

# OFFICE PLAN

## Product Disclosure Statement



Good people to know.



# How the Office Plan works

Date of preparation: 27 February 2009

## About the insurer and WFI

The insurer for this Office Plan is Wesfarmers General Insurance Limited (ABN 24 000 036 279) ("WGIL") whose contact details are:

Telephone: 1300 934 934

Post: Locked Bag 1,  
Bassendean DC WA 6942

WGIL is an Australian Financial Services Licensee (AFSL No. 241461) authorised to issue, vary and cancel general insurance products and provide general financial product advice in relation to general insurance.

WFI is a trading name of WGIL.

WFI can be contacted on 1300 934 934 or via email at [info@wfi.com.au](mailto:info@wfi.com.au).

The Office Plan consists of 9 different policies You can choose from, covering a wide range of risks.

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

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

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

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

## Understanding the significant features and benefits

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

- read the
  - Important information (page 4)
  - General conditions (page 8)
  - General exclusions (page 9)
  - General definitions (page 10)which apply to all policies;
- read the policy wording - it tells You what the policy covers, what the policy does not cover, any additional benefits We provide, special conditions We apply and what We pay for a claim. There is an index on the front of each of the policies for easy reference.

## Policies You can choose from

<b>Business property</b> p11	<b>Business interruption</b> p17	<b>General property</b> p20
<b>Business legal liability</b> p22	<b>Machinery breakdown</b> p27	<b>Electronic equipment</b> p31
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## Our words

To make sure You can readily understand Your rights and obligations, We have written this Office Plan in plain English. For easy reference, We have capitalised the first letter of each word which We define in Our 'General definitions' (which apply to all policies), and in Our 'Special definitions' found at the end of each policy (which apply only to words used in that particular policy). This does not apply to headings. All of the other words in this Plan have the meanings set out in the Macquarie Dictionary (current edition) so that You can easily find out what they mean.

## Applying for insurance cover

To apply for insurance cover, You must complete Our Proposal. When You do so, You must comply with Your duty of disclosure which We tell You about on page 6. It is also important You understand how We manage Your personal information which We tell You about in Our 'Privacy' information on page 7.

When We receive Your completed Proposal, We will:

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

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

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

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

## The agreement between You and Us

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

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

## The cost of Your insurance

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

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

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

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

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

Where We are required to pay an estimated amount (e.g. for a Fire Services Levy) based on criteria set by the government, We allocate to the policy Our estimate of the amount We

will be required to pay. We may over or under recover in any particular year but We will not adjust Your premium because of this. You can obtain further information on Our website [www.wfi.com.au](http://www.wfi.com.au).

We tell You when You apply for insurance how and when the premium (i.e. total amount payable) needs to be paid. It is a term of Your policy that You pay the premium to Us by the time required by Us.

## Excess (Your contribution)

An excess is the first part of any claim on a policy which You must pay. The amount We must pay under the policy is reduced by the amount of the excess. You only have to pay an excess if it is mentioned in the policy You have taken out or shown on the certificate of insurance.

Where the amount of an excess for an event mentioned in a policy is different to the amount of an excess shown on the certificate of insurance for that same event for the same policy, You must pay the higher excess.

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

### Example of a one event excess

*An event happens that damages Your business property and Your car. If, for example, the certificate of insurance shows an excess for that event of:*

- \$100 on Your Business property policy; and
- \$400 on Your Motor vehicle policy,

*and You claim for all damage, You are only required to pay an excess of \$400 because that excess is the highest one of all the policies and because all of the damage arose out of the one event.*

### Example of when more than one excess will apply

Under Our Motor vehicle policy, You are required to pay more than one excess in the circumstances mentioned in the policy. We refer You to page 39 of this policy where We tell You more about the different excesses that apply.

*The driver of Your comprehensively insured car is 20 years of age and involved in an at fault accident which causes damage to Your car. If, for example, the certificate of insurance for Your Motor vehicle policy covering the car shows an excess of \$400 and an excess of \$700 for Young drivers 19-20 years of age, then Your excess is \$1,100.*

Sometimes We introduce or increase an excess on renewal of a policy. This might be done on an individual person's policy or those covering risks at certain locations or over all locations. We generally do this because of rising claim numbers and costs and to minimise any increase in premium that would otherwise be required to cover those rising claim numbers and costs.

We show the new excess on the certificate of insurance that We issue to You confirming cover.

## Your duty of disclosure

### What You must tell Us before We issue a policy to You for the first time

Before considering whether to issue a policy to You, We need Your answers to the questions set out in Our Proposal. When answering the questions in Our Proposal, You must be honest and You have a duty under law to tell Us everything known to You and which a reasonable person in the circumstances would include in answer to the questions.

We will use the answers in deciding whether to insure You and anyone else to be insured under the policy and if so, on what terms.

### What You must tell Us before We renew, vary, extend, replace or reinstate Your policy

In these situations, We do not typically ask You to complete a Proposal.

When You ask Us to renew, vary, extend, replace or reinstate Your policy, You must tell Us before We do so about every matter known to You, which You know or a reasonable person in the circumstances could be expected to know, is relevant to Our decision whether to insure You and if so, on what terms. At the very least, if something has changed since the policy was first issued and You would now answer any of the questions set out in the original Proposal differently, then You must tell Us about the change.

### What You do not need to tell Us

When applying for a policy for the first time or for Your policy to be renewed,

varied, extended, replaced or reinstated, You do not need to tell Us about any matter that:

- diminishes Our risk
- is of common knowledge
- We know, or in the ordinary course of Our business as an insurer, ought to know
- We tell You in writing We do not need to know.

### Who needs to tell Us

Everyone who is shown on the certificate of insurance as an insured must comply with the duty of disclosure. If You provide information on behalf of another insured, it is as if they provided that information to Us.

### What happens if an insured does not comply with the duty of disclosure

If an insured does not comply with the duty, We may reduce or refuse to pay a claim, or cancel the policy. If fraud is involved, We may treat the policy as if it never came into existence and accordingly pay nothing for any claim You may otherwise have had on the policy.

*If You are not sure whether or not to tell Us something, it is best to tell Us.*

## Utmost good faith

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

## Jurisdiction

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

## GST on claims

The sums insured, limits of indemnity and other limits in Your policy are inclusive of any GST that may be payable. This means You must take GST into account when determining the appropriate amounts You want to insure for.

If We arrange to replace, repair or reinstate an item which is the subject of a claim, We will pay the cost to replace, repair or reinstate inclusive of GST. However, We will not replace, reinstate or repair an item where the cost to do so will exceed the amount

of the relevant sum insured, limit of indemnity or other limit in Your policy for the item.

If We settle Your claim by making a payment to You, We will reduce the amount of Our payment by the amount of any input tax credits to which You would be entitled if You made an acquisition to repair or replace the item which is the subject of the claim. However, the actual amount We pay You will not exceed the amount of the relevant sum insured, limit of indemnity or other limit in Your policy for the item.

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

If You do not disclose or if You understate Your entitlement, You may be liable for GST on settlement of the claim. The policies do not cover You for this GST liability or for any fine, penalty or charge for which You may be liable.

## Dishonest claims

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

## Keep up to date records of insured property

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

## Changing the terms of a policy

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

## Your cooling-off right

If You wish to reconsider Your decision to insure with Us, please contact Us to discuss Your concern. If You decide not to proceed, You can exercise a cooling-off right by notifying Us in writing within 14 days of receiving the certificate of insurance that You want to do this. If You do this and You have not made a claim and nothing has happened which would entitle You to make a claim, We will fully refund the premium You paid to Us.

## When You can cancel

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

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

- there is no return of premium for any unused portion; and
- We may deduct from any claim payment premium already refunded to You.

We do not refund premium if the certificate of insurance specifically says there is no refund of premium.

## When We can cancel

We may cancel a policy as allowed by the Commonwealth Insurance Contracts Act 1984. We give You a notice in writing.

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

## Code of Practice

We have adopted the General Insurance Code of Practice developed by the Insurance Council of Australia. The Code is a self regulatory code for general insurers in Australia. We embrace the objectives of the Code to raise standards of practice and service in the general insurance industry.

## Our Complaints Handling Procedures

To access Our Complaints Handling Procedures, simply contact Your local WFI Area Manager, Client Service Team or the Claims Officer handling Your claim. If You have a complaint, We will do everything possible to resolve the matter on Your initial contact with Us. If a complaint is not resolved, We will treat it as a dispute and will enter it into Our 'Internal Dispute Resolution' process. The complaint will then be considered by a designated Internal Dispute Resolution Officer of Wesfarmers General Insurance Limited with the appropriate experience, knowledge and authority to deal with it.

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

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

Financial Ombudsman Service  
Phone: 1300 78 08 08  
Post: GPO Box 3, Melbourne,  
Victoria 3001  
Website: [www.fos.org.au](http://www.fos.org.au)  
Email: [info@fos.org.au](mailto:info@fos.org.au)

If Your complaint is to do with a privacy issue, You may refer it to the Federal Privacy Commissioner.

## Privacy

We are committed to meeting Our privacy obligations to You under the Commonwealth Privacy Act 1988. We collect Your personal and other information to carry out Our various business functions or activities, including deciding whether to provide You with insurance cover and when We do, managing Our rights and obligations under that cover. We also collect Your information so that We and Our related companies and business alliance partners can offer You services and products that We believe may be of interest to You. However, You can opt out of receiving such communications.

We only disclose information to someone outside Wesfarmers General Insurance Limited where:

- necessary for the above purposes (e.g. to a risk or claims assessor or investigator, lawyer, reinsurer, agent, sales associate, market research organisation or business alliance partner)
- a lawful exception applies (e.g. to lessen or prevent a serious and imminent threat to a person's life, health or safety)
- You consent to Us doing so.

If You do not provide this information, We may not be able to provide You with the services You require.

Where You give Us personal information about another person, You must be authorised to provide that information and agree to inform them of the information contained within this privacy notice.

