



MOBILE BUSINESS INSURANCE

Product Disclosure Statement
and Policy Wording



LUCKY YOU'RE WITH

AAMI



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Welcome to AAMI Mobile Business Insurance

Thank **you** for considering AAMI Mobile Business Insurance direct. **You**'ve probably been dealing direct for **your** home or car insurance, so it makes sense to do the same for **your** business insurance.

AAMI Business Insurance specialises in providing direct insurance solutions to small businesses in Australia.

AAMI Business Insurance offers:

- the option to pay by the month;
- the option to customise cover;
- hassle-free claims lodgement;
- plain language policy documentation.

AAMI Business Insurance is part of the Suncorp Group of companies.

Who is the insurer?

AAI Limited ABN 48 005 297 807 trading as AAMI Business Insurance is the insurer and issuer of this product.

How to contact us

You may contact **us** by:

- Phone us on: 13 22 44
- to lodge or discuss a claim on 13 22 44
- By email: businessinsurance@aami.com.au
- our website on www.aami.com.au

About your insurance policy

Your policy is a legal contract between **you** and **us**. The contract is based on the information **you** gave **us** when **you** applied for the insurance and any subsequent information which **you** have supplied.

Your policy is made up of the **Product Disclosure Statement (PDS)** and Policy Wording, any **Supplementary PDS (SPDS)** **we** may send **you**, any **endorsements** and the **policy schedule**. **You** should read all these documents together to tell **you** what **we** cover, what **we** exclude, what **we** pay to settle claims and other important information.

We will provide cover under those Policy sections shown on the **policy schedule** and for those Optional insurances shown on the **policy schedule** for the **period of insurance**. The commencement date and expiry date of the **period insurance** is shown on **your policy schedule**.

You must pay the premium by the due date and comply with all of the **policy** conditions.

The General policy conditions listed on pages 19 to 22, General claims conditions listed on pages 22 to 27 and General exclusions listed on pages 27 to 30 apply to the whole **policy**. Unless otherwise expressly stated these apply to each of the Policy sections, including any Extra covers, Additional benefits or Optional insurances in those Policy sections. Specific conditions, definitions and exclusions also apply to individual Policy sections and any Extra covers, Additional benefits or Optional insurances in those Policy sections.

Some of the words used in this **PDS** have a special defined meaning. These words are in **bold** in this **PDS** and Policy Wording. Most of the words **we** have defined are listed in the General definitions on pages 31 to 36 or the Definitions of the applicable Policy section. The words may appear without bold type in **endorsements**.

About this Product Disclosure Statement and Policy Wording

We are required to give **you** a **PDS** if **you** are insuring **vehicles** (not exceeding 2 tonnes) under Policy section 5: Commercial motor and **you** are:

- an individual; or
- a small business, having:
 - in the case of a non-manufacturing business, less than 20 employees; or
 - in the case of a manufacturing business, less than 100 employees.

This PDS and Policy Wording has 3 parts:

- Part 1 contains information about **your** rights and responsibilities, including how to contact **us** if **you** have a complaint. Part A applies to all Policy sections and should be read by all persons who take out this insurance.
- Part 2 contains information that only applies to persons insuring **vehicles** (not exceeding 2 tonnes) under Policy section 5: Commercial motor.
- Part 3 contains **your** AAMI Mobile Business Policy Coverage. It applies to all persons who take out this insurance.
- Part 4 contains the Privacy Statement.

To understand the terms and conditions of **your** policy **you** must read all parts of the **PDS** and Policy Wording.

Communicating with you electronically

We may agree to send **your** policy documents and policy related communications electronically. This will be by email and/or other types of electronic communication methods. Policy documents and policy communications will be provided to **you** in this way until **you** tell **us** otherwise or **we** tell **you** it is no longer suitable. If **we** agree to communicate with **you** electronically, **you** will need to provide us with **your** current email address and **your** Australian mobile phone number. **You** must contact **us** if any of these contact details change. Each electronic communication will be deemed to be received by **you** at the time it leaves **our** information system.

Part 1: Your rights and responsibilities

This part of the **PDS** and Policy Wording applies to all Policy sections described in Part 3 of **your PDS** and Policy Wording. All policyholders need to read this Part 1.

Your duty of disclosure

Before **you** enter into an insurance contract, **you** have a duty to tell **us** anything that **you** know, or could reasonably be expected to know, may affect **our** decision to insure **you** and on what terms.

You have this duty until **we** agree to insure **you**.

You have the same duty before **you** renew, extend, vary or reinstate an insurance contract.

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

- reduces the risk **we** insure **you** for; or
- is common knowledge; or
- **we** know or should know as an insurer; or
- **we** waive **your** duty to tell **us** about.

If you do not tell us something

If **you** do not tell **us** anything **you** are required to, **we** may cancel **your** contract or reduce the amount **we** will pay **you** if **you** make a claim, or both.

If **your** failure to tell **us** is fraudulent, **we** may refuse to pay a claim and treat the contract as if it never existed.

Cooling off period

You have the right to cancel and return the insurance **policy** or a section of the **policy** by notifying **us** within 30 days of the date it was issued to **you** ("cooling off period") unless **you** wish to make or have made a claim under the **policy** within the cooling off period.

If **you** cancel **your policy** or a section of the **policy** during the cooling off period, **we** will return the amount **you** have paid and **you** will have no cover.

In addition, if **you** vary **your policy** (for example by adding a Policy section, **endorsement** or increasing an **insured amount**), **you** have the right to cancel that variation within 30 days of the date it was added by notifying **us** in writing ("additional cooling off period")

unless **you** wish to make or have made a claim under that variation within the additional cooling off period. If **you** cancel the variation during the additional cooling off period, **we** will return the amount **you** have paid for that variation.

To cancel **your policy** at other times (including when a claim has been made during the cooling off period), see “Cancellations” below.

Cancellations

How you may cancel

You can cancel **your policy** at any time by telling **us you** want to cancel it. The cancellation takes effect on the date **we** receive **your** request. If **you** cancel **your policy**, **we** will refund the proportion of **your** premium for the unexpired **period of insurance** less any non-refundable government charges if the refund is more than \$10. If you pay by instalments, on cancellation **you** agree to pay **us** any portion of the premium that is owing but not yet paid and that amount is immediately due and payable.

How we may cancel

We can cancel **your policy** at any time according to law. If **we** cancel **your policy** **we** will refund the proportion of **your** premium for the unexpired **period of insurance** less any non-refundable government charges if the refund is more than \$10. If **we** cancel **your policy** due to fraud, **we** will not refund any money to **you**.

If **you** pay **your** premium by monthly instalments and **your** payment is overdue **we** can refuse to pay a claim if payment is 14 days (or more) late, and **we** can cancel **your policy** if an instalment is 1 month (or more) overdue. **We** will notify **you** of the cancellation.

If **we** pay out a claim for a **total loss** (as defined in Policy section 5) on **your vehicle**, that cover ends. Any Policy section, Extra cover, Additional benefit or Optional insurance for that cover also ends. **We** will not refund any premium. If **you** have been paying **your** premium by monthly direct debit instalments, **we** may deduct the remaining instalment premiums due for the unexpired **period of insurance** from the amount **we** pay for the claim.

The amount of your premium

The premium is the amount **you** pay **us** for this insurance. It reflects what **we** consider is the likelihood of **you** making a claim on the policy and other factors related to **our** cost of doing business. The premium includes stamp duty, Goods and Services Tax (GST) and other government charges. **Your** premium is shown on **your policy schedule**.

In addition to the factors **we** use to calculate **your** premium, the discounts **you** qualify for also affect **your** premium. **Your** premium includes any discounts **you** qualify for and these are applied before adding applicable government charges. **We** can withdraw a discount at any time.

Paying your premiums

You can pay in one annual payment or, if **we** agree, by instalments.

We will tell **you** how much **you** have to pay and how much time **you** have for payment.

You must pay the premium by the due date to obtain this insurance cover.

Any payment reminder **we** send **you** does not change the expiry or due date, unless **we** tell **you** otherwise. If **you** do not pay the premium in full, **we** may reduce the **period of insurance** so it is in line with the amount **you** paid.

Where **you** do not pay **your** premium by the due date for the first **period of insurance** with **us**, **we** can cancel **your** policy. Where **you** do not pay the premium for renewal by the due date, then the renewal policy will not commence and **your** cover will end at the expiry of the previous **period of insurance**.

If **we** accept **your** late payment, **we** may recommence **your** cover from the date **we** received **your** payment. If so, **you** will not have any cover from the expiry of the previous **period of insurance** until the date of payment.

If **you** change **your policy** **you** may be required to pay an additional premium. Where a change to **your** policy results in a premium increase, **you** will have to pay the amount by which **your** premium has increased by the due date to obtain the varied insurance cover.

Overdue monthly instalments

If **you** pay **your** premium by monthly instalments and **your** payment is overdue **we** can refuse to pay a claim if payment is 14 days (or more) late. **We** can cancel **your policy** if an instalment is one month (or more) overdue. **We** will notify **you** of the cancellation.

Excess

This is the amount **you** have to pay each time **you** make a claim under **your policy**. The amounts and types of **excess** that applies to **your policy** is shown either in this **PDS** and Policy Wording or on **your policy schedule**.

