedule**.

These additional benefits are subject to all other terms, conditions and exclusions of this **Policy**.

### 5.01 Accessories, Tools & Spare Parts

Where a claim for **Damage to Insured Mobile Plant** is accepted by **Us**, **We** will pay for **Damage** to any **Accessories, Tools** or **Spare Parts** that were attached to or within the **Insured Mobile Plant** at the time of **Damage** and not otherwise specified in the **Schedule**.

The maximum **We** will pay under this additional benefit is \$10,000 in any one **Policy Period**.

### 5.02 Appreciation

**We** will increase the **Sum Insured** for an **Item** of **Insured Mobile Plant** by the amount of any appreciation in the **Market Value** of the **Item** during the **Policy Period**, to the date of **Damage**.

**We** will not increase the **Sum Insured** under this additional benefit by more than 25% of the **Sum Insured** specified at the commencement of the **Policy Period**.

In the event that the appreciation during the **Policy Period** exceeds 25% of the **Sum Insured**, **Our** liability under this additional benefit will be limited to 25% of the **Sum Insured**.

Any appreciated value payable under this additional benefit is subject to payment of an additional premium by **You**, as calculated by **Us** which will be based on the increased **Sum Insured** for the **Item** of **Insured Mobile Plant** in question.

### 5.03 Damage to Goods Lifted

**We** will cover **Damage to Property in Your Care, Custody or Control** occurring during the **Policy Period** while any such **Property in Your Care, Custody or Control** is being suspended from, lifted or lowered by an **Item** of **Insured Mobile Plant** being used as a crane or a lifting device.

**We** will not cover **Damage to Property in Your Care, Custody or Control** caused by or arising from any fault in or fragility of such property or its container or packaging, or where such property was not prepared for lifting/lowering or positioned in accordance with safe working practice.

The maximum **We** will pay under this additional benefit is \$50,000 in the aggregate during the **Policy Period**.

An **Excess** of \$1,000 applies to each and every claim under this additional benefit.

### 5.04 Deemed Total Loss

When an **Item** of **Insured Mobile Plant** or any part of it is reasonably abandoned because:

- a. its actual **Total Loss** seems unavoidable; or
- b. it could not be preserved from actual **Total Loss** without an expenditure which would exceed its repaired and/or recovered value,

then **We** may deem such **Damage** to be a **Total Loss** for the purposes of the **Basis of Settlement**.

Under this additional benefit, **We** will also reimburse **You** for all costs **You** reasonably incur in attempting to preserve the **Insured Mobile Plant**, or any part of it from actual **Total Loss**, up to a maximum of \$50,000.

### 5.05 Dry Hire

Subject to the terms, conditions, exclusions and **Basis of Settlement** of this **Section 6**, **We** will cover **You** for **Damage** to an **Item of Insured Mobile Plant** on **Dry Hire** occurring during the **Policy Period** within the **Territorial Limits**, provided that:

- a. the hire agreement is in writing and identifies the hirer, the **Item of Insured Mobile Plant**, the hire period and the hire fees;
- b. the hire agreement between **You** and the hirer includes a **Damage Waiver** or requires insurance against damage to be arranged;
- c. the person or company specified as the hirer in the hire agreement is in possession and control of the **Item of Insured Mobile Plant** at the time of the **Damage**;

This additional benefit excludes **Theft** of the **Item** by the hirer or the failure of the hirer to return the **Insured Property** to **You**.

### 5.06 Emergency Repairs

If an **Item of Insured Mobile Plant** is **Damaged**, then **We** will pay up to \$5,000 for temporary repairs without referral to **Us** where such repairs are needed to protect or return the **Insured Mobile Plant** to a place of safety.

### 5.07 Emergency Services & Fire Extinguishment

**We** will pay costs necessarily and reasonably incurred by **You** in order to extinguish any fire that threatens any **Insured Mobile Plant**, including the cost of replenishing firefighting equipment and charges for shutting off the supply of water or any other substance as a result of accidental discharge or escape of such substances from firefighting equipment.

The maximum **We** will pay under this additional benefit is \$2,000.