You can seek access to Your personal information and require Us to correct it if it is inaccurate, incomplete or out of date. For further information, read Our brochure 'Privacy', or visit Our website at [www.wfi.com.au](http://www.wfi.com.au).

## General advice warning

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

## Information about Our Product Disclosure Statement (PDS)

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

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

## Contacting Us

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

# General conditions

## applying to all policies

### What You must do when You have a policy

#### You must:

- keep all insured property in good condition
- comply with legislation and the requirements of government and statutory authorities
- comply with all relevant Australian Standards
- take reasonable care to safeguard Yourself and all insured property
- take reasonable care to avoid harming others or harming property belonging to others
- tell Us immediately:
  - if there is, or there will be, any material change relating to the insured property (including where it is kept) or the nature of the risk. We may cancel or change the terms on which We are prepared to offer or continue cover if there is a material change
  - if You no longer have an interest in the insured property
  - if You take out any other insurance which covers any insured property or liability insured by any of the policies We issue to You
- ensure that any safety system or security device installed to protect insured property is in working order and activated.

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

#### You must:

- do everything You can to limit loss, damage or injury and to prevent further loss, damage or injury resulting from the event
- immediately tell the police if a criminal act might have caused the loss, damage or injury
- immediately tell Us about the claim or the event and send Us written details when We require this
- immediately send Us any correspondence You receive about the claim or the event
- give Us any information and help We may need in handling the claim.

#### You must not without Our prior consent:

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

### What We may do

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

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

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

### What can affect Your entitlements

We may decline or reduce the amount of any claim or refuse to indemnify You, if You enter into an agreement which excludes or limits Our right to recover damages or a contribution from another Person.

If You do not do what You are obliged to do under Your policy, We may refuse to pay a claim or any part of it.

# General exclusions

## applying to all policies

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

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

#### You are not insured against:

##### 1 Asbestos

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

##### 2 Cyber, E-Commerce

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

##### 3 Deliberate acts

- any deliberately or wilfully caused Personal Injury, Damage to Property, loss of income or cost by:
  - You or anyone with whom You live
  - anyone invited into Your home by anyone living in Your home

- anyone acting with Your express or implied consent
- anyone entitled to benefit under a policy.

##### 4 Punitive, exemplary or aggravated damages, fines or civil penalties

- any punitive, exemplary or aggravated damages awarded against You or any fines or civil penalties imposed on You.

##### 5 Radioactivity

- any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with radioactivity, nuclear fuel, material or waste, or nuclear fission.

##### 6 Terrorism

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

If an event happens in Australia and that event is determined by the Minister responsible for the Commonwealth Terrorism Insurance Act 2003 to be a “*declared terrorist incident*” under that Act, We will not apply this terrorism exclusion to:

- the Business property policy, the Business interruption policy, the General property policy, the Business legal liability policy or the Machinery breakdown policy in this Plan; or
- any other policy in this Plan, unless the Act of Terrorism was directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.

##### 7 War

- any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with war or other act of foreign enemy (whether war is declared or not), revolution or other civil disturbance or commotion, or confiscation, nationalisation or requisition of property by a government or statutory authority.

# General definitions

## applying to words We use in this Plan

**Act of Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of 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 or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Australian Standards** means standards published by the Standards Association of Australia.

**Business** means the 'Business' shown on the certificate of insurance.

**Business Premises** means the location of the Business shown on the certificate of insurance.

**Computer Equipment** means data or part of data, computer hardware, operating system, computer network, equipment, web sites, servers, extranet, intranet, software or applications software, computer chip including microprocessor chip or coded instructions, as well as any new technology, product or service replacing existing Computer Equipment.

**Damage to Property** means physical loss of or physical damage to property.

**Flood** means the escape or release of water from the normal confines of any pond, lake, reservoir, canal, dam or uncovered watercourse.

**Occurrence** means an event including continuous or repeated exposure to substantially the same general conditions which:

- You did not intend or expect; and
- a reasonable person in Your

position and with Your knowledge and experience would not have expected.

**Period of Insurance** means the 'Period of Insurance' shown on the certificate of insurance.

**Person** means a natural person, firm, company, partnership or incorporated association.

**Personal Injury** means bodily injury (including death and illness), disability, shock, mental anguish, mental injury or loss of consortium.

**Proposal** means the documents in which We ask questions relating to Your application to Us for insurance cover in this Plan.

**Storm Surge** means an abnormal rise in the level of the sea along a coast caused by the winds of a severe cyclone – typically at least 30kms across and 2-5 metres above the average sea level.

**We, Us, Our and WFI** means Wesfarmers General Insurance Limited.

**You, Your and Yourself** means the Person or entity shown on the certificate of insurance as the insured. If 2 or more Persons or entities are shown, You means each of them jointly and separately, subject to Our total liability not exceeding the sums insured or limits of liability described in the policies We issue to You. Each of the insured is responsible for the completeness and accuracy of information in any Proposal forms, documents, statements or claims supplied by any one of them. Each one is also obliged to comply with the terms of a policy.

**Your Family** means Your:

- spouse or de facto; and
- unmarried children; and

- parents and the parents of Your spouse or de facto who live with You permanently; and
- student children boarding at school, college or university.

# Business property policy

*This policy insures Your Business Property.*

*You only have this policy if the risk shown on the certificate of insurance is 'Business property'.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on page 10 apply to words used in this policy.*

<b>What You are insured against</b>	<b>12</b>
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*This policy does not insure You against Property being lost or misplaced.*

## What You are insured against

This policy insures You against:

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

For damage by earthquake, subterranean fire or volcanic eruption **You must pay an excess** for all claims arising during any one 72 hour period of:

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

whichever is less.

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

- is discovered within 7 days of it occurring; and
- occurs during the Period of Insurance whilst the Money is:
  - on the Business Premises
  - contained in a securely locked safe or strongroom permanently located at a bank
  - in Your custody or that of an authorised person at Your home or at the home of an authorised person
  - at a location where You intended to pay Your Employees with the Money
  - in Your possession or that of an authorised person whilst on a journey between any of the above locations but not during:
    - \* a substantial deviation from the most direct route between the location at which the journey began and the location at which the journey was intended to end; or
    - \* an interruption of more than 1 hour in the journey; or
    - \* a period that the Money is left in an unattended vehicle.

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

## What is not insured

This policy does not insure You against:

### 1 damage directly caused by:

- lightning unless the evidence of lightning damage by lightning can be clearly seen
- Flood
- sea or tidal wave (even if caused by an earthquake)
- Storm Surge or tsunami
- wind, rain, hail, snow or liquid:
  - penetrating a building or structure through an opening made for the purpose of an addition, alteration, renovation or repairs
  - to Property:
    - \* when in a building or structure that is not enclosed and under roof with all outside doors and windows permanently in place
    - \* in the open air unless the Property damaged is normally kept in the open air in businesses similar to the Business or it is impractical for You to keep the Property at the Business Premises inside a building

- earth movement (except earthquake) no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion, heaving
- a falling tree or branch as a result of the lopping or felling of a tree unless by a professional tree lopper
- vandalism by a person lawfully occupying all or part of the Business Premises.

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

- steam or condensation
- a structural fault, faulty design or faulty workmanship or materials
- a fault known to You at the time of the damage or to any person whose knowledge in law would be deemed to be Your knowledge

- the incorrect siting of a building or structure
- lack of maintenance
- tree roots
- moths, insects or vermin
- loss of weight or protein
- a change in taste, flavour, odour, colour, texture or finish
- contamination, evaporation, pollution, smut or smoke from an industrial operation
- dampness of atmosphere
- sudden variation in atmospheric conditions
- germs, disease, virus, bacteria or other contagion
- a latent fault or the inherently harmful nature of a product
- a manufacturing process
- adjusting, testing, servicing operations, intentional overloading or an experiment of any kind
- faulty design, formula, specification, plan or pattern
- wear, tear, fading, rust, corrosion, oxidation, gradual deterioration, exposure to light or darkness
- cracking, scratching, splitting or tearing
- fraud
- data corruption.

### 3 damage to:

- a building or structure under construction or an existing building or structure undergoing an alteration or addition if the contract value for the alteration or addition exceeds \$50,000
- an alteration or addition to an insured building or structure while the building work is in progress
- goods maintained in a temperature controlled environment where the loss or damage is directly caused by mechanical, electrical, hydraulic or electronic breakdown of temperature controlling equipment
- sporting or recreational equipment whilst being used
- an appliance or device (including wiring) caused by an artificially generated electric current
- or breakage of:
  - glass or a mirror during transit, installation, repair or removal
  - glass forming part of Stock
  - glass in a light fitting or electric or electronic equipment
  - a television screen or visual display unit

- glass forming part of a glasshouse or conservatory unless caused by storm
- glass in a clock, picture, radio or television
- glass if the break does not extend through the entire thickness of the glass
- an article of a brittle nature which is ordinarily carried by hand or designed for use in the handling of food or liquid:
  - \* whilst being carried by hand
  - \* during use
- or by hazardous goods stored at the Business Premises and not normally used or supplied by the Business
- or loss of electronic data processing media and information, software or computer applications.

#### 4 damage that is:

- cracking (other than cracking of bath tubs, shower recesses, wash basins, sinks, toilet bowls and cisterns), chipping, splitting, tearing, staining, scratching or denting unless directly caused by fire, lightning, earthquake, storm, explosion, burglary, theft, vandalism or impact by a vehicle or aircraft
- mechanical, electrical, hydraulic or electronic breakdown, failure, malfunction or derangement of any machine or electrical or electronic device

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

- mildew or mould or wet or dry rot or damage directly or indirectly caused by or arising out of mildew or mould or wet or dry rot
- or is directly caused by the explosion or implosion of a boiler, economiser or vessel under pressure (or its contents)

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

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

#### 5 demolition or removal of Property

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

#### 6 theft:

- by an Employee:
    - if it occurred after You discovered an earlier theft by that Employee
    - that You discover more than 6 months after it occurred
    - unless the Employee has been successfully prosecuted for the theft, or the evidence You provide to Us satisfies Us beyond reasonable doubt that the Employee committed the theft
  - of Property or Money if the theft (but not theft by an Employee) occurs at a time when the Business Premises are:
    - unattended by You or Your Employees; and
    - left unlocked,
 unless there is physical damage to the Business Premises at a point of break in or break out and the evidence of that damage can be clearly seen.
- This exclusion does not apply to theft of Property kept in the open air if the Property:
- was securely attached to a building at the Business Premises at the time of the theft
  - is Property of the same or similar type normally kept in the open air in businesses similar to the Business or it is impractical for You to keep the Property at the Business Premises inside a building.