If **you** claim under more than one Policy section for one incident or **event**, then **you** only pay the highest **excess** that applies unless expressly stated otherwise in the **policy**. **You** may be required to pay one or more **excesses**. For example, Additional benefits may have their own **excess** which may be in addition to any **excess** that may apply to a claim.

Complaints resolution

We are committed to:

- listening to what **you** tell **us**;
- being accurate and honest in telling **you** about **our** products and services;
- communicating with **you** clearly; and
- resolving any complaints or concerns **you** have in a fair, transparent and timely manner.

If **you** have a complaint concerning this product or **our** services, please tell the people who provided **your** initial service or contact **us** by:

- Telephone: 1300 240 437
- Mail: Internal Dispute Resolution
PO Box 14180
Melbourne City Mail Centre Victoria 8001
- Email: idr@aami.com.au

What we will do to resolve your complaint

When **you** first let **us** know about **your** complaint or concern, **we** will review **your** complaint, consider the facts and attempt to resolve **your** complaint by the end of the next working day.

If **we** cannot resolve **your** complaint to **your** satisfaction within 5 working days **we** will contact **you** to agree reasonable alternative timeframes. **We** will endeavour to send **you** our final decision within 15 working days from the date **you** first made **your** complaint, provided **we** have all necessary information and have completed any investigations required. If **you** are still unsatisfied with the final outcome at **your** request **we** can refer **your** complaint to our Internal Dispute Resolution (IDR) team. Our IDR team will review **your** dispute, and respond to the dispute within 15 working days of **your** complaint being referred to them provided they receive all necessary information and have completed any investigation required.

What if you are not satisfied with our final IDR decision?

We expect our procedures will deal fairly and promptly with **your** complaint. If however **you** are not satisfied with our final decision or if **we** have not been able to resolve the complaint to **your** satisfaction within 45 days **you** may be able to take the complaint to the Financial Ombudsman Service (FOS) Australia.

The FOS is an independent external dispute resolution scheme and its service is free to **our** customers.

You can contact the FOS by:

- Telephone 1800 367 287
- Address Financial Ombudsman Service Limited
GPO Box 3 Melbourne Victoria 3001
- Email info@fos.org.au or
- Website www.fos.org.au

The FOS will tell **you** if they can help **you**, as their services are not available to all customers.

We agree to accept a FOS determination however **you** have the right to take legal action if **you** do not accept their decision.

If **you** want more information on the FOS, please ask **us** for a brochure.

Other information

How the Goods and Services Tax (GST) affects this insurance

In addition to the premium, **we** will charge **you** an amount on account of GST.

You must inform **us** of the extent to which **you** are entitled to an input tax credit (ITC) for **your** premium and claim each time that **you** make a claim. No payment will be made to **you** for any GST liability that **you** may incur on the settlement of a claim if **you** do not inform **us** of **your** entitlement or correct entitlement to an input tax credit.

GST has an impact on the way in which claim payments are calculated under **your policy**. **We** will calculate the amount of any payment **we** make to **you** having regard to **your** GST status. The amount **we** pay **you** for any claim will be calculated taking into account any input tax credit to which **you** are entitled for any acquisition which is relevant to **your** claim, or to which **you** would have been entitled were **you** to have made a relevant acquisition.

If **you** are not entitled to an input tax credit on **your** policy premium, all **insured amounts** and **limits of liability** stated in **your policy** are GST inclusive (unless **your policy** states otherwise).

If **you** are entitled to an input tax credit on any part of **your policy** premium, the **insured amounts** and **limits of liability** stated in **your policy** are exclusive of GST to the extent of **your** input tax credit entitlement.

In respect of **your policy**, where **you** are registered for GST purposes **you** should calculate the **insured amounts** having regard to **your** entitlement to input tax credits. **You** should, therefore, consider the net amount (after all input tax credits have been taken into account) which is to be **insured** and calculate and advise to **us** an **insured amount** on a GST exclusive basis.

This outline of the effect of the GST on **your policy** is for general information only. **You** should not rely on this information without first seeking expert advice on the application of the GST to **your** particular circumstances.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.

Fraudulent claims

If **you** or anyone acting on **your** behalf or with **your** knowledge, makes a claim that is false or causes **loss** or **damage** deliberately, **we** may do one or more of the following:

- refuse to pay a claim;
- cancel **your** policy;
- take legal action against **you**.

Financial Claims Scheme

This policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) which is administered by the Australian Prudential Regulation Authority (APRA).

The FCS only applies in the unlikely **event** of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer. The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA. Information about the FCS can be obtained from www.fcs.gov.au.

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice. A copy of the Code can be obtained from the Insurance Council of Australia by:

- Telephone (02) 9253 5100 or 1300 728 228
- Website www.insurancecouncil.com.au

Terrorism Insurance Act 2003

Some sections of this policy exclude cover for **damages** as a result of terrorism.

In the **event** that **damage** to property occurs and the cause of the **damage** is declared a terrorist incident by the responsible Minister, then **you** may be afforded protection within the limits of indemnity of this policy by virtue of the Terrorism Insurance Act 2003. The operation of this Act may also serve to reduce the settlement of **your loss** to a percentage of the otherwise recoverable **loss**. In the **event** that the settlement is reduced then this will be at the direction of the Minister.

A more detailed explanation of the operation of the Terrorism Insurance Act 2003 can be obtained at www.arpc.gov.au.

Updating information

The information in this **PDS** and Policy Wording was current at the date of preparation. **We** may update some of the information in the **PDS** and Policy Wording that is not materially adverse from time to time without needing to notify **you**.

You can obtain a copy of updated information by contacting us on 13 22 44. **We** will give **you** a free paper copy of any updates if **you** request them. If it becomes necessary, **we** will issue a supplementary or replacement **PDS**.

Part 2: Information for some policyholders

This Part applies to **you** if **you** are insuring **vehicles** (not exceeding 2 tonnes) under Policy section 5 – Commercial motor and **you** are:

- an individual; or
- a small business having:
 - in the case of a non-manufacturing business, less than 20 employees; or
 - in the case of a manufacturing business, less than 100 employees.

You need to read this Part if it applies to **you**.

The amount you pay for Policy sections 5

The premium is the amount **you** pay **us** for this insurance and is shown on **your policy schedule**. The premium includes stamp duty, the Goods and Services Tax (GST) and other government charges. The amount of these taxes and charges will be shown on **your policy schedule**.

When **we** calculate **your** premium there are a range of factors **we** take into account. The importance **we** place on the factors **we** use can change and how those factors combine to affect **your** premium will differ from business to business.

How various factors may affect your premium for Policy section 5 (vehicles)

When **we** calculate **your** premium there are a range of factors **we** take into account. The importance **we** place on the factors **we** use can change. Significant factors affecting **your** premium include a combination of some or all of the following:

- The type of cover chosen;
- The type and age of the **vehicle**;
- Accessories and modification to the **vehicle**;
- **Vehicle** sum insured;
- The postcode where the **vehicle** is garaged;
- **Your** claims experience;

- The business occupation/ how the **vehicle** is used;
- The age of drivers;
- Optional insurances chosen and policy variations.

Why the cost of insurance can change **Your** insurance premium can change during the **period of insurance** if the circumstances or risks covered by **your policy** change. For example, **your** premium will change if **you** change the use of the **vehicle** or the type of cover.

Why the cost of insurance can change

Your insurance premium can change during the **period of insurance** if the circumstances or risks covered by **your policy** change. For example, **your** premium will change if **you** change the use of the **vehicle** or add new covers to **your policy**. Also, each time **you** renew **your** insurance **your** premium is likely to change, even if **your** circumstances or the risks covered by **your policy** have not changed. This is because premiums are affected by:

- The total cost of claims **we** have paid to other customers;
- New and updated data **we** use to calculate **your** premium;
- The cost of claims **we** expect to pay in the future;
- Any changes in government taxes or charges;
- **Our** expenses of doing business;
- Other commercial factors.

At renewal, **we** might decide to pass on all, or part of, any premium increase or decrease.

Premium discounts

Discounts are also a factor that can affect **your** premium. The premium **you** pay for **your** insurance includes any discounts **we** have given **you**. Any discounts are usually calculated and applied before the application of government taxes and charges.

The main discount **we** offer is the no claim bonus for some comprehensively insured **vehicles** – see pages 16 to 17 for details.

At times **we** may offer premium discounts to particular customers as part of a promotion or to take account of market conditions. The amount and type of discounts can change at any time before **you** take out this **policy**, or at **your** next renewal.

We can vary or withdraw a discount.

No Claim Bonus Policy section 5 – Commercial Motor (Comprehensive Cover only)

A no claim bonus recognises **your** good driving and claims history record when **you** are insured for Comprehensive Cover.

Your policy schedule will show **your** no claim bonus (if any).

How you earn a no claim bonus

If **you** are not entitled to a maximum no claim bonus, **you** will earn an entitlement to a bonus for the next **period of insurance** if there have been no claims that fall within the definition of a **penalty claim** before **we** issue **your** offer.