### 5.08 Emergency Travel Costs

If an **Item of Insured Mobile Plant** suffers **Damage**, then **We** will pay for the reasonable costs of necessary overnight accommodation and return of **Employees** to the point of departure or to **Your/Your Employee's** destination within Australia provided:

- a. the **Item of Insured Mobile Plant** was not more than 100km from the **Situation** or its base of departure at the time of the **Damage**;
- b. the **Item** was being used in connection with the **Business** at the time of the **Damage**;
- c. the costs do not relate to emergency medical transportation or accommodation; and
- d. **You** had not intended to pay for overnight accommodation in any event.

The maximum **We** will pay under this additional benefit is \$5,000.

### 5.09 Expediting Costs

If **We** agree to cover **Damage** to an **Item of Insured Mobile Plant** under this **Section 6**, then **We** will pay the necessary and reasonable additional costs of making temporary repairs or expediting permanent repairs to that **Damaged Insured Mobile Plant**.

Under this additional benefit, additional costs include but are not limited to: overtime, shift work, night work, work on a weekend or public holiday, express freight by road, train or air by a recognised scheduled flight.

The maximum **We** will pay under this additional benefit is:

- a. 50% of the normal repair cost of the **Damage**; or
- b. \$20,000,

whichever is the lesser.

### 5.10 Finance Payout Protection

**We** will pay up to 25% of the **Sum Insured** towards the discharge of **Your** obligations under a finance agreement if:

- a. the **Item of Insured Mobile Plant** suffers **Damage** resulting in **Total Loss** which is covered under this **Section 6**; and
- b. the lease/finance agreement payout exceeds the **Sum Insured** or current **Market Value** of the **Item of Insured Mobile Plant**, whichever is the lesser.

The amount payable under this additional benefit will be reduced by any:

- a. payments and interest in arrears at the time of **Damage** to the **Insured Mobile Plant**;
- b. discounts in respect of finance discharge, including interest for the unexpired term of the agreement;

**We** will pay the benefits under this additional benefit in addition to, and not part of the **Sum Insured** or **Market Value** (as applicable) of the **Item of Insured Mobile Plant** that is a **Total Loss**.

The **Excess** under this additional benefit is 10% of the difference between the **Sum Insured/Market Value** and the amount **You** owe under the finance agreement.

### 5.11 Funeral Expenses

If an **Item of Mobile Plant** suffers **Damage** and as a consequence of that **Damage**, an **Employee** sustains a fatal injury, **We** will pay:

- a. associated reasonable funeral expenses for that deceased **Employee**; and
- b. associated reasonable travel costs within Australia or New Zealand for any members of the deceased **Employee's Family** to attend the funeral.

This additional benefit will not apply if the deceased **Employee** committed suicide.

The maximum **We** will pay under this additional benefit is \$10,000 per **Policy Period**.

If **You** have selected cover under **Section 5** of this **Policy** and the deceased **Employee** is entitled to benefits under Additional Benefit 3 of **Section 5**, then cover under this additional benefit 5.11 will not be available.

### 5.12 Hired in Mobile Plant

Subject to the terms, conditions and exclusions of this **Section 6**, **We** will cover **Damage** to **Hired In Mobile Plant** which is not specified in the **Schedule**, occurring during the **Policy Period** within the **Territorial Limits**, provided that:

- a. **You** are legally responsible for any loss, damage or theft to **Hired In Mobile Plant** under the terms of the hire agreement;
- b. the **Hired In Mobile Plant** is of a similar type, nature and use to the **Insured Mobile Plant** specified in the **Schedule**;
- c. the **Hired In Mobile Plant** does not have any pre-existing faults or defects.

The maximum **We** will pay under this additional benefit is \$50,000 per **Policy Period** for all claims or as specified in the **Schedule**.

An **Excess** of \$1,000 or 1% of the **Market Value** of the **Hired In Mobile Plant** or the amount specified in the **Schedule**, whichever is greatest, will apply.