#### 7 unexplained shortages:

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

#### 8 book debts

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

## What We pay if Property is damaged or stolen

### Property (other than Stock)

***This is what We pay if 'Indemnity' is shown on the certificate of insurance***

If insured Property (other than Stock), is damaged and 'Indemnity' is shown on the certificate of insurance, We replace, reinstate or repair the part of the Property that is damaged as far as possible to the condition it was in

immediately before it was damaged, using materials that are readily available in Australia. Or, at Our option, We pay You the reasonable cost to do so.

If the insured Property is a building or structure and is destroyed or stolen, We pay the cost to erect a new building or structure to the same design and specification.

If the insured Property is not a building or structure and is destroyed or stolen, We pay to replace it at the time it was destroyed or stolen.

We deduct an amount for wear, tear and depreciation whether the building, structure or item of insured Property is damaged, destroyed or stolen.

***This is what We pay if 'Replacement' is shown on the certificate of insurance.***

If a building, structure or item of Property (other than Stock), is damaged and 'Replacement' is shown on the certificate of insurance, We replace, reinstate or repair the part of the building, structure or item of Property that is damaged as far as possible to its original condition, using materials that are readily available in Australia. Or, at Our option, We pay You the reasonable cost to do so.

If the insured Property is a building or structure and is destroyed or stolen, We pay the cost to erect a new building or structure to the same design and specification.

If the insured Property is not a building or structure and is destroyed or stolen, We pay to replace it as new at the time it was destroyed or stolen.

### Stock

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

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

### All Property

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

## Limits on what We pay

### Limits on what We pay

For:

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

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

If an antique, heirloom, picture, painting, tapestry, work of art, curio, medal, trophy, coin or collection which is damaged, destroyed or stolen falls within the description contained in one of the first three bullet points under the sub-heading above 'Limits on what We pay', We pay up to \$2,000 for the value of any one item at the time it is damaged, destroyed or stolen up to an aggregate of \$20,000 for all claims arising out of the one event.

We do not give any allowance for any special value the item may have as part of a pair, set or collection or for any depreciation in the remaining part or parts of the item, pair, set or collection.

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

### Aggregate limit on what We pay

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

## Additional benefits

**The following additional benefits are in addition to the sum insured shown for 'Property' on the certificate of insurance.**

### Costs

If We have paid or agreed to pay a claim for damage to Property We pay up to \$5,000 or the amount shown on

the certificate of insurance (whichever is greater), for each of (a) to (f) below towards the costs You reasonably incur for each of (a) to (f) for all claims arising out of the one event:

- (a) demolition, clearing debris and any necessary temporary repairs at or adjoining the Business premises
- (b) architects', surveyors' and legal fees
- (c) extinguishing fires at or adjoining the Business Premises, including Your Employees' wages and the cost to replenish Your fire fighting equipment
- (d) the restoration of Business records and books of account
- (e) temporary shuttering, boarding up or other protection necessary to safeguard the Business Premises
- (f) repairing or replacing tinting, alarm tape, alarm wiring, window frames, show case frames, signwriting, ornamentation, sandblasting or embossing.

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

### Customers' Property

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

You are only entitled to this benefit if:

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

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

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

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

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

### Escape of liquid

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

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

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

We do not pay:

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

### Landscaping

We pay up to \$5,000 for damage by fire, lightning, explosion, earthquake, subterranean fire or volcanic eruption, burglars or thieves, riot or civil commotion, vandalism or impact to landscaping (including trees, shrubs, plants, turf, grass and lawn) occurring at the Business Premises during the Period of Insurance.

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

### Replacement keys and locks

If We have paid or agreed to pay a claim for burglary or theft under this

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

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

**The following additional benefits are included in the sum insured shown for 'Property' on the certificate of insurance.**

#### Alterations or additions

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

- the contract value for the alteration or addition is \$50,000 or less; and
- when the damage occurs, the work on the alteration or addition has been in progress for less than 3 months; and
- the damage is directly caused by:
  - windstorm (but not by rain, hail or snow accompanying the windstorm)
  - fire, explosion, lightning, earthquake, riot, civil commotion or impact by vehicles, aircraft or aerial devices,occurring during the Period of Insurance.

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

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

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

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

#### Compensation for reduced floor space

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

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

#### Costs connected with rebuilding

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

We only pay this cost if:

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

#### Temporary removal

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

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

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

- of the damage or theft, You intended to sell the Property at or from the other premises; or
- the Property left the Business Premises, You had sold or agreed to sell it.

We pay up to:

- 30% of the sum insured shown on the certificate of insurance for 'Property'; or
- what We would have paid if the damage to or theft of the Property had occurred at the Business premises,

whichever is less.

This benefit is included in the sum insured shown on the certificate of insurance for Property.

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

## Optional benefit

#### Book debts

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

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

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

We do not pay for:

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

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

## Special conditions

#### Reinstatement of sum insured

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

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

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

## Unoccupied Business Premises

This policy does not insure You if the Business Premises are left unoccupied for more than 60 consecutive days unless:

- You tell Us before the 60 days begin and We agree to insure Your Business; and
- You ensure that all gates, doors and windows are left securely locked.

## Special definitions of words used in this policy

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

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

**Money** means cash or negotiable instruments belonging to the Business.

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

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

**Property** does not include:

- natural resources
- a living creature
- tobacco or a tobacco product
- Money, postal orders, promissory notes, securities or script, credit cards or credit card sales vouchers
- jewellery, furs, bullion, precious or semi precious metals or stones
- a vehicle, train or rolling stock, an aircraft, a boat, a jet ski, or a spare part or accessory in or on it
- an item of property specifically insured under Our General property policy in this Plan
- property for which You are not legally liable except as described under the Additional benefit 'Customers' property' on page 14
- trees, plants, shrubs, turf, lawn, grass, vines, crops or landscaping except as described under the Additional benefit 'Landscaping' on page 14.

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

# Business interruption policy

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

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

*You only have this policy if the risk 'Business interruption' is shown on the certificate of insurance.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on page 10 applies to words used in this policy.*

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## What You are insured against

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

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

You are only insured under this policy if:

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

## What is not insured

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

### 1 after:

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

### 2 as a result of breach of contract.

## What We pay

### When We pay in accordance with the first formula

We pay in accordance with the first formula below if:

- the interruption totally or substantially prevents You from operating the Business for at least 1 day but no more than 3 months; and
- within 21 days of the date on which the interruption first totally or substantially prevents You from operating the Business, You notify Us in writing that You elect to be paid in accordance with the first formula.

### First formula

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

Where:

- A** is the period (in months or parts of a month) the Business is totally or substantially interrupted, not exceeding 3 months
- B** is the number of months shown on the certificate of insurance as the 'Indemnity period'
- C** is the sum insured shown on the certificate of insurance for 'Loss of Gross Profit'.
- e.g. the Business is totally or substantially interrupted for 2.5 months. 6 months is shown on the certificate of insurance as the 'Indemnity period' and \$120,000 as the sum insured.

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

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

$$= \$50,000$$

### When We pay in accordance with the second formula

We pay in accordance with the second formula below if:

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

If the interruption totally or substantially prevents You from operating the Business for more than 3 months but You elected to be paid in accordance with the first formula within the 21 day period, then:

- We will pay You at least the amount that would have been payable to You if the first formula applied for the first 3 month period; and
- an amount paid to You by reason of Your election will be treated as an advance towards the amount payable to You in accordance with the second formula.

### Second formula

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

Where:

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

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

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

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

We pay up to:

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

whichever is less.

## Additional benefits We pay for a first or second formula payment

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

### Commercial complexes

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

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

### Public utilities extension

We treat physical damage to a land based:

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

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

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

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

### Prevention of access to the Business Premises

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

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

### Storage sites

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

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

### Suppliers' and customers' premises

We treat physical damage to property in Australia at:

- Your suppliers' premises; or
  - Your customers' premises,
- as if it was damage to property used by the Business at the Business Premises.

Your 'suppliers' do not include a public utility.

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

## Optional benefit

### Accountant fees

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

## Special condition

### Keeping records

You must keep and maintain proper Business records.

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

- access to Your Business records
- any information and help We may need in dealing with a claim.

## Special definitions of words used in this policy

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

**Turnover** means the money paid or payable to You for:

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

**Variable Costs** means:

- wages; and
- costs,

of the Business which vary in direct proportion to Turnover.

# General property policy

*This policy insures You against accidental loss of or damage to or theft of general property shown on the certificate of insurance.*

*You only have this policy if the risk 'General property' is shown on the certificate of insurance.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on page 10 apply to words used in this policy.*

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## What You are insured against

This policy insures You against accidental loss of, accidental damage to or theft of the items of property shown on the certificate of insurance occurring in Australia during the Period of Insurance.