The following will apply if **you** qualify for a no claim bonus:

For sedans, station wagons, 4 wheel drives or goods carrying **vehicles** with a carrying capacity of 2 tonne or less:

Year	Existing bonus	Renewal bonus
1st year	0%	25%
2nd year	25%	45%
3rd year	45%	55%
4th year	55%	65%
Subsequent years	65%	65%

For all other **vehicles**:

Year	Existing bonus	Renewal bonus
1st year	0%	20%
2nd year	20%	30%
3rd year	30%	40%
4th year	40%	50%
Subsequent years	50%	50%

How making a claim could affect your no claim bonus

Windscreen claims

When **you** renew **your policy**, **your** no claim bonus will not be affected by any windscreen or window glass claim **you** make.

Other claims

When **you** renew **your policy**, **we** reduce **your** no claim bonus for each **penalty claim** **you** have made during the **period of insurance** unless **you** have Optional Insurance 3 – ‘Protected No Claim Bonus’. If **you** have this optional cover for **your vehicle** the subject of a claim, **we** will not count the first **penalty claim** on that **vehicle** during the **period of insurance**.

The amount **we** reduce **your** no claim bonus to is set out below.

For sedans, station wagons, 4 wheel drives or goods carrying vehicles with a carrying capacity of not 2 tonnes or less:

Your current No Claim Bonus	Following 1 penalty claim	Following more than one penalty claim
65%	45%	Nil
55%	25%	Nil
45%	Nil	Nil
25%	Nil	Nil
Nil	Nil	Nil

For all other **vehicles**:

Your current No Claim Bonus	Following 1 penalty claim	Following more than one penalty claim
50%	30%	Nil
40%	20%	Nil
30%	Nil	Nil
20%	Nil	Nil
Nil	Nil	Nil

Your Excesses

An **excess** is **your** contribution to the cost of a claim. If **you** make a claim, **you** may be required to pay one or more **excesses**.

The description of those **excesses** and the circumstances in which they are applied are shown in the **PDS** and Policy Wording or in **your policy schedule**.

We take into consideration a number of factors when setting the amount of **your** basic **excess**, such as:

- the make, model and type of **vehicle** being **insured**, including modifications made to the **vehicle**;
- any voluntary **excess** that **we** may allow **you** to choose;
- the age and experience of people who will be driving the **vehicle**;
- the **insured amount** of the **vehicle**;
- where and how the **vehicle** is used;
- the type of cover chosen;
- the place where **your vehicle** is garaged;
- **your** previous insurance and claims history; and
- Optional insurance and **endorsements** that apply to **your policy**.

Part 3: Mobile Business Insurance Policy Coverage

Important information

1. Who is insured?

The **policy** provides insurance only for the parties shown on **your policy schedule** unless otherwise stated in individual Policy sections.

2. Policy limits

We will not pay any more than the **insured amount** or **limit of liability** or sub-limit for each Policy section, part of a Policy section or individual item or cover that is shown on **your policy schedule**, unless we specifically state otherwise in **your policy**.

General policy conditions

These conditions apply to the whole **policy**.

1. Change to risk

Our decision to insure **you**, and the premium that **we** charge **you**, is based on information provided by **you** about **your business** and **property insured**. **Your** insurance, including the amount of premium, may be affected if any of the facts or circumstances that existed at the start of the **policy** change during the **period of insurance**, including, for example:

- the **business** is permanently discontinued;
- **you** are convicted of a criminal offence;
- the nature of or type of **business** carried on by **you** changes;
- other circumstances that affect the **property insured** in such a way as to increase the risk of **damage** or **loss**;
- **your** interest in the **policy** ceases, including by operation of law;
- **you** or the **business** are insolvent, wound up or subject to external administration;
- details of any conversion or modification to **your vehicle** made by someone other than the manufacturer;

- if there is anyone under the age of 25 years who is likely to be a regular driver of the **vehicle**; and
- change of **your** address, **your vehicle**, **your vehicle's** garage postcode or the way **you** use **your vehicle**.

You must immediately notify **us** of any of the above changes or any other changes that may increase the risk insured under **your policy**.

If **we** agree to the changes **you** tell **us** about, **we** will confirm this in writing. In some cases, **we** may not be able to insure **you** or only agree to continue to insure **you** under this **policy** if **you** agree to pay **us** an additional premium.

2. Reasonable care and reducing risk

You must take all reasonable steps to ensure that **you** and **your** tenants:

- ensure that only competent **employees** are employed;
- avoid or minimise **loss** of, or **damage** to, property or injury to other people;
- comply with all statutory obligations, by-laws, regulations, public authority requirements and safety requirements;
- obtain certificates of inspection for all equipment required by any statute or regulations to be certified; and
- comply, at **your** expense, with all **our** recommendations to prevent or minimise theft, **loss** or **damage**.

You must:

- take all reasonable steps to prevent **loss** of, or **damage** to, **your vehicle**;
- take all reasonable care to prevent injury to another person or **damage** of another person's property; and
- keep all **vehicles** in a roadworthy condition.

3. Hazardous or dangerous goods

When hazardous or dangerous goods are used by the **business**, then such goods must be stored and used strictly in accordance with all statutory obligations, by-laws, regulations, public authority requirements and safety requirements.

4. Other interests

You must tell **us** if **you** want **us** to record the interests of any third party beneficiaries (for example, banks or lessors) in any item insured under any Policy section in this **policy**. If **we** agree to record the interest of a third party beneficiary this will be shown on **your policy schedule**.

If a third party beneficiary's interest is not recorded, insurance cover will not extend to their interest and they will not be able to make a claim under this **policy**. All third party beneficiaries, must comply with all the terms and conditions of **your policy**, including without limitation, the obligation to notify **us** and give **us** details of any other insurance that insures any risk insured by this **policy**.

5. Transfer of interest

No interest in this **policy** can be transferred without **our** written consent.

6. Notification of other insurance

You must notify **us** of any other insurance that insures any risk insured by this **policy** and provide **us** with the details of the other insurance.

7. Changes in or waivers of the policy

No changes in the **policy** will be valid unless agreed in writing by **us**.

No waiver of any requirements of the **policy** shall be valid unless it is given to **you** in writing.

8. Multiple insured parties

Except as otherwise expressly provided in Policy section 1 – Public and products liability and Policy section 4 – Tax probe where there is more than one person or organisation insured under this **policy**:

- any notice given by **us** under this **policy** to any one of **you** shown on the **policy schedule** will be deemed to be notice given to all of **you**;
- any misrepresentation or fraudulent actions or statements made by any person or organisation will be deemed to be made by all of **you**; and
- any claim made by any person or organisation will be deemed to be a claim made by all of **you**.

9. Keeping us up to date

You must tell **us** at the commencement of **your policy** and at each renewal if any authorised driver of **your vehicle**, including **you**, has within the past 5 years:

- had a licence endorsed, suspended or cancelled;
- been charged or convicted of any criminal offence relating to arson, drugs, firearms, burglary, housebreaking, theft, robbery, receiving stolen goods, fraud, criminal or wilful damage or injury, assault to anyone;
- been charged with or convicted of any motor offence or motor infringement (but not parking fines).

General claims conditions

These conditions apply to the whole policy.

You must comply with these conditions if an **event** occurs which may lead to or results in a claim.

If **you** do not comply with these conditions, **we** may refuse **your** claim or reduce the amount **we** pay **you**.

1. Claim notification

You must:

- notify the police immediately following a theft or attempted theft of any **property insured** or if any **property insured** is misappropriated, **lost** or maliciously damaged;
- notify **us** as soon as possible and give **us** all known details of the **event** including the police event number if available;
- immediately provide **us** with any legal document or other communication **you** receive about the claim, including any legal proceedings brought against **you**; and
- provide **us** with all information and documentation that **we** request. If **we** ask **you** for a statutory declaration verifying the details of **your** claim and any other matters connected with the claim, **you** must provide it.

2. Minimise loss

You must:

- take all reasonable precautions to minimise or prevent further **loss, damage**, legal liability, injury or illness; and
- take all reasonable steps to recover **lost** or stolen **property insured**.

3. Retain all damaged property

You must:

- retain and preserve all **damaged** property for inspection by **us** or **our** agent (including a loss adjuster) prior to authorisation of repairs unless alterations and repairs are immediately necessary, for safety reasons or to minimise or prevent further **loss, damage**, legal liability or injury. If repairs are necessarily carried out without **our** prior approval, **you** are still required where reasonably practicable, to retain and preserve all **damaged** property for **our** inspection; and
- retain and preserve all property, products, plant and all other things that may assist **us** in investigating or defending a claim against **you**, including assisting in determining if there are rights of recovery against another entity or person.

4. Proof of ownership

If **you** make a claim for **property insured** that is **lost**, stolen or **damaged**, **you** must provide **proof of ownership** or legal responsibility for such **property insured** and evidence of its value, if **we** ask for it. **We** will decide what is acceptable **proof of ownership** and value for any **property insured** based on what **property insured** **you** are claiming for, how old the item is and its residual value.

We understand **you** may not keep such information for every **business** item **you** own, especially if items are recorded in **your** books of account. **You** or **your** accountant may have records for tax purposes and these may be sufficient to prove ownership and the value of the insured item.

5. Cooperation

You must co-operate and provide **us** with all reasonable assistance in connection with any investigation, negotiation, recovery, defence, legal proceeding or settlement of any claim including doing all things necessary to allow **us** to take over legal proceedings **you** are a party to.