### 5.13 Immobilised Plant

**We** will pay costs necessarily and reasonably incurred by **You** to recover **Insured Mobile Plant** which has become accidentally immobilised during normal operations, other than by its own explosion or **Breakdown** (including but not limited to **Damage** caused by any failure to maintain the **Insured Mobile Plant** in accordance with the manufacturer's recommendations but not including **Damage** caused by the error or omission of the driver(s) or operator(s) of the **Insured Mobile Plant** other than in respect of failure to maintain) provided that:

- a. the maximum **We** will pay under this additional benefit during any **Policy Period** is \$25,000 or the **Sum Insured** shown in the **Schedule** for the **Item** of **Insured Mobile Plant**, whichever is lesser.
- b. the maximum **We** will pay under this additional benefit in respect of any one recovery of the **Item** of **Insured Mobile Plant** is \$25,000 or the **Sum Insured** shown in the **Schedule** for the **Item** of **Insured Mobile Plant**, whichever is lesser.
- c. **You** must make the recovery attempt within 7 days of the immobilisation.
- d. **We** shall not be liable in respect of **Damage** to the **Item** of **Insured Mobile Plant** or any third-party property occurring in connection with the recovery of such **Insured Mobile Plant**.

### 5.14 Modification For Disablement

If **You** or **Your** Employee **Operator** of an **Item** of **Insured Mobile Plant** is permanently disabled in an **Event** resulting in **Damage** to that **Item** of **Insured Mobile Plant** for which **We** have accepted **Your** claim under this **Section 6**, then **We** will pay the reasonable costs of modifying the **Item** of **Insured Mobile Plant** to enable it to be operated safely.

The maximum **We** will pay under this additional benefit is \$10,000.

### 5.15 Operator Psychological and Trauma Counselling

**We** will pay up to a maximum of \$5,000 for reasonable costs incurred by **You** or **Your** Employees obtaining professional counselling as a result of trauma arising from

an **Event** resulting in **Damage** to an **Item** of **Insured Mobile Plant**.

This additional benefit does not apply to any costs incurred which are covered by Medicare or private health insurance or for which **We** are not permitted by law to provide.

### 5.16 Personal Effects of Employees

**We** will pay for **Damage** to **Personal Effects** of **Employees** of the **Business** occurring as a result of **Damage** to **Insured Mobile Plant** if:

- a. the **Personal Effects** are **Damaged** in the same **Event** that caused **Damage** to the **Insured Mobile Plant**; and
- b. the **Personal Effects** are not owned by the **Business**.
- c. The person to whom the **Personal Effects** belong is not a **Named Insured**;

The maximum **We** will pay under this additional benefit is \$3,000 per any one person in any one **Policy Period**.

If a person is entitled to indemnity under any other policy of insurance effected by them, then cover under this additional benefit will only apply in respect of any amount in excess to that which is covered under the other policy.

### 5.17 Removal of Debris

**We** will pay costs necessarily and reasonably incurred by **You** in the removal, storage and disposal of debris:

- a. which is the remains of any **Damage** to and **Insured Mobile Plant**; or
- b. caused by goods falling from **Insured Mobile Plant**.

The most **We** will pay under this additional benefit is \$50,000 any one **Event**.

**We** will not pay for:

- a. fines and penalties levied against **You** in respect of any debris; or
- b. any damage caused or contributed to by **Your** non-compliance with a relevant Australian Standard.

### 5.18 Removal or Recovery

If an **Item** of **Insured Mobile Plant** is **Damaged**, then **We** will pay the reasonable and necessary cost of protecting, securing, recovering or removing that **Item** to a place of safety or the premises of the nearest repairer or a repairer agreed in writing by **Us** (which agreement will not be unreasonably withheld).

Once repaired, **We** will pay the reasonable cost of delivery of the repaired **Item** of **Insured Mobile Plant** from such premises to the **Situation**.

The maximum **We** will pay under this additional benefit is \$50,000 or 50% of the **Sum Insured** for that **Item**, whichever is lesser.