## What is not insured

**This policy does not insure You against:**

- 1 loss or damage directly or indirectly caused by or arising out of:**
  - steam or condensation
  - faulty design or faulty workmanship or materials
  - a fault known to You at the time of the loss or damage or to any person whose knowledge in law would be deemed to be Your knowledge
  - lack of maintenance
  - moths, insects or vermin
  - an animal kept at the Business Premises or Your pet
  - loss of weight or protein
  - a change in taste, flavour, odour, colour, texture or finish
  - contamination, evaporation, pollution, smut or smoke from an industrial operations
  - dampness of atmosphere
  - sudden variation in atmospheric conditions
  - germs, disease, virus, bacteria or other contagion
  - a latent fault or the inherently harmful nature of a product
  - a manufacturing process
  - adjusting, testing, servicing operations, intentional overloading or experiments of any kind
  - faulty design, formula, specification, plan or pattern
  - wear, tear, fading, rust, corrosion, oxidation, gradual deterioration, exposure to light or darkness
  - cracking, scratching, splitting or tearing
  - fraud
  - data corruption.
- 2 loss or damage directly caused by:**
  - rain, hail, snow or liquid to an insured item unless contained in a secured building or vehicle when damaged
  - Flood
  - sea or tidal wave (even if caused by an earthquake)
  - Storm Surge or tsunami
  - lightning unless the evidence of lightning damage can be clearly seen on the item damaged
  - a process involving the deliberate application of heat (only the thing intended to be heated is not insured)
  - earth movement (except earthquake) no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion, heaving
- 3 mechanical, electrical, hydraulic or electronic breakdown, failure, malfunction or derangement of a machine or electrical or electronic device**
- 4 loss or damage recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement**
- 5 theft by Your Employee or a number of Your Employees acting in collusion**
- 6 mildew or mould or wet or dry rot or damage directly or indirectly caused by or arising out of mildew or mould or wet or dry rot.**

## What We pay

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

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

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

## Special condition

### Reinstatement of sum insured

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

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

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

## Special definitions of words used in this policy

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

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

# Business legal liability policy

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

*You only have this policy if the risk 'Business legal liability' is shown on the certificate of insurance.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on page 10 apply to words used in this policy.*

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## What You are insured against

This policy insures You against Your legal liability to pay compensation for Personal Injury or Damage to Property directly caused by an Occurrence that happens:

- during the Period of Insurance; and
- in connection with the Business; and
- anywhere in the world other than the United States of America or Canada or their protectorates or dependencies.

*This policy does not insure You against Your liability for or in respect of a product You sold or supplied if 'No cover for product liability' is shown on the certificate of insurance - see below 'What is not insured : 11 Products on page 24'.*

## What is not insured

This policy does not insure You against a liability:

### 1 Agreements

- that arises pursuant to or in connection with an agreement, to the extent that in that agreement You:
  - expressly take on a legal liability which You would not have had if that agreement had not been made, unless the liability is in relation to a claim:
    - \* by a lessor for Damage to Property pursuant to the terms of a lease of premises You lease and occupy in connection with the Business; or
    - \* for 'Principal's indemnity' as described in the Additional benefit on page 26
  - expressly give up a right which You would have had if the agreement had not been made

### 2 Aircraft and landing areas

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - a product that is or is intended to be incorporated or installed in or on an aircraft, an aerial device, or at or on an airport or an Aircraft Landing Area
  - use of an aircraft or an aerial device
  - use of an airport or Aircraft Landing Area

- Your ownership, occupation or control of a property, building, or structure normally used as an Aircraft Landing area, if the claim arises out of such use
- any work done, being done or to be done by You or for You or on your behalf on or in an aircraft or aerial device at or on an Aircraft Landing Area
- any work done, being done or to be done by You or for You or on your behalf in the vicinity of an airport or an Aircraft Landing Area, if the work is in connection with the use of an aircraft, aerial device, airport or Aircraft Landing Area.

### 3 Boats and jet skis

- for:
  - loss of or damage to a boat or jet ski in Your physical or legal possession, custody or control; or
  - Damage to Property or Personal Injury directly or indirectly caused by or arising out of the use of a boat or jet ski.

### 4 Construction

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - You or a Person for or on Your behalf erecting, demolishing, altering or adding to a building or structure if the value of the erection, demolition, alteration or addition when finished will be more than \$1,000,000; or
  - vibration, tunnelling, underpinning or the removal or weakening of or interference with the support of land, property or a building or structure.

### 5 Compulsory insurance

- if You are required by law to be insured against that liability under another policy of insurance  
*For example, You may be required by law to be insured against that liability by a workers' compensation policy, a motor vehicle third party personal injury policy or a professional indemnity policy.*
- if You are entitled to be indemnified against that liability under another policy of insurance taken out by some other Person.

### 6 Defamation

- for defamation.

### 7 Disease

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - Avian Influenza ('bird flu'); Bovine Spongiform Encephalopathy or Creutzfeldt-Jakob Disease ('mad cow disease'); Sudden Acute Respiratory Syndrome ('SARS'); or any strain or mutant variation of any of these
  - a disease declared by the Governor General, by proclamation, to be a 'quarantinable disease' under the Commonwealth Quarantine Act 1908.

### 8 Lack of performance

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

### 9 Partnership

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

### 10 Pollution

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater), unless the discharge, dispersal, release or escape is directly caused by:
  - a sudden event which takes place at a clearly identifiable point in time during the Period of Insurance ;and
  - which You did not expect or intend and a reasonable person in Your position with Your knowledge and experience would not have expected it
- for a cost incurred to prevent, remove, nullify or clean up an actual, alleged or threatened discharge, dispersal, release or escape as described above, unless the cost is the direct consequence of a sudden event which:
  - takes place at a clearly identifiable point in time during the Period of Insurance

and which You did not expect or intend and a reasonable person in Your position with Your knowledge and experience would not have expected it; and

- results in Personal Injury or Damage to Property.

### 11 Products

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - a product You sold or supplied if ‘No cover for product liability’ is shown on the certificate of insurance
  - a genetically engineered or genetically modified substance or organism You manufactured or imported
  - the inherently harmful nature of a product You sold or supplied
  - the faulty design, formula, specification, plan or pattern of a product You sold or supplied, but only if You, an employee or Your agent was directly involved in some or all of the design, formula, specification, plan or pattern of the product
  - an error or omission in a direction or advice which You or anyone for whom You are liable gave in connection with or relating to the use or storage of a product You sold or supplied
  - a fault in a product You sold or supplied which You, an employee or Your agent knew or ought to have known about at the time the product left Your physical or legal possession, custody or control
- for the failure of a product You sold or supplied to meet the level of performance, quality, fitness or durability You represented either expressly or impliedly
- for the cost to:
  - investigate the cause of a fault of a product You sold or supplied; or
  - trace, recall, repair or replace a product or refund the purchase price for a product You sold or supplied.

### 12 Professional duty

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of a breach of a Professional Duty owed by:
  - You; or
  - anyone for whom You are liable.

### 13 Sport and recreation

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

### 14 Territorial limits

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

- a product sold or supplied by You unless that product directly caused the Occurrence and was sold or supplied by You in Australia in connection with the Business
- a product sold or supplied by You and exported to the United States of America or Canada or their protectorates or dependencies.

### 15 Transit

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

We will not apply this exclusion to a liability for damage to a vehicle if the liability for that damage is not also excluded by ‘18 Vehicles’.

### 16 Treatment

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

### 17 Underground services

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

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

## 18 Vehicles (including any attachment to it)

- **for loss of or damage to a vehicle in Your physical or legal possession, custody or control unless** in the case of physical loss of or physical damage to a vehicle, at the time of the Occurrence:
  - You had agreed to hire the vehicle for not more than 72 hours; and
  - You were using the vehicle in connection with the Business.
- **for Damage to Property** directly or indirectly caused by or arising out of the use of a registered vehicle, unless at the time of the Occurrence the vehicle is being used in connection with the Business and:
  - You had agreed to hire the vehicle for a period of not more than 72 hours; or
  - the loss or damage is to the property of a customer (other than a vehicle) which is in transit between the Business Premises and the customer's premises or any other place for the purpose of You repairing, servicing or maintaining it; or
  - in circumstances where the law does not require it to be registered

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

- any of the matters mentioned under the heading 'What is not insured for legal liability' of Our Motor vehicle policy on page 38 in this Plan has arisen or occurred; or
- the vehicle was:
  - not registered when the law required it to be registered
  - unsafe or unroadworthy
  - part of the stock in trade of the Business
  - carrying, lifting or towing a heavier load or carrying more passengers than designed for or permitted by law
  - carrying a passenger for payment
  - being used in an experiment, stunt, racing, pace-making, a

reliability trial, speed or hill climbing, a sporting event or a demonstration

- being driven, towed, operated by, or in the charge of a person who:
  - \* did not have a licence or ticket required by law
  - \* was under the influence of alcohol or a drug
  - \* had more than the legal limit of alcohol or a drug in their blood; or
  - \* subsequently refused to undergo a legal test for the amount of alcohol or a drug in their blood in connection with their driving, towing, operating or being in charge of the vehicle.

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

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

*We will not apply the matter mentioned in point 5 under the heading 'What is not insured for legal liability' of Our motor vehicle policy, to our cover for a liability for loss of or damage to customer's property mentioned in the second dash of the second bullet point of this '18 Vehicles exclusion'.*

## 19 Workmanship

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

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

## 20 You, Your Family, employees, customers, guests, visitors and workers

- for loss of or damage to property belonging to or being rented, hired, leased or hire purchased by:
  - You, unless it is to:

\* premises You lease and occupy in connection with the Business

\* a vehicle

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

## What We pay

### Limit any one Occurrence

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

### Aggregate limit for product liability

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

### Aggregate limit for pollution liability

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

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

### Other policies

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

## Additional benefits

### Legal costs

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

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

### Principal's indemnity

This policy extends to indemnify a principal with whom You have contracted against the legal liability of the principal directly caused by work You perform in connection with the contract, but only to the extent this insurance is required by that contract.

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

## Special conditions

### Discharge of liabilities

We may pay You the amount of the 'Limit of indemnity' shown on the certificate of insurance (after We deduct any sums We have already paid), or any lesser sum for which the claim can be settled, in respect of a claim. If We make such a payment We will relinquish the conduct of the claim and have no further liability in connection with the claim.