6. Proof of fraud or dishonesty

You must supply **us** with all records and documents that may assist **us** in substantiating and investigating the act of fraud or dishonesty and **your** rights of recovery. This includes but is not limited to all records (including computer, electronic, physical, accounting and audit records), video and audio recordings, working papers, internal memoranda and police reports.

7. Admitting liability

You must not admit liability for any **loss, damage**, legal liability or injury, or settle or attempt to settle or defend any claim without **our** written consent.

8. Repair or replacement

You must not authorise the repair or replacement of any insured item without **our** agreement except in the case of an emergency where **you** are required to prevent further loss or damage to that item as a result of the emergency.

9. Conduct of claims

We are entitled to conduct claims and proceedings. This includes the right to takeover and conduct in **your** name the defence or settlement of any claim or proceeding. At all times **we** have the right to make admissions, negotiate and settle a claim or proceeding on terms **we** consider appropriate. **You** are not permitted to make any admissions of liability, offer, promise or payment without **our** written consent. **We** may engage legal or other representatives to assist in the conduct of a claim and proceedings.

10. Paying your excess

You must pay the **excess** that applies to a claim under this **policy**. **We** may require **you** to pay **your excess** in full before **we** pay **your** claim or provide any benefits under **your policy**. The fact **we** have asked for payment of **your** excess does not of itself mean that **your** claim has or will be accepted by **us**.

We have no liability to **you** under this **policy** until **you** have paid the **excess**. If the **excess** has been requested but remains unpaid **we** may:

- decline to settle the claim pending full payment of the **excess**; or
- deduct the **excess** from the settlement.

The **excess** that applies will depend on the circumstances of the claim. Some Additional benefits and Optional insurances have their own **excess** which are in addition to any other **excess** that may apply to a claim. When multiple **excesses** apply, **you** might have to pay more than one type of **excess** when **you** make a claim.

The amount of the **excesses** and the circumstances that each **excess** applies to are shown on **your policy schedule** or set out in the applicable Policy section. **We** will tell **you** how to pay **your excess** and who to pay it to. In some cases, **we** will direct **you** to pay the **excess** directly to a supplier or repairer.

11. Our rights of possession

We, **our** employees or **our** agents have the right to enter any building or area where **loss** or **damage** has occurred and take possession of **property insured** or require the **property insured** to be delivered to **us**. **We** will deal with this property in a reasonable manner.

12. Claims settlements

(a) ITC entitlement

If any **event** occurs which gives or may give rise to a claim **you** must tell **us your** entitlement to **input tax credits** (ITC) if **you** are registered, or are required to be registered for GST purposes. If **you** do not inform **us** of **your** entitlement, or the information **you** give **us** is incorrect, **we** will not cover **you** for any resulting fines, penalties or tax liability **you** incur. When **we** calculate a payment to **you** for **your** claim, **we** can reduce it by any **input tax credit you** are, or would be, entitled to receive.

(b) Cash payments

Any cash payments made to **you** under this **policy** will be based on costs including GST. However, if **you** are, or would be, entitled to claim any **input tax credits** for the repair or replacement of the **property insured** or for other things insured by the **policy**, **we** will reduce **our** payment to **you** by the amount of **your input tax credit** entitlement.

(c) Discharge of our liabilities

If, at any time, **we** pay **you** the **insured amount** or **limit of liability** for any claim under this **policy**, **we** do not have any further liability to **you**. **We** may also pay any Extra covers, Additional benefits or Optional insurance that are expressed to be in addition to the **insured amount** or **limit of liability**.

(d) Salvage

After settling a claim by replacing any **damaged** or **lost property insured**, if **we** so elect, that **damaged** or **lost property insured** becomes **ours** and **we** are entitled to receive the proceeds of any salvage.

14. Rights of recovery

If **you** have suffered **loss** or **damage** as a result of an **event** or **occurrence** covered, or partially covered by this **policy**, then **we** have the right and **you** permit **us** to take action or institute legal proceedings against any person, company or entity legally liable to **you** for the recovery of **your** insured, underinsured or uninsured losses, payments made and expenses in relation to the **event** or **occurrence** (Your Loss). Any action or legal proceeding will be commenced in **your** name. **You** must provide **us** with all information and reasonable assistance in the recovery of Your Loss, including providing **us** with any documents that prove Your Loss.

If **you** have commenced action or instituted legal proceedings against any person, company or entity legally liable to **you** for Your Loss, **we** have the right and **you** permit **us** to take over and continue that action or legal proceeding. **You** must provide **us** with all information and reasonable assistance in the recovery of Your Loss, including providing **us** with any documents that prove Your Loss.

Where recovery of Your Loss forms part of any representative proceeding which has not been instituted under **our** instructions, **we** have the right and **you** permit **us** to exclude Your Loss from that representative proceeding for the purpose of including Your Loss in a separate representative proceeding which is or will be instituted under **our** instructions (Our Representative Proceeding). **You** must provide **us** with all information and reasonable assistance in the recovery of Your Loss as part of Our Representative Proceeding, including providing **us** with any documents that prove Your Loss.

You must not enter into any agreement, make any admissions or take any action or step that has the effect of limiting or excluding **your** rights and **our** rights to recover Your Loss without first obtaining **our** approval in writing to do so.

15. Subrogation agreements

If another person, corporation or organisation is, or could have been, liable to compensate **you** for any **loss, damage** or legal liability otherwise covered by the **policy**, but **you** have agreed with that person, corporation or organisation either before or after the **loss, damage** or legal liability occurred that **you** would not seek to recover any money from them, **we** will not cover **you** under the **policy** for any such **loss, damage** or legal liability.

16. Fraudulent claims

If **you**, or anyone acting on **your** behalf, or with **your** knowledge, makes a claim that is false or causes **loss** or **damage** deliberately, **we** may do one or more of the following:

- refuse to pay a claim;
- cancel **your policy**; or
- take legal action against **you**.

General exclusions

These exclusions apply to the whole **policy** unless specifically stated otherwise.

1. Conflict

This **policy** does not insure claims directly or indirectly caused by, or arising from, or in consequence of, or contributed to by:

- war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- expropriation including lawful seizure, resumption, confiscation, nationalisation, destruction or damage to property by or under the order of any government or public or local authority; or
- looting, sacking or pillaging following any of the events stated above.

2. Consequential loss

This **policy** does not insure loss of use, loss of earning capacity, loss by delay, lack of performance, loss of contract or depreciation in the value of **property insured** and any other consequential loss of any kind.

This exclusion does not apply to Policy section 1 Public and products liability.

3. Nuclear

This **policy** does not insure claims directly or indirectly caused by, or arising from, or in consequence of, or contributed to by:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or fission of nuclear fuel;

- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it; or
- nuclear weapons material.

For the purpose of this exclusion only, combustion includes any self-sustaining process of nuclear fission and/or fusion.

4. Non-compliance

This **policy** does not insure **loss** or **damage** or liability caused by or as a result of **you** failure to comply with any relevant statutory obligations, by-laws, regulations, public authority requirements or safety requirements.

This exclusion does not apply to Policy section 2: Professional indemnity.

5. GST, fines or penalties

This **policy** does not insure any GST, fine, penalty or charge that **you** are liable for because **you** did not tell **us your** entitlement to **input tax credits** on the premium for this **policy**, or the entitlement **you** told **us** was incorrect.

6. Intentional acts

This **policy** does not insure:

- any intentional or wilful act or omission by **you, your family** or **your employees** with **your** connivance; or
- fraudulent or dishonest acts committed by **you, your family** or **your employees** acting alone or in collusion with others.

7. Terrorism

This **policy** does not insure:

- personal injury, damage to property, legal liability, **loss, damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the personal injury, damage to property, legal liability, **loss, damage**, cost or expense; or
- personal injury, damage to property, legal liability, **loss, damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.

However, this exclusion does not apply to Policy section 3 - Portable and valuable items.

8. Electronic data exclusion

(a) This **policy** does not cover:

- total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **data**;
- error in creating, amending, entering, deleting or using **data** (this exclusion does not apply to Policy section 2 Professional indemnity); or
- total or partial inability or failure to receive, send, access or use **data** for any time or at all,

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

However, where an **event** listed below in (1) – (8) (being an event covered in Policy section 3 - Portable and valuable items of this policy but for this exclusion) is caused by any of the matters described in paragraph (a) above, this **policy**, subject to all its provisions, will insure:

- **loss** of, or **damage** to, **property insured** directly caused by the **event**; or
- consequential loss insured by this policy.

Event:

1. Fire;
2. Lightning or thunderbolt;
3. Explosion or implosion;
4. Storm and wind other than **flood**;
5. Water damage;
6. Impact;
7. Earthquake, tsunami, subterranean fire, or volcanic eruption, or fire resulting from any of these;
8. Theft of **data** solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such **data**.

(b) **We** will not cover legal liability for communication, display, distribution or publication of **data**.

This exclusion (b) does not apply to bodily injury, death, sickness, disease, disability, shock, fright, mental injury, mental anguish or **loss** of consortium resulting from any of these.

(c) For the purposes of “What we cover” in this **policy**, computer systems records includes electronic **data**.

(d) Where **damage** to property or **property insured** are used in this **policy**, they do not include **data**.

9. Sanctions

Despite any provision of the **policy**, **we** will not cover and will not make any payments or provide any services or benefit to **you** or to any other party to the extent that such cover, payment, service or benefit would contravene any applicable trade or economic sanctions, law or regulation.