### 5.19 Replacement of Keys and Locks

Where during a **Policy Period** a key or locks to the **Insured Mobile Plant** are **Damaged**, or there are reasonable grounds to believe they have been stolen or duplicated as a consequence of them being stolen, **We** will pay, at our own option, the reasonable costs of either:

- a. re-keying or re-coding those locks together with replacement keys; or
- b. replacing those locks and keys with locks and keys of a similar type or quality.

We will not make any payment under this extension where keys have been retained, stolen or duplicated by any **Employee** or former **Employee** of the **Business** or by their family or friends.

The benefit under this additional benefit is inclusive of the **Sum Insured**, and the maximum amount that **We** will pay under it is \$5,000 for any one loss or series of losses arising out of one **Event** during the **Policy Period**. This benefit is further limited to \$10,000 in total for any one **Policy Period**.

### 5.20 Signwriting

If **We** have agreed to pay for **Damage** to an **Item** of **Insured Mobile Plant**, then **We** also will pay the reasonable cost of restoring any signwriting, advertising signs and artwork on, in or attaching to the **Item**.

The benefit under this additional benefit is inclusive of the **Sum Insured** for the **Damaged Item**. The maximum **We** will pay under this additional benefit is \$5,000 in any one **Policy Period**.

### 5.21 Substitute Item

If any **Item** of **Insured Mobile Plant** is being serviced, repaired or cannot be used, then any item **You** are using as a substitute will be treated as **Insured Mobile Plant**.

This additional benefit applies only to one substitute item, equivalent in size, function and value, being used at any one time in place of any one **Item** of **Insured Mobile Plant**.

### 5.22 Windscreen

If **Damage** is sustained only to the windscreen of an item of **Insured Mobile Plant** subject to cover under this **Section 6**, then **We** will pay to replace the windscreen without deducting the applicable **Excess**.

This additional benefit is limited to:

- a. a maximum of \$5,000 in total payments in the **Policy Period**;
- b. one **Excess**-free windscreen claim per **Item** of **Insured Mobile Plant** in the **Policy Period**.
- c. a total of 5 **Excess**-free windscreen claims in the **Policy Period**.

### 5.23 Automatic Additions and Deletions

If an item of **Mobile Plant** is purchased whether outright or under a leasing arrangement or other finance agreement by **You** it will be automatically included as **Insured Mobile Plant** provided that:

- a. the value of newly acquired items does not exceed \$100,000; and
- b. such additional Item is of a substantially similar type to the **Items** declared at the commencement of the period of insurance or are otherwise agreed by **Us**; and
- c. such additional Item will be used in similar operations to the existing **Business**; and
- d. **You** provide **Us** with written notice of such purchase whether under finance or not within 30 days of purchase unless otherwise agreed by **Us**; and
- e. the required additional premium is paid.

This additional benefit, excludes **Mobile Plant** which is hired by **You**.

## 6.0 Special Conditions Applicable To Section 6

### 6.01 Jibs/Booms

**You** shall ensure that jibs /booms on cranes or similar lifting appliances are lowered to ground level at the end of each working day and/or when such items are not in use.

### 6.02 Overload Alarms

**You** shall ensure that all cranes are fitted with overload alarm systems and wind speed indicators and that such systems / indicators are maintained in an operational working condition and in use while the **Insured Mobile Plant** is in operation.

### 6.03 Operators

**You** shall ensure that all operators of **Insured Mobile Plant** are licensed to operate such **Insured Mobile Plant** in accordance with statutory requirements.

In areas where there is no statutory requirement, the operators must be competent in using the **Insured Mobile Plant** and have completed **Your** internal training program covering the use and operation of the **Insured Mobile Plant** and this is to be supplied to **Us** upon request.

### 6.04 Special Precautions

**You** shall maintain the **Insured Mobile Plant** in a sound condition and that is fit for the purpose for which it is being used and shall ensure that any **Insured Mobile Plant** requiring inspection or test under any statute or order or regulation shall be so inspected or tested.

### 6.05 Capacity

**You** shall ensure that the **Insured Mobile Plant** is operated within the limits of its capacity. Capacity in relation to **Insured Mobile Plant** is determined by taking into account the following factors:

1. Relevant industry standards; and
2. legislation and regulations; and
3. manufacturers' recommendations, including load limitations and charts.