### Keeping records

During the Period of Insurance and for 10 years following the Period of Insurance, You must retain:

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

### Reminder

*As mentioned on page 8 of this Plan, You must not, without Our prior consent, negotiate, pay or settle a claim by or against anyone else for the loss, damage or injury.*

## Special definitions of words used in this policy

**Aircraft Landing Area** means an area where aircraft land, take off, are housed, maintained or operated.

**Medical Practitioner** means a medical practitioner as defined in the legislation governing the conduct of medical practitioners in the State or Territory of Australia in which this policy is issued.

**Professional Duty** means:

- the duty owed in a professional capacity by a Medical Practitioner, veterinary surgeon, lawyer, accountant, engineer, insurance broker, finance broker, financial advisor, real estate agent or architect; and
- any other professional duty noted on the certificate of insurance as a 'Professional duty'.

# Machinery breakdown policy

*This policy insures You against:*

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

*You only have this policy if the risk 'Machinery breakdown' is shown on the certificate of insurance.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on page 10 apply to words used in this policy.*

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## What You are insured against

This policy insures You against:

- Breakdown of a Machine (other than a boiler, Economiser or pressure vessel)
- Explosion or Collapse of a boiler, Economiser, or pressure vessel shown on the certificate of insurance
- deterioration of Stock and deterioration of customers' goods for which You are legally liable if 'Deterioration of Stock' is shown on the certificate of insurance,

at the Business Premises during the Period of Insurance.

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

- a failure of the refrigeration process as a direct consequence of the Breakdown of a Machine (other than a boiler, Economiser, pressure vessel or electronic device)
- contamination by refrigerant escaping into the cold storage compartment as a direct consequence of the Breakdown of a Machine (other than a boiler, Economiser, pressure vessel or electronic device)
- failure of a public power supply occurring outside the Business Premises but not if it is directly caused by:
  - a strike
  - a supplier deliberately cutting off, withholding or restricting the supply
- failure of a power supply directly caused by the operation of a protective device at the Business Premises.

## What is not insured

This policy does not insure You against:

### 1 the cost:

- to repair wear, tear, rust, corrosion, erosion, oxidation, scale or gradual deterioration
- of preventative maintenance, routine adjustment or cleaning

- of an alteration, addition, improvement, overhaul or non-essential repair
- to retrofit a Machine installation to accept an alternative refrigerant
- to repair or replace a scratched, painted or polished surface
- to repair or replace a belt, rope, wire, chain, tyre, filter, refrigerant dryer, fuse, electric heating element, electrical contact, thermostat, thermostatic expansion valve, gland packing, seal, cutting blade, die, refractory material, glass component, lubricant, fuel or operating medium.

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

- a riot, civil commotion or industrial or political action
- vandalism
- theft or attempted theft
- a fault which You, an employee or Your agent knew or ought reasonably to have known about at the time of the loss or damage
- the unsafe or unlawful operation of a Machine, a boiler, an Economiser or a pressure vessel
- fire, smoke, soot or extinguishment of fire
- impact by a vehicle, animal or aircraft
- subterranean fire or volcanic eruption
- earth movement no matter how caused, including earthquake, erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion or heaving
- wind, rain, hail, snow or lightning
- Flood
- sea or tidal wave
- Storm Surge or tsunami
- seepage or leakage from a vessel, tank, pipe or system
- a chemical explosion

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

## What We pay

### Machine, boiler, Economiser or pressure vessel

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

- the reasonable cost to repair the damaged item of equipment shown on the certificate of insurance; or
- what it would cost to buy a new item of a similar make and model, whichever is less.

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

### Deterioration of Stock and customers' goods

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

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

## Additional benefits

### Additional or replacement machines

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

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

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

### Replacement and repair of electric motors

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

- for the reasonable cost You incur to hire a temporary replacement electric motor during the time taken to repair damage to an insured electric motor, not exceeding \$10,000 for all claims arising out of the one event; and

- up to \$1,000 or 10% of the sum insured shown on the certificate for the damaged electric motor (whichever is less) towards an air freight charge You incur because of the damage, but only if that charge is incurred with Our prior written consent.

*Repairs or replacement includes removal of debris and replacing refrigerant.*

### Seasonal increase for deterioration of Stock and customers' goods

We automatically increase the sum insured shown on the certificate of insurance for 'Deterioration of Stock' by 30% or the percentage shown on the certificate of insurance (whichever is greater) during the following periods and any additional periods shown on the certificate of insurance:

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

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

## Optional benefit

### The insurance cover for Business interruption

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

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

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

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

### What is not insured for Business interruption

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

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

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

We pay in accordance with the first formula below if:

- the interruption totally or substantially prevents You from operating the Business for at least 1 day but no more than 3 months; and
- within 21 days of the date on which the interruption first totally or substantially prevents You from operating the Business, You notify Us in writing that You elect to be paid in accordance with the first formula.

#### First formula

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

Where:

- A** is the period (in months or parts of a month) the Business is totally or substantially interrupted, not exceeding 3 months. We then deduct the number of days shown as the 'Deductible period' on the certificate of insurance

- B** is the number of months shown on the certificate of insurance as the 'Indemnity period' for 'Machinery Breakdown Business interruption'

- C** is the sum insured shown on the certificate of insurance for 'Machinery Breakdown Business interruption'.

*For an example of how this formula works see the example for the first formula set out in Our Business interruption policy on page 18 of this Plan.*

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

We pay in accordance with the second formula if:

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

If the interruption totally or substantially prevents You from operating the Business for more than 3 months but You elected to be paid in accordance with the first formula within the 21 day period, then:

- We will pay You at least the amount that would have been payable to You if the first formula applied for the first 3 month period; and
- any amount paid to You by reason of Your election will be treated as an advance towards the amount payable to You in accordance with the second formula.

#### Second formula

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

Where:

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

In calculating the period of interruption for the purpose of D and E, We deduct

the number of days shown as the 'Deductible period' on the certificate of insurance.

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

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

#### Additional benefit for a second formula payment - Accountant fees

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

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

We only pay up to:

- the sum insured shown on the certificate of insurance for 'Machinery Breakdown Business interruption' for all interruptions to the Business during the Period of Insurance
- the amount that would have been payable had repairs, replacement or reinstatement been carried out within a reasonable time.

### Special condition

#### Reinstatement of sum insured

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

- less than that sum insured for a claim for that item, We reinstate that sum insured unless We told You when the claim was accepted that the sum insured would only be reinstated if You paid an additional

premium and accepted any additional conditions We required

- the amount of that sum insured for a claim for that item, the sum insured is not reinstated.

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

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

### Special definitions of words used in this policy

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

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

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

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

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

**Machine** means the items shown on the certificate of insurance, but not electronic equipment other than electronic scales, cash registers, microwave ovens and electronic controls on a Machine.

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

**Turnover** means the money paid or payable to You for:

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

**Variable Costs** means:

- wages; and
- costs,

of the Business which vary in direct proportion to Turnover.

# Electronic equipment policy

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

*You only have this policy if the risk 'Electronic equipment' is shown on the certificate of insurance.*

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

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

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on page 10 apply to words used in this policy.*

<b>The types of cover We offer</b>	<b>32</b>
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<b>What is not insured under any section of this policy</b>	<b>33</b>

## The types of cover We offer

We offer 3 different types of insurance cover:

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

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

## Section 1: the insurance for electronic equipment

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

You are only insured for theft of electronic equipment if:

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

## What is not insured for electronic equipment

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

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

Please also refer to the information on page 33 'What is not insured under any section of this policy'.

## What We pay for accidental damage to or theft of electronic equipment

We pay:

- the reasonable cost to repair the damaged item of equipment; or
- what it would cost to buy a new item of a similar make or model; or
- the sum insured shown on the certificate of insurance for the item of electronic equipment,

whichever is less.

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

## Special conditions for the insurance of electronic equipment

### Reinstatement of sum insured

If a sum insured is shown for an item on the certificate of insurance and

We pay:

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

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

### Unoccupied building

You are not insured under this section of the policy if a building which contains any of the insured electronic equipment is left unoccupied for more than 60 consecutive days unless You tell Us before the 60 days begin and We agree to continue to insure the electronic equipment.

## Section 2: the insurance for increased costs of working

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

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

## What is not insured for increased costs of working

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

### 1 a cost You incur during an interruption to:

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

### 2 more than 4 consecutive weeks interruption due to a delay in repairing or restoring an item manufactured overseas if the delay is wholly or partially caused by the time taken to:

- comply with an order, measure or restriction imposed by a public authority
- procure a replacement item of equipment or part from overseas
- transport an item of equipment or parts between the Business Premises and an overseas place of repair or restoration
- bring an overseas based specialist or consultant to Australia to attend to repairs or restoration.

Please also refer to the information on page 33 'What is not insured under any section of this policy'.

## What We pay for increased costs of working

We pay:

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

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

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

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

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

- 'Electronic data processing media and information' is shown on the certificate of insurance; and
- the loss or damage occurs during the Period of Insurance:
  - at the Business Premises
  - at a media storage location in Australia
  - anywhere in Australia where the computer, word processor or typesetting computer is temporarily located for processing purposes
  - on a journey between any of the above locations.

## What is not insured for electronic data processing media and information

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

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

*Please also refer to the information on this page 'What is not insured under any section of this policy'.*

## What We pay for electronic data processing media and information

We pay:

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

but only if You replace the media and restore the information within 3 months of the loss or damage occurring.

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

## What is not insured under any section of this policy

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

1. directly caused by rain, hail or snow to an insured item unless that item was contained in a secured building or vehicle when the damage occurred
2. directly caused by earth movement (except earthquake) no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion or heaving
3. directly caused by Flood
4. directly caused by sea or tidal wave (even if caused by an earthquake)
5. directly caused by Storm Surge or tsunami
6. that is recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement.