When we may refuse a claim

We may refuse to pay a claim, or **we** may reduce the amount **we** pay **you** if:

(a) **you** have not complied with your **duty** of disclosure;

(b) **you**:

- are not truthful;
- have not given **us** full and complete details; or
- have not told **us** something when **you** should have, when applying for the insurance, or when making a claim.

(c) **you** are paying by instalments and at the date of the **event you** are claiming for, **you** are 14 days (or more) late in paying an instalment;

(d) **you** have not complied with any of the conditions of **your policy**;

(e) **you** do any of the following without **us** agreeing to it first:

- make or accept any offer or payment or in any other way admit **you** are liable for loss or damage;
- settle or attempt to settle any claim; or

- defend any claim; or
- (f) cover is excluded by the **policy**.

If **you** prevent **our** right to recover from another person, corporation or organisation, or if **you** have agreed not to seek compensation from another person, corporation or organisation who is liable to compensate **you** for any **loss, damage** or legal liability which is covered by this **policy**, **we** will not cover **you** under this **policy** for that **loss, damage** or legal liability.

General definitions

Unless defined differently in a Policy section, these definitions apply to the whole policy.

Accidental

Unexpected and unintended from **your** standpoint.

Act of terrorism

An act, including but not limited to the use of force or violence (or threat of force or violence) by any person or group 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 are done for, or in connection with, political, religious, ideological ethnic or similar purposes or reasons, including the intention to influence any government or put the public, or any section of the public, in fear.

Aircraft

Anything made or intended to fly or move in or through the air or space other than model **aircraft**. **Aircraft** includes remote control devices or **hovercraft** and air cushioned vehicles..

Animal(s)

Any living creature including but not limited to livestock, birds, fish, vermin, insects.

Business

The business or businesses described in the **policy schedule**.

Canada

The Dominion of **Canada** and its respective territories, protectorates or dependencies.

Certificate of authenticity

The original documentation from the manufacturer of the insured item or property.

Computer virus

A corrupting, harmful, or otherwise unauthorised piece of code that infiltrates **your** computer equipment, including a set of unauthorised instructions, programmatic or otherwise, that propagates itself through **your** computer equipment. Computer virus includes “trojan horses”, “worms” and “time or logic bombs”.

Damage or Damaged

Sudden and unforeseen physical **damage** or destruction

Data

Facts, concepts and information converted to a form usable for communications, display, distribution, interpretation or processing by electronic and electromechanical **data** processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

Electronic equipment

Any **electronic equipment** including, but not limited to mobile phones, laptops, palm pilots, computers, scanners, printers, word processors, electronic processing systems, photocopiers, facsimile machines, electronic cash registers, electronic scales and electronic testing or analysing equipment used by **you** in the **business**.

Endorsement

A written change or addition made to **your policy**. Any endorsement or endorsements which apply to **your policy** will form part of the **policy** and be shown on **your policy schedule** unless **we** send **you** the endorsement separately.

Event

One incident or all incidents of a series consequent on, or attributable to, one source or original cause.

Excess

The amount of each and every claim that must be paid by **you** before the application of any cover, benefits or limits under the **policy**.

Family

Any person who is:

- **your** spouse, **your** partner or **your** de facto and lives with **you**;

- **your** parent or parent-in-law;
- **your** child or child of **your** spouse, partner or de facto (not being **your** child); or
- **your** brother or sister.

For the purposes of this definition “**you**” and “**your**” refers to the directors, owners and officers of the company or legal entity shown on the **policy schedule** as the **insured**.

Flood

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

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal; or
- a dam.

Fungus/Fungi

Fungi are a group of simple plants that have no chlorophyll. They include but are not limited to mould, mildew, and yeast. **Fungi** also include spores.

Hovercraft

Any vessel, craft or thing made or intended to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.

Input tax credit

The amount **you** are entitled to claim as a credit against GST that **you** have paid.

Insured/you/your

Any person, company or legal entity shown on the **policy schedule** as the **insured**.

Insured amount or limit of liability

The amount shown as the **insured amount** or limit of liability on the **policy schedule** for a Policy section, part of a Policy section or individual item or cover. The **insured amount** and **limit of liability** include GST.

Loss/losses/lost

Sudden or unforeseen physical **loss**.

Manufacturer's box

The original box showing the brand and model of the insured item or property.

Media

Material on which **data** is recorded or stored, such as magnetic tapes, hard drives, cartridges, dongles, CD's, DVD's, USB's, flash drives, memory cards or floppy disks.

Money

Cash, bank notes, currency notes, negotiable cheques, negotiable securities, traveller's cheques, debit and credit card vouchers, discount house vouchers, **money** orders, postal orders, unused postage stamps, revenue stamps, lottery tickets, stored value cards, public transport boarding tickets, authorised gift vouchers, valuable documents (but limited to certificates of stock, bonds, coupons and all other types of securities) and the contents of franking machines.

Money does not include collectable items (for example coin or stamp collections) or anticipated revenue.

Period of insurance

The period of time shown on the **policy schedule** during which insurance is provided under this policy.

Personal injury

- (a) bodily injury, death, sickness, disease, disability, shock, fright, mental anguish, mental injury or loss of consortium;
- (b) false arrest, false imprisonment, wrongful eviction, wrongful detention or malicious prosecution;
- (c) libel, slander, defamation of character or invasion of right of privacy; or
- (d) assault and battery not committed by **you** or at **your** direction unless committed for the purpose of preventing or eliminating danger to persons or property.

Policy

Your insurance contract. It consists of this **PDS**, any **Supplementary PDS** we may give **you**, any **endorsements** and the **policy schedule**.

Policy schedule

The policy schedule forming part of the **policy**, or if the **policy** has been renewed the policy schedule issued with the renewal notice.

Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste materials. Waste includes material to be recycled, reconditioned or reclaimed.

Product Disclosure Statement (PDS)

PDS or PDS and Policy Wording is the name of this document and it contains the terms and conditions of **your** insurance cover. It tells **you** what cover **we** provide, details of costs and **excesses** and other important information.

It should be read together with **your policy schedule**, any **endorsements** and any SPDS that **we** may give **you**.

Proof of ownership

Includes, but is not limited to, **certificate of authenticity**, the original **manufacturer's box**, original operating manual and/or **proof of purchase**. Proof of purchase includes documents such as sales receipts, tax invoices, accounts and bank or credit card statements that provide a description of the insured item or property and show the purchase price, purchase date and location of purchase.

Proof of purchase

Includes documents such as sales receipts, tax invoices, accounts and bank or credit card statements that provide a description of the insured item or property and show the purchase price, purchase date and location of purchase.

Property insured

The property as described on the **policy schedule** in respect of each Policy section.

Road

Any surveyed or unsurveyed land dedicated to public use, according to law, as a **road** (including a footpath or **median strip**). It also includes a toll **road** or a bridge which is open to the public and used as a **road**.

Policy schedule

The record of the particulars of **your** insurance which forms part of this policy. The **policy schedule** is issued when **we** have accepted **your** insurance.

At each renewal of **your** policy, the renewal **policy schedule** becomes **your** current **policy schedule**. Updated **policy schedules** or **endorsements** may also be sent to **you** showing alterations to **your** policy.

Supplementary Product disclosure statement (SPDS)

An SPDS updates or adds to the information in the **PDS**.

Vehicle

Except in relation to Policy section 5: Commercial motor, any type of machine on wheels or on caterpillar tracks (including any trailer, caravan or other apparatus attached to the machine) made or intended to be propelled other than by manual or animal power.

Watercraft

Anything made or intended to float or travel on or through water other than model boats.

We/us/our

AAI Limited ABN 48 005 297 807 trading as AAMI Business Insurance.

Policy Section 1: Public and products liability

About this Policy section

This Policy section provides cover for **your** legal liability to pay compensation for **personal injury, property damage** or **advertising liability** which happens during the **period of insurance** within the **geographic limitations** and is caused by an occurrence in connection with the **business** or **products**.

You can claim for legal liability as described under 'What we cover', if:

- 'Public and products liability' is shown as insured on **your policy schedule**;
- it is not excluded by any of the exclusions under 'What we exclude'; and
- it is not excluded by any of the General exclusions listed on pages 27 to 30.

What we cover	What we exclude
<p>We will cover your legal liability (if found by a court or tribunal or accepted by us) to pay compensation in respect of any claim for personal injury, property damage or advertising liability which:</p> <ul style="list-style-type: none">(a) occurs during the period of insurance;(b) is caused by an occurrence in connection with the business or products;(c) occurs within the geographic limitations; and(d) is neither intended or expected by you.	<p>This Policy section (including the Additional benefits unless expressly stated otherwise) does not cover you for any liability arising directly or indirectly out of, caused by, through, or in connection with, or for:</p> <p>1. Types of advertising liability</p> <p>In respect of advertising liability:</p> <ul style="list-style-type: none">(a) an act, error or omission that occurs prior to the first period of insurance of this Policy section;(b) statements made by you or at your direction in the knowledge that such statements are false;(c) the failure of performance of contract but this exclusion shall not apply to claims for unauthorised appropriation of advertising ideas contrary to an implied contract;

What we cover

What we exclude (cont.)