### 6.06 Configuration

**You** shall ensure that the **Insured Mobile Plant** is operation to a safe and efficient configuration of the **Insured Mobile Plant** as determined by a combination of factors including:

1. the length and angle of any jib or boom;
2. the weight of the load;
3. the distance between the load and the **Mobile Plant**;
4. the nature and incline of the surface on which the machine is standing or resting;
5. the placement and extension of outriggers;
6. the weather conditions;
7. the speed of lifting, lowering, luffing or slewing;
8. counterweighting.

# SECTION 7 – REGISTERED MOBILE PLANT LIABILITY

## Introduction

This **Policy Section** only forms part of **Your Policy** when a **Limit of Liability** or **Sum Insured** is shown in the **Policy Schedule**.

If **You** have selected cover under this **Section 7**, then the **Schedule** additionally will show the specific **Items** of **Registered Insured Mobile Plant** for which cover is provided under this **Section** of the **Policy**.

## 1.0 Cover

**We** will indemnify **You** for all sums which **You** become legally liable to pay as **Compensation** and **Defence Costs and Supplementary Payments** in respect of **Personal Injury** and **Property Damage** resulting from an **Occurrence** within the **Territorial Limits** happening during the **Policy Period** in connection with the use in the **Business** of **Registered Insured Mobile Plant** specified in the **Schedule**.

### 1.02 Defence Costs and Supplementary Payments

If a claim is deemed covered by **Us** under this **Section 7**, **We** will, in addition to the **Limit of Liability**, but subject to a maximum amount equal to that of the **Limit of Liability**, indemnify **You** for **Defence Costs and Supplementary Payments**.

If an amount of **Compensation** in excess of the **Limit of Liability** is required to dispose of a claim, then, the legal costs and expenses paid by **Us** will be in the same proportion as the proportion between the **Compensation** paid by **Us** and the total amount to dispose of the claim.

**We** shall be entitled to, having regard to **Your** interests and acting reasonably, to investigate, negotiate and settle any claim or legal action with full discretion in the conduct of the claim.

## 2.0 Definitions Applicable to Section 7

For purposes of this **Section 7**, the following definitions will apply:

**Australian Dangerous Goods Code** means the edition of the *Australian Code for the Transport of Dangerous Goods by Road and Rail* (or its equivalent) that is current at the time of an **Occurrence** causing **Personal Injury** or **Property Damage**, or any amended, subsequent or replacement legislation.

**Defence Costs and Supplementary Payments** means:

1. all reasonable legal costs and expenses incurred by **You** with **Our** written consent, which will not be unreasonably withheld, in the investigation, defence or settlement of any claim which is covered under **Section 7** of this **Policy**, including any costs and expenses to appeal or defend an appeal in relation to a claim. Even if the allegations of a suit are groundless, false or fraudulent.
2. legal costs incurred by **You** with **Our** written consent, which will not be unreasonably withheld, for representation at any:

- a. coronial inquest or enquiry;
  - b. proceedings in any court or other tribunal which relates to liability insured by this **Policy**;
  - c. royal commission, fatal accident inquiry or other formal enquiry by a lawfully constituted authority established to inquire into the circumstances surrounding any event that could result in a claim that would be covered under this **Policy**.
3. legal costs and expenses incurred by **Us** and all interest accruing after judgment until **We** have paid, tendered or deposited in court such part of the judgment as does not exceed the **Limit of Liability**;
  4. reasonable expenses, other than loss of earnings, incurred in connection with the defence of a claim or legal action with **Our** consent (which will not be unreasonably withheld).
  5. all premiums on appeal bonds and security for costs required in any suit and pay premiums on bonds to release attachments in any suit for an amount not in excess of the applicable **Limit of Liability** of this **Policy**, but **We** shall have no obligation to apply for or furnish any such bonds or security for costs.
  6. reasonable expenses incurred by **You** for first aid to others for **Personal Injury** due to an **Occurrence** during the **Policy Period** and in the use in the **Business** of **Registered Insured Mobile Plant**, except any medical expenses which **We** are prohibited by law from paying.
  7. reasonable expenses incurred by **You** for providing temporary protection to the property of others that has been damaged as a result of an **Occurrence** during the **Policy Period** and in the use in the **Business** of **Registered Insured Mobile Plant**.