# Motor vehicle policy

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

*You only have this policy if the risk 'Motor vehicle' is shown on the certificate of insurance.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on page 10 apply to words used in this policy.*

<b>The types of cover We offer</b>	<b>35</b>	<b>Use with 'Comprehensive' cover</b>	
<b>The use of Your Vehicle for which You are insured under section 1 of this policy (if Your Vehicle is damaged or stolen) and section 2 of this policy (the insurance for legal liability)</b>	<b>35</b>	Named drivers only	38
<b>What is not insured under sections 1 and 2 of this policy</b>	<b>35</b>	No claim bonus protection	38
<b>When You are not insured under sections 1 and 2 of this policy</b>	<b>36</b>	<b>Section 2: the insurance for legal liability</b>	<b>38</b>
<b>Section 1: what You are insured for if Your Vehicle is damaged or stolen</b>	<b>36</b>	<b>What is not insured for legal liability</b>	<b>38</b>
<b>Additional benefits - Private Use with 'Comprehensive' cover</b>		<b>What We pay for legal liability</b>	<b>38</b>
AAA rating bonus	38	<b>Additional benefits for legal liability</b>	
Automatic cover for replacement vehicle	37	Damage to Your Vehicle by an uninsured vehicle	39
Hire costs	37	Other vehicles	39
Insurance of a hired or borrowed vehicle	37	Your employer or principal	39
Personal property	37	<b>Special condition which applies to sections 1 and 2 of this policy - excesses</b>	<b>39</b>
Trailer	37	Excesses for Young, inexperienced and other drivers	39
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Emergency repairs and towing	37	<b>Special definitions of words used in this policy</b>	<b>40</b>
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<b>Optional benefits for Private</b>			

## The types of cover We offer

We offer 3 different types of insurance against the physical loss of or physical damage to Your Vehicle and Your liability for Damage to Property or Personal Injury caused by Your Vehicle. The table below shows each type of insurance cover We offer.

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

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

IF THE CERTIFICATE SHOWS	YOU GET
Comprehensive	<p><b>insurance against accidental damage to or theft of Your Vehicle</b></p> <p>plus the additional benefits noted in this policy for Private Use if 'Private Use' is shown on the certificate of insurance</p> <p>plus the insurance for legal liability</p> <p>plus the additional benefits for legal liability</p>
Fire theft and legal liability	<p><b>insurance for fire and theft only</b></p> <p>plus the insurance for legal liability</p> <p>plus the additional benefits for legal liability</p>
Legal liability	<p><b>insurance for legal liability</b></p> <p>plus the additional benefits for legal liability (You are not insured against damage to Your Vehicle except in very limited circumstances - see page 39 - Damage to Your Vehicle by an uninsured vehicle)</p>

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

We allow You to insure Your Vehicle for 1 of 3 uses: 'Private Use', 'Business Use' or Farm Use. We tell You in the special definitions on page 40 what We mean by each of these terms.

The use for which Your Vehicle is insured is shown on the certificate of insurance.

## What is not insured under sections 1 and 2 of this policy

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

- 1 wear, tear, corrosion, rust or gradual deterioration**
- 2 a structural failure, mechanical, electrical, electronic or hydraulic breakdown, failure or breakage**
- 3 damage to a tyre directly caused by the road, by the application of brakes or by a puncture or burst**
- 4 loss of use except as specifically provided in this policy or shown on the certificate of insurance**
- 5 theft by any person:**
  - who is insured by this policy
  - to whom Your Vehicle is on hire
  - for whose debt Your Vehicle is security under an agreement entered into by any Person insured by this policy.

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

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

- 1 is being driven, towed, operated by or in the charge of a person who:**
    - did not have a licence required by law; or
    - was under the influence of alcohol or a drug; or
    - had more than the legal limit of alcohol or a drug in their blood; or
    - subsequently refused to undergo a legal test for the amount of alcohol or a drug in their blood in connection with their driving, towing, operating or being in charge of the vehicle
- If You were not the driver or the person operating or in charge of the vehicle at the time of the loss, damage or Occurrence, We will not rely on this exclusion if You can satisfy Us that at the time of the loss, damage or Occurrence You did not know and could not reasonably have known, that the driver or person operating or in charge of Your Vehicle:*
- did not have the required licence; or
  - was or might be under the influence of alcohol or a drug
- 2 is being used for a use other than the one shown on the certificate of insurance**
  - 3 is being used whilst unregistered when the law requires it to be registered**
  - 4 is unsafe or unroadworthy**
  - 5 forms part of Your stock in trade**
  - 6 is being used in an experiment, stunt, racing, pace-making, reliability trial, hill climbing, sporting event or demonstration**
  - 7 is carrying, lifting or towing a heavier load or carrying more passengers than designed for or permitted by law**
  - 8 is carrying a passenger for payment unless as part of a private vehicle pooling arrangement**
  - 9 is being let or hired**
  - 10 is being used to teach driving skills for reward.**

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

### Comprehensive cover

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

- repair it or pay You the reasonable cost of repairs at the time of the damage or theft; or
- pay You the sum insured for Your Vehicle if it is a total loss and 'Private Use' and 'Agreed Value' are shown on the certificate of insurance; or
- pay You the Retail Cost (excluding registration and insurance) at the time that it was damaged or stolen if Your Vehicle is a total loss and 'Private Use' and 'Retail Cost' are shown on the certificate of insurance; or
- pay You the lesser of the sum insured for Your Vehicle and Retail Cost (excluding registration and insurance) at the time that it was damaged or stolen if Your Vehicle is a total loss and 'Business Use' or 'Farm Use' are shown on the certificate of insurance.

### Fire theft and legal liability

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

- repair it or pay You the reasonable cost of repairs; or
- pay You the lesser of the sum insured and Retail Cost (excluding registration and insurance) at the time that it was damaged or stolen if Your Vehicle is a total loss.

### New vehicle

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

- We consider that Your Vehicle is a total loss as a result of an insured event; and
- 'Private Use' and 'Comprehensive' are shown on the certificate of insurance; and
- Your vehicle is within 2 years of the date of its original registration

- and it was new or a demonstration model when You purchased it; and
- the odometer reading is 35,000 kilometres or less at the time of the total loss; and
- the agreed value (if 'Agreed Value' is shown on the certificate of insurance) is at least 80% of what it would cost to buy the new vehicle (excluding registration and insurance).

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

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

If 'Agreed Value' is shown on the certificate of insurance and that agreed value is:

- more than what it would cost to buy the new vehicle; or
  - less than 80% of what it would cost to buy the new vehicle,
- then We will pay You the agreed value.

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

### Our repair policy

We do not operate a 'Network Smash Repairer Scheme'. We may refer You to a preferred repairer, but only if We are satisfied that they are suitable and competent to complete the repairs. We authorise the use of genuine parts wherever available. Recycled parts are only used where necessary given the age and condition of Your vehicle. A repairer might sub let repairs if the nature of repairs requires an expertise in a different discipline. If We authorise any repair work to Your Vehicle and it is not of an appropriate standard, We will arrange rectification of that work on Your behalf.

### Parts

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

### Total loss

If We consider that Your Vehicle is a total loss as a result of an accident or theft, We are entitled to claim the wreck if We pay at least the Retail Cost or the agreed value if 'Agreed Value' is shown on the certificate of insurance.

We regard Your Vehicle as a total loss if:

- the cost of repairs plus salvage value equals or exceeds the sum insured or Retail Cost; or
- it is not found within 2 weeks of Your reporting it as stolen to the police.

## Additional benefits – Private Use with 'Comprehensive' cover

You have these additional benefits if 'Private Use' and 'Comprehensive' are shown on the certificate of insurance for Your Vehicle. *You do not have these additional benefits if a trailer, motorised caravan, mobile or motor home or motor cycle is shown as Your Vehicle on the certificate of insurance.*

### AAA rating bonus

We give You 'AAA' rating when You have insured Your Vehicle with Us under a comprehensive cover for at least 2 consecutive years on a full no-claim bonus and You have not made a claim for theft or an accident involving that vehicle or a replacement vehicle where You are at fault.

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

In addition, We pay up to \$1,000 in total for accommodation, transport and vehicle hire costs if Your Vehicle becomes unusable as a result of accidental damage or theft during the Period of Insurance.

We only pay the reasonable:

- cost You incur to obtain transport to Your home or Your destination or to alternative accommodation
- rent You incur for alternative accommodation
- hire cost You incur for a temporary replacement vehicle of a similar type.

We do not pay these vehicle hire costs if You are entitled to the additional benefit 'Hire costs' after Your Vehicle is stolen.

### Automatic cover for replacement vehicle

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

Period of Insurance if:

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

### Hire costs

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

### Insurance of a hired or borrowed vehicle

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

- on the same terms and conditions as We would for Your Vehicle; and
- up to the 'Agreed Value' shown on the certificate of insurance or the Retail Cost (excluding registration and insurance) of Your Vehicle at the time of the loss or damage, if 'Retail Cost' is shown on the certificate of insurance.

*Please speak to Us if the value of the hired or borrowed vehicle is greater than Your Vehicle and You want to discuss taking out additional insurance.*

### Personal property

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

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

We do not pay for loss of or damage to:

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

### Trailer

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

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

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

## Additional benefits – all uses with 'Comprehensive' cover

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

### Emergency repairs and towing

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

- Your Vehicle towed from the place at which it was damaged to the nearest safe or secure place; and
- emergency repairs carried out on Your Vehicle to make it safe and roadworthy,

as a result of that damage.

### General average/salvage costs

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

### No fault bonus

You do not have to pay an excess on a claim and You do not lose Your no-claim bonus if Your Vehicle is accidentally damaged and in Our opinion the driver of Your Vehicle was not at fault and You provide Us with the registration number of the other vehicle and the name and address of its owner or driver.

### Recovery costs

If Your Vehicle is stolen during the Period of Insurance and recovered within 2 weeks of it being stolen, We pay up to \$500 towards the cost of returning Your Vehicle to the place where You usually keep it.