- (d) any incorrect description of products or services;
- (e) any mistake in advertised price of products or services;
- (f) failure of **products** or services to conform with advertised performance, quality, fitness or durability;
- (g) the export of **products** to or business visits by **your** directors, executives and employees to the **United States** and **Canada**; or
- (h) **your business's** involvement in publishing, broadcasting, telecasting, internet publishing, newspaper or magazine publishing.

2. Pollution

- (a) the discharge, dispersal, release or escape of **pollutants** into or upon land, the atmosphere or water unless such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended from **your** standpoint and takes place in its entirety at a specific time and place;
- (b) the cost of preventing, removing, nullifying or cleaning up any contamination or pollution as a consequence of the discharge, dispersal, release or escape of any **pollutants**.

What we cover

What we exclude (cont.)

However this paragraph (b) does not apply to removal, nullifying or cleaning up costs which are consequent upon a sudden, identifiable, unexpected and unintended happening which takes place in its entirety at a specific time and place; or

- (c) the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of **pollutants** caused by any **products** that has been discarded, dumped, abandoned or thrown away by others.

3. Asbestos

- (a) the inhalation of (including the fear of inhalation of, or exposure to) asbestos, asbestos fibres or derivatives of asbestos;
- (b) **property damage** or **loss** of use or diminution in value of property, arising directly or indirectly out of, or caused by, through or in connection with asbestos, asbestos fibres or derivatives of asbestos; or
- (c) the cost of cleaning up, removing, treating, controlling, storing or disposing of asbestos, asbestos fibres or derivatives of asbestos or any other associated expenses.

What we cover

What we exclude (cont.)

4. Employers liability

- (a) **personal injury** to any of **your** employees arising out of or in the course of their employment in **your business**;
- (b) **personal injury** to any person who, is pursuant to any statute relating to workers' compensation, deemed to be **your** employee or in respect of which **you** are entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any statute relating to workers' compensation whether or not **you** are a party to such contract of insurance; or
- (c) any liability imposed by the provisions of any workers' compensation or accident compensation statute or any industrial award or agreement or determination for injuries to workers or employees.

However, this exclusion does not apply to claims for **loss** of consortium by the spouse of any of **your** employees or the spouse of any person who is pursuant to any statute relating to workers' compensation deemed to be **your** employee.

5. Vehicles

the ownership, use, legal possession, or legal control by **you** of any **vehicle** or any attachment to such **vehicle**;

- (a) which is registered;
- (b) in respect of which registration or insurance is required by virtue of any legislation relating to **vehicles**; or
- (c) in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not insurance is effected).

However, this exclusion 5. will not apply to the cover provided by Additional benefit 3. Vehicles.

6. Aircraft and watercraft

- (a) the ownership, legal possession, legal control or use by **you** or the use on **your** behalf of:
 - (i) any **aircraft**; or
 - (ii) any **watercraft** exceeding eight (8) metres in length unless such a **watercraft** is owned and operated by others and used by **you** for business entertainment;
- (b) the selling or manufacturing of **aircraft** or the manufacture, assembly or supply of any products that are used with **your** knowledge in **aircraft**;

What we cover

What we exclude (cont.)

- (c) the leasing, hiring or chartering of **aircraft** to or from **you**;
- (d) the repair, service or maintenance of **aircraft** or **aircraft** products or the installation of any products into **aircraft** unless such repair, service, maintenance or installation does not affect the flying capabilities or safety of the **aircraft** and **your policy** has been endorsed accordingly; or
- (e) the repair, service or maintenance of **watercraft** exceeding eight (8) metres in length or the installation of any products into **watercraft** exceeding eight (8) metres in length unless such repair, service, maintenance or installation does not affect the navigation, propulsion or safety of such **watercraft**.

7. Professional duty

- (a) a breach of any professional duty owed by **you** or anyone for whose breaches of such duty **you** may be legally liable;
- (b) the performance of treatment to humans or **animal(s)** for beautification, cosmetic enhancement or to remedy illness, mental or physical deficiency, disease or injury;
- (c) the prescribing of activities, pharmaceuticals, medical or herbal remedies to improve performance or appearance, or to alleviate pain, illness, mental or physical deficiency, disease or injury; or

What we cover

What we exclude (cont.)

- (d) the dispensing of drugs, medicines, pharmaceutical supplies or artificial aids.

However, this exclusion does not apply to the rendering of or failure to render first aid.

8. Fines, penalties and punitive damages

fines, penalties, liquidated damages, punitive, exemplary or aggravated damages however imposed.

9. Product and known defects

- (a) **damage** to **products** if that **damage** is attributable to any defect in them or their harmful nature or they are not fit for purpose; or
- (b) any defect or deficiency in **products** of which **you** or **your** agents have knowledge or have reason to suspect at the time when **products** pass from **your** actual physical custody or from the actual physical custody of any person under **your** control.

10. Product recall

the withdrawal, recall, inspection, repair, replacement or **loss** of use of **products** or of any property of which they form a part, if **products** are withdrawn from the market or from use because of any known or suspected defect or deficiency in them.

What we cover

What we exclude (cont.)

11. Loss of use

the **loss** of use of tangible property which has not been damaged or destroyed resulting from:

- (a) delay in or lack of performance by **you** or on **your** behalf of any contract or agreement; or
- (b) the failure of **products** or work performed by **you** to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by **you**.

However, this paragraph (b) does not apply to **loss** of use of other tangible property resulting from sudden and accidental **damage** to or destruction of **your products** after they have been put to use by any person or organisation other than **yourself**.

12. Faulty workmanship

the cost of performing, completing, correcting or improving any work undertaken by **you** or on **your** behalf or for **your** benefit. However, this exclusion does not apply in respect of liability for **personal injury** or **property damage** resulting from faulty or defective workmanship.

13. Defective design

any defective or deficient design or error in formula or in specification provided by **you** for a fee.

What we cover

What we exclude (cont.)

14. Aircraft landing areas

the use of any land, property or structure as an airport, **aircraft** hangar or **aircraft** landing area, where such airport, **aircraft** hangar or **aircraft** landing area:

- (a) is required by law to be issued with a licence permitting regular public transport operations of **aircraft** having a maximum passenger seating capacity of more than 30; or
- (b) has more than 1,000 flight movements per year.

15. Jurisdiction limits

- (a) any action brought or instituted against **you** or any judgement obtained against **you** (whether or not such judgement is enforced by the courts of the Commonwealth of Australia or New Zealand) in any country other than the Commonwealth of Australia or New Zealand, regardless of whether **you** are represented by a branch or by an employee domiciled in that country or by a company, firm or individual holding **your** power of attorney.

What we cover

What we exclude (cont.)

However, this exclusion a. does not apply to actions and judgements arising from business visits (but not **manual labour** or supervision of **manual labour** and not in respect of advertising liability arising from business visits to the **United States** or **Canada**) by travelling directors or employees of the named **insured** normally resident in the Commonwealth of Australia or New Zealand to any country other than the **United States** or **Canada**; or

(b) any actions brought or instituted against **you** or any judgement obtained against **you** (whether or not such judgement is enforced by the courts of the Commonwealth of Australia or New Zealand) within the **United States** or **Canada**.

However, this exclusion (b) does not apply to any recognition or enforcement action brought or instituted within the Commonwealth of Australia or New Zealand relating to a judgement obtained against **you** within the United States or **Canada** arising from business visits (but not manual labour or supervision of **manual labour** and not in respect of advertising liability arising from business visits to the **United States** or **Canada**) by travelling directors or employees of the named **insured** normally resident in the Commonwealth of Australia or New Zealand.

16. Preventing our right of recovery

any amount **you** are unable to recover because of a contract or agreement that **you** have entered into which excludes or limits **your** rights to recover that amount.

17. Contractual liability

any liability assumed under any contract or agreement. However, this exclusion does not apply to:

- (a) liability which would have been implied or imposed by law in the absence of such contract or agreement;
- (b) liability assumed under those contracts specified in the **policy schedule**;
- (c) liability assumed under any written lease of, or agreement for the rental of real property, where such lease or agreement does not include an obligation by **you** to insure such property;
- (d) liability assumed under a written contract with a public authority for the supply to **you** of water, gas, electricity or communication services except where such contract is a contract by which **you** agree to perform work for or on behalf of that public authority; or

What we cover

What we exclude (cont.)

(e) the cover provided by Additional benefit 4 – Principals and Additional Benefit 5 – Interested parties.

Paragraphs (c) and (d) do not apply to liability assumed by **you** under the relevant lease, contract or agreement to indemnify a party in respect of an act or omission for which that party is wholly responsible, unless such liability would otherwise have been implied or imposed on **you** by law.

18. Internet and computer operations

- (a) **your** internet operations; or
- (b) property **damage** to **data** and **media** arising directly or indirectly out of or caused by, through or in connection with:
 - (i) the use of any computer hardware or software;
 - (ii) the provision of computer or telecommunications services by **you** or on **your** behalf; or
 - (iii) any **loss** or **damage** caused by any computer virus.

However, this exclusion does not apply to legal liability covered by this Policy section for **personal injury** or **property damage** arising out of any material prepared by the manufacturer in respect of product use, safety instructions or warnings which are reproduced on **your** website.

What we cover

What we exclude (cont.)