**Registered Insured Mobile Plant** means any **Item** of **Insured Mobile Plant** and associated **Attachments** that are registered for public road use and are shown on the **Schedule** in respect of this **Section 7**.

**Used as a Working Tool** means

the use of **Registered Insured Mobile Plant** for any function for which it is designed (other than road transport or use or operation primarily as a Motor **Vehicle**) including but not limited to use for excavating, digging, shovelling, grading, levelling, bulldozing, drilling, lifting, lowering, suspending, carrying (other than road transport), pumping, spraying, discharging, tipping, crushing, chipping, vacuuming, scraping, mixing (other than mixing during road transport), loading and unloading, and the like including the process of setting up for such operations and reverting from such operative format to travel/transit configuration.

It does not include use for:

1. transit to or from a work site (other than moving within a work site); or
2. transport or haulage.

## 3.0 Limit of Liability

**Our** maximum liability in respect of any claim or any series of claims covered under this **Section 7** shall not exceed the Registered Insured Mobile Plant **Limit of Liability** specified in the **Schedule** for any one **Occurrence**.

### Excess

The **Excess(s)** shown in the **Schedule** in relation to this **Section 7** applies to each **Occurrence** and is payable by **You**. Should more than one **Excess** apply per **Occurrence** than only the highest single level of **Excess** shall apply.

## 4.0 Exclusions To Section 7

In addition to the general exclusions applying to all **Sections** of this **Policy**, this **Section 7** does not cover any liability or claims arising directly or indirectly out of:

### 4.01 Used as a Working Tool

the **Registered Insured Mobile Plant** being **Used as a Working Tool**

### 4.02 Excess Passengers

carrying a larger number of passengers than is permitted by law or by the **Registered Insured Mobile Plant's** specifications.

### 4.03 Excess Load

carrying or towing a load heavier or larger than is permitted by law or by the **Registered Insured Mobile Plant's** specifications.

### 4.04 Loading or Unloading

loading or unloading of anything onto or from **Registered Insured Mobile Plant**.

### 4.05 Assault or Battery

any assault or battery committed by **You** or an **Operator** or at **Your** or an **Operator's** direction, unless it was committed for the purpose of preventing or eliminating **Personal Injury** or **Property Damage**.

### 4.06 Contractual Liability

an obligation assumed by **You** under any agreement or contract which requires **You** to:

- effect insurance over property, either real or personal;
- assume liability for **Personal Injury** or **Property Damage** regardless of fault.

However, this exclusion shall not apply to

- any liabilities that would have been implied by law in the absence of such contract or agreement;
- any liabilities assumed under **Incidental Contracts**.

### 4.07 Damage to Insured Property, Insured Mobile Plant and Products

- Damage** to any **Insured Property** under **Section 2** (General Property) of this **Policy**, any **Insured Mobile Plant** under **Section 6** (Mobile Plant) of this **Policy**, **Your Products**; or any work completed by or for **You**; or
- any costs or expenses incurred in restoring, correcting, improving, repairing, replacing, or making good any **Products** or **Insured Property** or **Insured Mobile Plant**; or
- providing any refund in respect of **Your Products** or such work.

### 4.08 Personal Injury to Employees

- Personal Injury** to any of **Your Employees** arising out of, or in the course of their employment with **You**;
- Personal Injury** to any person who is deemed to be **Your Employee** pursuant to any legislation relating to workers' compensation;
- any claim that is within the scope of compulsory workers' compensation insurance, even if the compulsory insurance has not been taken out.

- the provisions of any workers' compensation legislation or any industrial award or agreement or determination.