## Replacement keys and locks

If during the Period of Insurance:

- a key to Your Vehicle is stolen; or
- a lock barrel of Your Vehicle is damaged by someone in the course of them stealing or attempting to steal Your Vehicle,

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

## Signwriting costs

If Your Vehicle is:

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

## Windscreen bonus

You do not lose Your no claim bonus for a broken windscreen or window glass claim if:

- the windscreen or window was broken by accident; and
- the broken windscreen or window is the only damage arising out of the accident; and
- it is more than one year since Your Vehicle had a broken windscreen or window for which We paid a claim.

## Optional benefits for Private Use with 'Comprehensive' cover

### Named drivers only

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

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

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

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

### No claim bonus protection

If 'No claim bonus protection' is shown on the certificate of insurance, You retain Your entitlement to a no claim bonus in connection with Your Vehicle if You make only one claim on this policy where You are at fault.

You are only entitled to this benefit if:

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

## Section 2: the insurance for legal liability

If 'Comprehensive', or 'Fire theft and legal liability', or 'Legal liability' are shown on the certificate of insurance, We pay all amounts that You (or any person driving or in charge of Your Vehicle with Your permission) are legally liable to pay as compensation for:

- Personal Injury
- Damage to Property

directly caused by Your Vehicle or the use of Your Vehicle and arising out of an Occurrence that happened in Australia during the Period of Insurance.

## What is not insured for legal liability

This policy does not insure You against liability:

### 1 for Personal Injury to:

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

- 2 for Personal Injury if Your Vehicle is registered or the Person making the claim on this policy is required by law to be insured against that liability under another policy of insurance
- 3 arising pursuant to or in connection with an agreement in which You expressly take on a legal liability which would not have been imposed if the agreement had not been made
- 4 for loss of or damage to property belonging to a Person insured under this policy
- 5 for loss of or damage to the load or contents of Your Vehicle or any vehicle towed by Your Vehicle.

## What We pay for legal liability

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

### Other policies

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

## Additional benefits for legal liability

### Damage to Your Vehicle by an uninsured vehicle

If Your Vehicle is in an accident with another vehicle during the Period of Insurance, We will pay for the damage to Your Vehicle and the cost of towing Your Vehicle to the nearest safe or secure place.

We pay this benefit only if:

- 'Fire theft and legal liability' or 'Legal liability' together with 'Private Use' are shown on the certificate of insurance for Your Vehicle; and
- in Our opinion, the driver of Your Vehicle was not to blame for the accident and You supply Us with the registration number of the other vehicle and the name and address of its owner or driver; and
- neither the owner nor the driver of the other vehicle is insured against their liability for the damage to Your Vehicle.

We pay up to \$5,000 towards the reasonable cost to repair Your Vehicle or if it is a total loss, its Retail Cost (excluding registration and insurance) at the time of the accident. If We pay the Retail Cost then, at Our option, We are entitled to claim the wreck.

### Other vehicles

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

You have his benefit only if one temporary replacement vehicle is being used at any one time in place of Your Vehicle.

### Your employer or principal

This policy is extended to insure Your employer or principal against their legal liability directly caused by Your use of Your Vehicle for their business.

You do not have this benefit if Your Vehicle belongs to Your employer or principal.

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

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

## Special condition which applies to sections 1 and 2 of this policy - excesses

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

If more than one of these excesses is applicable, then You must pay all of them and also any other applicable excess shown on the certificate of insurance.

### Excesses for Young, inexperienced and other drivers

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

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

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

- is:
  - under 19 years of age
  - 19 - 20 years of age
  - 21 - 24 years of age
  - 25 years of age and over and has held a driver's licence for less than 2 years
- has been licensed for less than 2 consecutive years following re-issue or reinstatement of a driving licence after its cancellation or suspension.

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

- Your Vehicle is stolen or damaged as a result of theft or attempted theft by anyone other than a member of Your Family
- You are entitled to the additional benefit 'No fault bonus' described on page 37
- Your claim is only for the additional benefit 'Windscreen bonus' described on page 38
- Your claim is only for additional benefit 'Damage to Your Vehicle by an uninsured vehicle' described on this page.

### Vehicle excess

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

*You do not have to pay the vehicle excess if:*

- *You are entitled to the additional benefit 'No fault bonus' described on page 37*
- *it relates to a claim for the additional benefit 'Damage to Your Vehicle by an uninsured vehicle' described on this page*
- *the claim against You is for damage to an underground service or underground property or loss as a result of the damage and You are not claiming for damage to Your Vehicle.*

## Special definitions of words used in this policy

**Business Use** means:

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

**Business Use** includes Your vehicle being used:

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

**Farm Use** means:

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

**Farm Use** includes Your vehicle being used:

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

**Private Use** means:

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

**Private Use** includes Your vehicle being used:

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

**Retail Cost** means what it would cost to buy a vehicle of a similar make, model and condition, ignoring accessories and modifications not usually factory fitted to such a vehicle unless they are listed on the certificate of insurance under the heading 'Accessories', at the time of the loss or damage.

**Your Vehicle** means the vehicle shown on the certificate of insurance and:

- the tools which are normally offered for sale with vehicles of a similar make and model
- accessories that are usually factory fitted by the manufacturer or dealer to such a vehicle (but not a caravan annexe if Your Vehicle is a caravan)
- non standard equipment or accessories including those fitted by the manufacturer or dealer, up to a value of \$500
- an accessory specified on the certificate of insurance under a heading 'Accessories',

which are on, attached to or locked in Your Vehicle at the time of damage or theft.

# Pleasure boat policy

*This policy insures Your Boat.*

*You only have this policy if the risk 'Pleasure boat' is shown on the certificate of insurance.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on page 10 apply to words used in this policy.*

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## The types of cover We offer

We offer insurance cover for:

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

## Section 1: the insurance against accidental damage or theft

### If Your Boat is not a surfcat, sailboard or similar funcraft

This policy insures You against:

- accidental damage to Your Boat
- theft of or from Your Boat,

occurring during the Period of Insurance.

### If Your Boat is a surfcat, sailboard or similar fun craft

This policy insures You against

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

occurring during the Period of Insurance.

## What is not insured under section 1 of this policy

### Section 1 of this policy does not insure You against:

#### 1 damage to:

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

#### 2 damage directly caused by:

- structural failure
- mechanical, electrical, electronic or hydraulic breakdown

- wear, tear, corrosion, rust or gradual deterioration
- vermin, insects or borers
- marine growth

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

#### 4 theft by any Person:

- insured by this policy
- for whose debt Your Boat is security under any agreement entered into by a Person insured by this policy.

*Please also refer to the information on page 43, 'When You are insured under sections 1 and 2 of this policy' and 'When You are not insured under sections 1 and 2 of this policy'.*

## What We pay if Your Boat is damaged or stolen

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

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

We pay up to the Retail Cost as New or the sum insured shown on the certificate of insurance, whichever is less.

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

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

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

### Total loss

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

- the Retail Cost as New if it is less than 3 years old from the date of manufacture and the sum insured shown on the certificate of insurance is at least 80% of the Retail Cost as New; or
- the Retail Cost or the sum insured shown on the certificate of insurance if Your Boat is 3 years or

older from the date of manufacture, whichever is less.

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

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

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

## Additional benefits

### Automatic cover for a replacement boat

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

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

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

### Clean up costs

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

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

This benefit is in addition to the sum insured.

### Equipment and accessories

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

- accidental damage directly caused by Your Boat being stranded or sunk, catching on fire, or colliding with any external object
- theft if Your Boat is stolen and the item is on or in Your Boat at the time

- theft following forcible entry to Your Boat or the building where it is kept (but only if Your Boat or building is locked),

occurring during the Period of Insurance.

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

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

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

### Stranding

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

### Towing

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

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

### Your Personal Effects

We pay up to \$200 any one item of Personal Effects and up to \$2,000 for all claims relating to all Personal Effects arising out of the one event during the Period of Insurance.

## Section 2: the insurance for legal liability

We insure You (or anyone driving or in charge of Your Boat or acting as an observer on it with Your permission), for legal liability to pay compensation for:

- Personal Injury
- Damage to Property
- an attempt to raise, remove or destroy the wreck of Your Boat, or any negligent failure by You to do so,

directly caused by Your Boat or the use of Your Boat and arising out of an Occurrence that happened during the Period of Insurance.

## What Your legal liability insurance does not insure against

Section 2 of this policy does not insure You against a liability:

- 1 pursuant to or in connection with an agreement in which the Person making the claim on this policy expressly takes on a legal liability which would not have been imposed if that agreement had not been made**
- 2 directly or indirectly caused by or arising out of a seeping, polluting or contaminating substance, including a cost to clean up or remove the substance**
- 3 for the cost to remove subsurface oil, gas or any similar substance or property of another Person consequent on damage directly caused by Your Boat**
- 4 for the cost of a search, location, recovery, salvage or similar action by a sea or air rescue or recovery service**
- 5 for damage to property belonging to You or in Your possession, custody or control**
- 6 for Personal Injury to:**
  - You or anyone living permanently with You or an employee or Your agent, contractor or subcontractor
  - a person driving or in charge of Your Boat or acting as an observer on it
  - a person driving or in charge of the vehicle towing Your Boat
  - a member of the crew of Your Boat (whether a volunteer or not)
  - a person while kite-skiing, paragliding or engaging in any other airborne activity while being towed by Your Boat (unless the death or injury occurs to a person while on Your Boat)
  - a person while waterskiing from Your Boat unless 'Waterskiing' is shown on the certificate of insurance
- 7 for Personal Injury if the Person making the claim on this policy is required by law to be insured against that liability under another policy of insurance.**

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

You are only insured when Your Boat is:

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

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

### 1 You are not insured when Your Boat:

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

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

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

## What We pay for legal liability

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

## Special definitions of words used in this policy

**Personal Effects** means the following personal effects belonging to You or anyone on Your Boat with Your permission:

- clothing
- shoes
- waterproof gear and bags
- food and beverage coolers
- hats and caps
- wallets and purses excluding cash and credit cards
- toiletry items
- keys and pens
- portable radio, radio cassette and compact disc players.

**Personal Effects** does not include goods or equipment used for water skiing, fishing, diving or any other water sport.