19. Libel or slander

The publication or communication of a slanderous or defamatory statement:

- (a) made prior to the commencement of the **period of insurance**;
- (b) made by **you** or at **your** direction with the knowledge that it is false; or
- (c) related to advertising, publishing, printing, broadcasting or telecasting activities conducted by **you** or on **your** behalf.

20. Property in physical or legal control property damage to:

- (a) property owned, leased or rented by **you**; or
- (b) property in **your** physical or legal control.

However, this exclusion will not apply to the cover provided by Additional benefit 2. Property in **your** physical or legal control or paragraphs (e) and (f) of Additional benefit 3. Vehicles.

21. Hot work

flame cutting, flame heating, arc or gas welding, metal grinding or any similar operation in which welding, metal grinding or cutting equipment is used, except where such use is carried out in strict compliance with all relevant statutes and Australian Standards 1674.1 and 1674.2 (or any subsequent amendments).

What we cover

What we exclude (cont.)

22. Underground works

any underground works including digging, trenching or excavation unless **you** can establish that **you** and **your** employees have strictly complied with the relevant regulations and Australian Standards in carrying out this work, including making all searches of underground services before undertaking any underground works.

23. Weakening of support to property

damage to any land, property or building or contents of a building caused by or arising out of any:

- (a) vibration of that land, property or building; or
- (b) removal or weakening of support of that land, property or building.

24. Molestation

the molestation of, the interference with, the mental abuse or the physical abuse of any person by:

- (a) **you**;
 - (b) any employee; or
 - (c) any person performing any voluntary work or service for **you** or on **your** behalf.
-

Extra covers

Legal costs

What we cover

If **we** pay a claim for compensation in respect of which your legal liability is covered under this Policy section, **we** will pay all charges, expenses and legal costs incurred by us or by **you**, with our written consent, in the settlement or defence of the claim for compensation made against **you**.

Any amount payable under this Extra cover is in addition to the **limit of liability**.

What we exclude

Additional benefits

We will also provide the following Additional benefits in this Policy section subject to the General exclusions, Policy section exclusions and any **endorsement**.

Unless stated otherwise below, any amounts payable under these Additional benefits are included in, and do not apply in addition to, the **limit of liability**.

All **loss, damage** or injury that is covered by these Additional benefits must occur during the **period of insurance**.

1. First aid costs

What we cover

We will pay any expenses incurred by **You** for first aid to others at the time of an **occurrence** which gives rise to **your** legal liability covered by this Policy section.

What we exclude

2. Property in your physical or legal control

What we cover

What we exclude

Under this Additional benefit 2., **we** will pay a claim for **your** legal liability covered by this Policy section (as if Exclusion 20 of this Policy section: "Property in physical or legal control" does not apply to this Additional benefit 2):

- (a) to any customer, principal or person for whom **you** perform work in the course of the **business** for:
 - (i) the cost of replacing keys or security cards which are **damaged**, destroyed, lost or stolen whilst in **your** physical or legal control or that of another person or entity who undertakes or has undertaken work on **your** behalf;
 - (ii) the cost of replacing, recalibrating or re-keying locks, locking mechanisms or other security devices which results from the **damage**, destruction, **loss** or theft of keys or security cards whilst in **your** physical or legal control or that of another person or entity who undertakes or has undertaken work on **your** behalf; or

What we cover (cont.)

What we exclude (cont.)

(iii) the **loss** of use of keys, security cards, locks, locking mechanism or other security devices caused by the **damage**, destruction, **loss** or theft of keys or security cards whilst in **your** physical or legal control or that of another person or entity who undertakes or has undertaken work on **your** behalf; subject to:

- a maximum payment of \$5,000 in respect of any one **occurrence** and in the aggregate for any one **period of insurance** unless some other **limit of liability** is specified in the **policy schedule** or attached by **endorsement**; and
- **you** contributing an amount of \$500 as the first payment of any claim in addition to any **excess** specified elsewhere in this Policy section or **policy schedule**.

(b) for **property damage** to **premises** which are leased or rented by **you** for the purpose of carrying on **your business** and the liability does not arise from **your** failure to insure the **premises** as required in the lease or rental agreement;

What we cover (cont.)**What we exclude (cont.)**

- (c) for **property damage** to **your** directors' or employees' property to the extent it is not otherwise covered under Policy section 3 – Portable and valuable items;
- (d) for **property damage** at a work site or building temporarily occupied by **you** for the purpose of carrying out work in connection with the **business** or **property damage** to the contents of such premises, up to the **limit of liability** shown on the **policy schedule**; or
- (e) for **property damage** to property not owned by **you** but in **your** physical or legal control (other than property referred to in subparagraphs (a) through to (d) of this Additional benefit and (e) and (f) of the Additional benefit 3. Vehicles), subject to a maximum payment of \$250,000 for any one **occurrence** or any other greater amount set out in the **policy schedule**.

To avoid doubt, This additional benefit 2. overrides Policy section exclusion 20: Property in physical or legal control.

3. Vehicles

What we cover

Under this Additional benefit 3., **we** will pay a claim for **your** legal liability covered by this Policy section (as if Policy section exclusion 5: "Vehicles" does **not apply** to the whole of this Additional benefit 3, and **Policy section** exclusion 20: "Property in physical or legal control" does not apply to paragraphs (e) and (f) of this Additional Benefit 3. for:

- (a) **personal injury** arising out of an **occurrence** caused by a **vehicle** in **your** physical or legal control where the **occurrence** is partially (to the extent of that part) or totally outside the indemnity afforded under such compulsory liability insurance or other legislation relating to **vehicles** and where the reason the occurrence is outside the indemnity afforded by compulsory liability insurance or statutory indemnity does not involve a breach by **you** of legislation relating to **vehicles**;
- (b) **property damage** arising out of or during loading and unloading of goods to or from any **vehicle** in the course of the **business**;
- (c) **property damage** caused by the operation or use of any **vehicle** which is principally designed for lifting, lowering, loading or unloading any goods and is not also a **road** transport **vehicle** whilst being operated or used by **you** or on **your** behalf in the course of the **business**;

What we exclude

In respect of Additional Benefit 3. Vehicles, we will not pay whilst the **vehicle** is:

- (a) engaged in or being tested in preparation for racing or pacemaking;
- (b) any reliability trial or hill climbing test;
- (c) being driven on any racetrack or speedway;
- (d) being towed by another **vehicle**;
- (e) being driven whilst in an unroadworthy condition unless the liability incurred was not caused or contributed to by such unroadworthiness;
- (f) being driven by, or is in the charge of, someone who:
 - (i) was under the influence of, or had their judgement affected by, any alcohol or drug;
 - (ii) had more than the legal limit of alcohol in their breath or blood, as shown by analysis;
 - (iii) refused to take a legal test for alcohol or drugs; or
 - (iv) was not licensed, not correctly licensed or not complying with the conditions of their licence.

What we cover (cont.)

- (d) **property damage** caused by the use of any tool or plant forming part of or attached to or used in connection with any **vehicle** other than when travelling to or from any work site or transporting or carting goods;
- (e) **property damage** to **vehicles**, not belonging to **you** or used by **you** or on **your** behalf, but in **your** physical or legal control while being driven on a public **road**, for the purpose of servicing, repairing or testing as part of **your business**; or
- (f) **property damage** caused by the use of any **vehicle** not belonging to **you** but in **your** physical or legal control whilst being driven or moved for the purpose of servicing, repairing, delivery or testing as part of **your business**, subject to **you** contributing an amount of \$500 as the first payment of any claim in addition to any other **excess** specified elsewhere in **your** policy or **policy schedule**.

provided that in relation to paragraphs (e) to (f) above:

- (i) the most **we** will pay for your legal liability in respect of any one occurrence is \$250,000 unless some other sub-limit is shown on **your policy schedule** or attached by **endorsement**; and

What we exclude (cont.)

- However, **we** will cover **you** under f(i) through f(iv). If **you** were not the driver or person in charge of **your vehicle** at the time of the **event** and **you** can satisfy us that **you** did not know, and could not have reasonably known, of any of the above circumstances. If **we** pay a claim **we** can recover those costs from the person who was driving or in charge of **your vehicle**, unless the law prohibits recovery by **us**; or
- (g) at the time of the **occurrence**, more than 100 kilometres from;
 - (i) the location where the **vehicle** was being worked upon; or
 - (ii) the regular garage address of the **vehicle**.

What we cover (cont.)

- (ii) **we** will not be liable for the first:
- \$1,000 when the **vehicle** is being driven by a person under 25 years of age; or
 - \$250 when the **vehicle** is being driven by a person who has not held a driving licence in relation to the class of vehicle for two or more consecutive years.

These excesses are cumulative to the extent that one or more of the above circumstances apply and they are also in addition to the amount of any other applicable excess specified in this Policy section or shown on **your policy schedule**.

To avoid doubt, this Additional benefit 3. prevails over this Policy section exclusion 5: Vehicles, and subparagraphs (e) to (f) of this Additional benefit prevail over this Policy section exclusion 20: Property in physical or legal control, to the extent of any inconsistency.

What we exclude (cont.)

4. Principals

What we cover

Subject to the same terms and conditions which apply to **you, we** will extend the cover for legal liability provided by this Policy section to a principal of **yours**.