### 4.09 Pollution

- the actual, alleged, or threatened discharge, dispersal, release, seepage, migration or escape of **Pollutants** into or upon land, the atmosphere, or any water course or body of water;
- any costs and expenses incurred in the prevention, removing, nullifying or clean-up of the actual, alleged, or threatened discharge, dispersal, release, seepage, migration or escape of such contamination or **Pollutants**;
- the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of **Pollutants** caused by any **Product** that has been discarded, dumped, abandoned or thrown away by the **Insured** or on the **Insured's** behalf.

Paragraphs a and b of this exclusion do not apply if the **Pollution**

- is sudden, identifiable, unexpected and unintended; and
- occurs during the **Policy Period** in its entirety at a specific time and place; and
- results in **Personal Injury** and/or **Property Damage**;

but only to the extent that the **Insured** can demonstrate that the **Pollution** was not the direct result of any failure of the **Insured** to take reasonable precautions to prevent such **Pollution** during the **Policy Period**.

**Our** liability to indemnify **You** under a. and b. above in respect of any one **Pollution** during any one **Policy Period** will not exceed the **Limit of Liability** for **Registered Mobile Plant Liability** stated in the **Schedule** for any one **Occurrence** and in the aggregate.

### 4.10 Property Owned by or Property in Your Care, Custody or Control

**Damage** to any property owned by **You** or in **Property in Your care, custody or control**.

### 4.11 Vehicles

**Personal Injury** or **Property Damage** arising out of or in connection with the ownership, use or operation, use or possession of any **Vehicle** required by law to be registered for road use or insured for third party bodily injury liability (whether or not that insurance is effected).

However, this exclusion does not apply to an **Item** of **Registered Insured Mobile Plant** for any liability covered under the terms and conditions of this **Section 7**.

### 4.12 Statutory Liability schemes

any:

- liability which is covered by or within the scope of any statutory scheme operating anywhere in Australia governing the payment of damages, **Compensation** or expenses (whether limited in amount or not) for **Personal Injury**, or the compulsory insurance of any liability for such payment, caused by, through, or in connection with the use of an **Item** of **Insured Mobile Plant**;

- b. amount in excess of that recoverable under any statutory compulsory insurance or fund or accident compensation scheme;
- c. claim for which **You** would have been partially or wholly compensated but for **Your** failure to insure or to register **Item of Insured Mobile Plant** or to lodge a claim in accordance with a requirement of any statutory compulsory insurance or fund, or accident compensation scheme.

#### 4.13 Abolished rights

liability for damages, compensation or expenses for which the right to claim has been abolished or in any way limited by any law operating anywhere in Australia.

#### 4.14 Testing of Mobile Plant and Races or Reliability Trials

any **Registered Insured Mobile Plant** undergoing a test of any kind or the use of **Registered Insured Mobile Plant** in a race, speed trial or reliability trial.

#### 4.15 Dangerous Goods

any liability arising out of or in connection with the use of **Registered Insured Mobile Plant** for carrying a substance identified as “*Goods Too Dangerous to Transport*” or their equivalent in the *Australian Dangerous Goods Code*.

#### 4.16 Use on Rails or Tracks

**Personal Injury** or **Property Damage** arising out of or in connection with the use of the **Registered Insured Mobile Plant** on rails or tracks.

#### 4.17 Airport or Airfield

the use, operation or parking of **Registered Insured Mobile Plant** at any airfield or airport.

#### 4.18 Any Liability covered under Section 1

any liability for **Personal Injury** or **Property Damage** covered under **Section 1** (Public & Products Liability) of this **Policy**.

#### 4.19 Unsafe or Unroadworthy

an **Item of Registered Insured Mobile Plant** being used in an unsafe or unroadworthy condition unless such condition could not reasonably be detected by **You**.

### 5.0 Additional Benefits to Section 7

The following additional benefits apply only to this cover for Registered Insured Mobile Plant Liability.

If **You** have selected cover under this **Section 7**, **We** will pay the following additional benefits on the basis set out below or as otherwise shown in the **Schedule**.