**Retail Cost as New** means what it would cost to buy a new item of a similar make or model at the time of the loss or damage.

**Retail Cost** means what it would cost to buy an item of a similar make, model and condition at the time of the loss or damage.

**Salvage Charges** means those costs You are liable to pay a Person who salvages Your Boat independently of a contract to do so.

**Your Boat** means the following if the item is specified on the certificate of insurance:

- its hull, including permanent attachments to it (but not motors) normally offered for sale with boats of a similar type
- its motors
- its masts/spars, including sails and rigging
- its dinghy
- its trailer.

**Your Boat** includes Personal Effects while they are on Your Boat.

# Personal accident and illness policy

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

*You only have this policy if the risk 'Personal accident and illness' is shown on the certificate of insurance.*

*The General conditions on page 8 and the General exclusions on page 9 apply to this policy. The General definitions on page 10 apply to words used in this policy.*

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## The types of cover We offer

We have 4 different types of insurance cover.

You have insurance for:

- an accident if 'Accident only' is shown on the certificate of insurance
- an accident that happens during leisure hours only, if 'Accident during leisure hours only' is shown on the certificate of insurance
- an accident and an illness if 'Accident and illness' is shown on the certificate of insurance
- an accident during leisure hours only and an illness, if 'Accident during leisure hours only and illness' is shown on the certificate of insurance.

The insurance You have taken out is shown on the certificate of insurance.

## What You are insured against

### Accident

If 'Accident' is shown on the certificate of insurance, this policy insures You against bodily injury, inability to work or death directly caused by an accident that occurs during the Period of Insurance.

This policy only insures You if the accident:

- causes bodily injury, inability to work or death solely and independently of any other cause; and
- is caused by violent external and visible means.

If 'Accident during leisure hours only' or 'Accident during leisure hours only and illness' is shown on the certificate of insurance, You are only insured if the accident occurs during leisure hours.

### Illness

If 'Accident and illness' or 'Accident during leisure hours only and illness' is shown on the certificate of insurance, this policy also insures You against inability to work directly caused by illness.

This policy only insures You if:

- the illness causes inability to work solely and independently of any other cause; and

- the illness was contracted during the Period of Insurance but not within the first 28 days of the first Period of Insurance. There is no 28 day waiting period when You renew Your policy in a second or later year.

## What is not insured

This policy does not insure You against:

- 1 bodily injury, inability to work or death:**
  - **which happens while You are:**
    - under the influence of alcohol or a drug
    - taking part in a riot or civil commotion
    - riding on a motorcycle or scooter unless You are engaging directly in farming activities or 'Motorcycling' is shown on the certificate of insurance
    - engaging in a professional sporting activity
    - engaging in football, waterskiing, polo, an underwater activity or snow or ice sport unless the relevant activity is shown on the certificate of insurance
    - engaging in ski jumping, bungee jumping, racing (except on foot), hunting on horseback, rodeo, mountaineering, abseiling or caving
    - travelling by air or engaging in an aerial activity unless travelling as a passenger in a licensed aircraft operated by a licensed pilot on a recognised airline over an established air route
  - **which is attributable wholly or in part to:**
    - pregnancy or childbirth, even if the childbirth may have been accelerated or induced by an accident or illness
    - intentional or attempted self injury or suicide
    - a sexually transmissible disease
    - Avian Influenza ('bird flu'); Bovine Spongiform Encephalopathy or Creutzfeldt-Jakob Disease ('mad cow disease'); Sudden Acute Respiratory Syndrome ('SARS'); or any strain or mutant variation of any of these
    - a disease declared by the Governor General,

by proclamation, to be a 'quarantinable disease' under the *Commonwealth Quarantine Act 1908*.

- 2 an illness directly or indirectly caused by or arising out of an accident that We insured under Our personal accident and illness policy and which occurred before the commencement of the Period of Insurance.**

## Additional benefits

### Accommodation

If We have paid or agreed to pay You benefits for any of items 2 to 27 inclusive in the table on pages 47 and 48 and the accident or illness that gave rise to Your entitlement to benefits has resulted in You being admitted as an inpatient of a hospital more than 200 kilometres from the home in which You permanently reside, We pay up to \$2,000 towards the reasonable costs You incur to accommodate a member of Your Family in the vicinity of the hospital so that they can visit You.

### Modification to Your motor vehicle or home

If We have paid or agreed to pay You benefits for any of items 2 to 27 inclusive in the table on pages 47 and 48 and the accident or illness that gave rise to Your entitlement to benefits has resulted in You:

- being totally and permanently unable to engage in or attend to a profession, business or occupation; or
- suffering permanent and incurable quadriplegia, paraplegia or paralysis of all limbs,

We pay up to \$10,000 towards the reasonable costs You incur to modify the motor vehicle You usually drive or the home in which You permanently reside to accommodate Your physical condition resulting from the accident or illness. We only pay this benefit if We have approved the cost before You incur it.

## What We pay

We pay the compensation set out in the table below if You die or suffer a total loss of the effective use of any of the items 2 – 23. For items 1 – 24 (shown in the tables on this page and on the next page), the compensation is the percentage of the 'Capital sum insured' shown on the certificate of insurance and for items 25 – 27 (shown in the table on the next page), the percentage of the 'Weekly sum insured' shown on the certificate.

DEATH OR INJURY DIRECTLY CAUSED BY AN INSURED ACCIDENT			
			COMPENSATION % of capital sum insured
<b>Death</b>	1		100%
<b>Sight</b>	2	Loss of sight both eyes	100%
	3	Loss of sight one eye	50%
	4	Loss of binocular vision	50%
<b>Hearing</b>	5	Loss of hearing in one ear	50%
	6	Loss of hearing in both ears	75%
<b>Speech</b>	7	Loss of power of speech	75%
<b>Arm</b>	8	Loss of arm above elbow	90%
	9	Loss of arm below elbow	80%
<b>Leg</b>	10	Loss of leg at or above knee	90%
	11	Loss of leg below knee	80%
<b>Hand, thumb or finger</b>	12	Loss of both hands	100%
	13	Loss of hand or thumb and 4 fingers	80%
	14	Loss of thumb or forefinger	30%
	15	Loss of any finger other than forefinger	20%
	16	Loss of end joint (distal phalanx) of thumb or of any finger	15%
<b>Hand and foot</b>	17	Loss of a hand and a foot	100%
<b>Foot or toe</b>	18	Loss of both feet	100%
	19	Loss of one foot	75%
	20	Loss of big toe	25%
	21	Loss of any toe other than big toe	10%
	22	Loss of end joint (phalanx) of big toe	10%
	23	Loss of end joint (phalanx) of any other toe	5%

*We pay compensation on items 2 – 23 only for total loss of effective use – not partial loss or impairment.*

INABILITY TO WORK DIRECTLY CAUSED BY AN INSURED ACCIDENT		COMPENSATION
24	<p><b>Permanent</b></p> <p>Total and permanent inability to engage in or attend to any profession, business or occupation - the benefit is not payable until after the inability has continued for a period of 12 consecutive calendar months.</p> <p>This item is in addition to any benefit payable under items 25, 26 or 27</p>	100% of capital sum insured
25	<p><b>Temporary</b></p> <p>Total inability to engage in or attend to Your usual profession, business or occupation, occurring within 12 calendar months of the date of the accident</p>	100% of Weekly sum insured
26	<p>Partial inability to engage in or attend to Your usual profession, business or occupation, occurring within 12 calendar months of the date of the accident</p>	25% of Weekly sum insured
INABILITY TO WORK DIRECTLY CAUSED BY AN INSURED ILLNESS		
27	<p>Total inability to engage in or attend to Your usual profession, business or occupation for a period of not less than 7 consecutive days from the date on which medical attention is first sought for the illness</p>	100% of Weekly sum insured

## Funeral expenses

If We pay compensation under item 1 in the table, We also pay Your Estate \$5,000 for funeral expenses.

## Limits on compensation

If more than one type of injury is caused by an accident, We pay only for the one that gives the highest benefit.

Any benefit paid for items 1-23 is reduced by any benefit paid for items 25 or 26 (and vice versa) if the benefits are all payable as a result of the one accident.

We do not pay more than the 'Capital sum insured' shown on the certificate of insurance for the total of all accidents and illness occurring during the Period of Insurance.

With items 25, 26 and 27 We do not pay a benefit for more than:

- one of them at the one time
- the number of weeks shown as the 'Compensation period' on the certificate of insurance.

## Special conditions

### Attending medical appointments

You must comply with any reasonable request We make for You to attend a medical examination with a medical practitioner of Our choice if You are claiming a benefit under this policy. We will pay for the cost of any medical examinations We arrange.

### Change of occupation

You must give Us written notice immediately if You change Your profession, business or occupation. We have the right to cancel or change the terms on which We are prepared to offer or continue cover.

### Compensation from other sources

If You or Your Estate have been paid or are entitled to be paid compensation for Your injury, inability to work or death by a Person legally liable to compensate You (other than under a personal accident, sickness, illness or life insurance policy You have taken out), the amount We have to pay under this policy is reduced by the amount of the other compensation. If You receive that compensation after We have paid You under this policy, You have to refund what We have paid You to the extent of the other compensation You receive.

### How to claim

You or anyone making a claim must give Us written notice, with full details of any injury, inability to work, death or disappearance, as soon as possible after it occurs.

## Medical advice

You must obtain and act on medical advice promptly if You are claiming benefits for a bodily injury or illness.

### No cover for initial period

When 'Exclusion of initial period' is shown on the certificate of insurance, We do not pay any compensation for items 25, 26 or 27 arising out of any injury or illness for this initial period.

## Contact Us

NSW (02) 6363 7195

QLD (07) 3721 5100

SA (08) 8373 9200

TAS (03) 6331 5022

VIC (03) 9342 1200

WA (08) 9273 5333

Or call 1300 934 934  
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[www.wfi.com.au](http://www.wfi.com.au)

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