These additional benefits are subject to all other terms, conditions and exclusions of this **Policy**. Unless otherwise stated on the **Schedule**, cover under any additional benefit in this **Section** forms part of and erodes the relevant **Limit of Liability** and where a **Sub-Limit of Indemnity** applies, it will form part of, and not be in addition to, any such **Limit of Liability**.

#### 5.01 Cover for Others

The indemnity provided under the **Cover** for this **Section 7** is extended to cover **You** for **Compensation** and **Defence**

**Costs and Supplementary Payments** in respect of **Personal Injury** and **Property Damage** arising from any:

- a. person authorised by **You** to drive, operate, use or be in charge of an **Item of Registered Insured Mobile Plant** in connection with the **Business** which is required by law to be registered provided that person holds a valid license and has neither been deemed ineligible for nor previously refused vehicle insurance of any description; or
- b. a passenger who in connection with the **Business** is traveling in, entering into or alighting from an **Item of Registered Insured Mobile Plant** that is required to be registered and authorised to carry passengers;

resulting from an **Occurrence** within the **Territorial Limits** happening during the **Policy Period** subject to the **Limit of Liability** shown in the **Schedule** for this **Section**.

#### 5.02 Substitute Mobile Plant

Any item being used by **You** as a substitute item, while any **Item of Registered Insured Mobile Plant** is being serviced, repaired or cannot be used, shall be treated as an **Item of Registered Insured Mobile Plant**, but only if one substitute item is being used at any one time in place of any one **Item of Registered Insured Mobile Plant**.

#### 5.03 Removal of Debris

**We** will cover **You**, for the reasonable costs incurred with **Our** prior written consent to clean up or remove debris where goods have fallen or leaked from an **Item of Registered Insured Mobile Plant** during the **Policy Period** within the **Territorial Limit**.

Provided that **Our** total liability for cover for this benefit is up to a maximum of \$50,000 any one **Occurrence for any one Policy Period**.

#### 5.04 Automatic Additions

If an **Item of Mobile Plant** is purchased, whether outright or under a leasing arrangement or other finance agreement by **You** it will be automatically included as **Registered Insured Mobile Plant** provided that:

- a. the value of newly acquired items of **Mobile Plant** do not exceed \$100,000; and
- b. such additional item is of a substantially similar type to the **Item of Mobile Plant** declared at the commencement of the **Policy Period** or are otherwise agreed by **Us**; and
- c. such additional item of **Mobile Plant** will be used in similar operations to the existing **Business**; and
- d. **You** provide **Us** with written notice of such purchase whether under finance or not within 30 days of purchase unless otherwise agreed by **Us**; and
- e. the required additional premium is paid.

This additional benefit, excludes **Mobile Plant** which is hired by **You**.

### 6.0 Special Conditions to Section 7

The following Conditions apply to this **Section**:

#### 6.01 Cross Liability

Each of the parties comprising **You** under this **Section 7** shall for the purpose of this **Section 7** be considered as separate and distinct entity and “**You**” shall be considered as applying to each such party in the same manner as if a separate **Policy** has been issued to each of them in their



name alone, provided that nothing in this condition shall be deemed to increase the **Limit of Liability** under this **Section** in respect of any **Occurrence** or **Policy Period**.

### **6.02 Discharge of Liability**

**We** may at any time pay to **You** in connection with any claim or series of claims the amount of the **Limit of Liability** (after deduction of sums already paid as **Compensation** in respect of such claim or claims or other relevant claims) or any lesser amount for which such claim or claims can be settled. Upon such payment being made **We** relinquish the conduct and control of and are under no further liability in connection with such claim or claims other than the payment of costs and expenses:

1. recoverable from **You** for all or part of the period to the date of such payment;
2. incurred by **Us**;
3. incurred by **You** with **Our** written consent prior to the date of such payment.

### **6.03 Admission of Liability**

Unless **You** have obtained **Our** prior written consent, neither **You** nor any of **Your Employees** may:

1. admit liability or guilt in connection with any **Occurrence**; or
2. do anything that might be seen as an admission of liability or guilt unless permissible in law; or
3. settle any third-party claim, even though it may be within the amount of the **Excess**.