This Additional benefit will only apply:

- (a) to a legal liability for **personal injury** or **property damage** incurred by the principal which arises directly from **your** negligence in the performance of the contract between **you** and the principal;
- (b) to the extent the cover under this Additional benefit is required by the contract between **you** and the principal; and
- (c) where a claim made by **you** in relation to the **occurrence** which gives rise to the principal's legal liability would not be excluded or otherwise outside the cover provided by this Policy section.

What we exclude

This Additional benefit will not extend to any liability incurred by a **principal** which:

- (a) arises out of or in connection with the principal's own negligence, acts, errors or omissions;
- (b) arises independently of **your** performance of the contract between **you** and the principal; or
- (c) arises from an occurrence in respect of which **you** or the principal are entitled to be indemnified pursuant to a policy which provides workers compensation insurance or any other policy or scheme which provides cover against liability for injuries to workers or employees.

5. Interested parties

What we cover

Subject to the same terms and conditions which apply to **you, we** will extend the cover for legal liability provided by this Policy section to an interested party.

What we exclude

This Additional benefit will not extend to any liability incurred by an interested party which:

- (a) arises out of or in connection with the interested party's own negligence, acts, errors or omissions;

What we cover (cont.)

This Additional benefit will only apply:

- (a) to a legal liability for **personal injury** or **property damage** incurred by the interested party which arises directly from **your** negligence in the performance of a contract or agreement entered into between **you** and the interested party in connection with **your business**;
- (b) to the extent the cover under this Additional benefit is required by the contract or agreement between **you** and the interested party; and
- (c) where a claim made by **you** in relation to the occurrence which gives rise to the legal liability would not be excluded or otherwise outside the cover provided by this Policy section.

What we exclude (cont.)

- (b) arises independently of **your** performance of the contract or agreement between **you** and the interested party; or
- (c) arises from an occurrence in respect of which **you** or the interested party are entitled to be indemnified pursuant to an insurance policy which provides workers compensation insurance or any other insurance policy or scheme which provides cover against liability for injuries to workers or employees.

This Additional benefit does not apply to **your** principals, even if such principal is noted as an interested party on the **policy schedule**.

6. Non-Manual Work Worldwide Cover

What we cover

Under this Additional benefit, **we** will pay a claim for compensation in respect of which **your** legal liability is covered by this Policy section arising from non-manual work carried out by **you** anywhere in the world provided that at the time of the work being carried out, the person carrying out that work is normally a resident in the Commonwealth of Australia or New Zealand.

What we exclude

7. Representation costs

What we cover

We will pay the costs of representing **you** at an **inquest** or in any court of summary jurisdiction relating to an **occurrence** occurring during the **period of insurance** which may give rise to **legal liability** covered under this Policy section, if **you** have notified us in advance and **we** have given our written consent prior to **your** incurring these costs.

What we exclude

What we pay

Public liability

We will pay up to the 'Public Liability' **limit of liability** shown on **your policy schedule** in total for all amounts which **you** become legally liable to pay for compensation for **personal injury, property damage** or advertising liability covered by this Policy section resulting from an **occurrence**.

Products liability

We will pay up to the 'Products Liability' **limit of liability** shown on **your policy schedule** in total for all **occurrences** that give rise to **your** legal liability to pay compensation for **personal injury** or **property damage** covered by this Policy section and that happen during the **period of insurance** in connection with **products**.

Legal costs

Unless stated otherwise, the Extra cover Legal costs are in addition to the **limit of liability**.

Subject to the terms and conditions of Exclusion 15. Jurisdiction limits paragraph (b); for any claim arising from a recognition or enforcement action brought or instituted within the Commonwealth of Australia or New Zealand relating to a judgement obtained against **you** within the **United States** or **Canada** arising from business visits (but not **manual labour** or supervision of **manual labour** and not in respect of advertising liability arising from business visits to the **United States** or **Canada**) by travelling directors and employees of the named **insured** normally resident in the Commonwealth of Australia or New Zealand, the **limit of liability** is inclusive of the Extra cover Legal costs and Additional benefits.

Application of limit of liability to claims that exceed the limit

If **we** pay the **limit of liability** in respect of an **occurrence we** will not be obliged to defend any legal action against **you**. **We** will have no further liability under this Policy section with respect to the **occurrence** (including legal costs) except for Additional benefits incurred by **you** with **our** permission prior to the date of payment.

If a payment exceeding the **limit of liability** has to be made to dispose of a claim, or legal action against **you**, **our** liability to pay any Additional benefits will be limited to that proportion of those Additional benefits as the **limit of liability** bears to the amount paid to dispose of the claim or legal action.

Excess

The **excesses** that are shown on the **policy schedule** apply. Other **excesses** set out in this Policy section or any **endorsement** may also apply.

Policy section conditions

These conditions apply to this Policy section.

1. Joint insureds

Where **you** are comprised of more than one party **we** will deal with any claim as though a separate policy had been issued to each one of those parties, provided that nothing in this clause shall operate to require **us** to pay more than the **limit of liability** shown on **your policy schedule**.

We agree to waive all rights of subrogation or action which **we** may have against any such entity in relation to matters covered by this Policy section.

2. Reasonable care

You must:

- (a) exercise reasonable care to avoid and minimise **personal injury** or **property damage**, which includes taking reasonable measures to maintain all situations, fittings and plant in sound condition; and
- (b) at **your** own expense take reasonable action to trace, recall or modify any, or all, of **products** containing any defect or problem of which **you** have knowledge, or reason to suspect. This includes any compulsory recall or ban imposed by a government or statutory agency.

3. Inspection of property

We will be permitted to, but not obliged to, inspect the operations or **property insured** of **business** at any time. Our inspection, or lack of inspection, does not constitute a recognition, admission or waiver of rights by **us** that any **property insured** or operation of **your business** is safe.

Definitions

The following words have the following meanings and only apply to this Policy section. These defined terms prevail over any other meaning given to them in other parts of the **PDS** and Policy Wording. **You** should also refer to the General definitions section starting on pages 31 to 36.

Advertising liability

- (a) any infringement of copyright or passing off of title or slogan; or
- (b) unfair competition, piracy, idea misappropriation contrary to an implied contract; or
- (c) invasion of privacy committed or alleged to have been committed during the period of insurance in any advertisement, publicity article, broadcast or telecast and caused by or arising out of **your** advertising activities.

Canada

The Dominion of Canada and its respective territories, protectorates or dependencies.

Geographic limitations

- (a) anywhere in the Commonwealth of Australia or New Zealand; and
- (b) elsewhere in the world but only in respect of:
 - (i) business visits by directors and employees of the **named insured** who normally reside in the Commonwealth of Australia or New Zealand, other than directors or employees who are engaged in or supervising **manual labour** during such visits and not in respect of advertising liability arising from business visits to the **United States** or **Canada**; or
 - (ii) **products** exported from the Commonwealth of Australia or New Zealand, other than **products** exported to the **United States** or **Canada**.

Interested party

Any person, company or legal entity shown on the **policy schedule** as the interested party.

Internet operations

- (a) use of electronic mail systems by **you** or **your** employees, including part time and temporary staff, and others within **your** business or others communicating with **your** business by electronic mail;
- (b) access through **your** network to the world wide web or a public internet site by **you** or **your** employees, including part time and temporary staff, and others within **your business**;
- (c) access to **your** intranet (internal company information and computing resources) which is made available through the world wide web for **your** customers or others outside **your business**; and
- (d) the operation and maintenance of **your** website.

Manual labour

Work primarily involving physical exertion, but does not include activities associated with marketing, promotion, demonstration or selling.

Named insured

The person, company or legal entity shown as the **insured** on the **policy schedule**.

Occurrence

An **event** neither expected nor intended from **your** standpoint including continuous or repeated exposure to substantially the same general conditions. A series of occurrences arising from the one or original cause will be deemed to be the one **occurrence**.

Personal injury

- (a) bodily injury, death, sickness, disease, disability, shock, fright, mental anguish, mental injury or loss of consortium;
- (b) false arrest, false imprisonment, wrongful eviction, wrongful detention or malicious prosecution;
- (c) libel, slander, defamation of character or invasion of right of privacy; or
- (d) assault and battery not committed by **you** or at **your** direction unless committed for the purpose of preventing or eliminating danger to persons or property.

Principal

A party who **you** have entered into a written contract with in connection with **your business** where **you** agree to perform work, provide **your** services or supply **products** to the party and the contract requires **you** to obtain insurance for legal liabilities incurred by that party which arise from **your** performance of the contract.

Property damage

- (a) physical **damage** to or destruction of tangible property (which includes **loss** of property) including the **loss** of use of the property damaged or destroyed; or
- (b) **loss** of use of tangible property which has not been physically **damaged** or destroyed provided such **loss** of use is caused by physical **damage** to or **loss** or destruction of other tangible property.

United States

The United States of America and its respective territories, protectorates or dependencies.

Product(s)

anything (including any component, packaging or container of or for such thing) after it has ceased to be in **your** possession or control which has been manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed by **you** in the course of **your business**. The term includes anything (including any component, packaging or container of or for such thing) which by operation of a law of the Commonwealth of Australia **you** are deemed to have manufactured.

You, your, yours, yourself

- (a) the named insured;
- (b) **your** personal representatives in the event of **your** death;
- (c) all subsidiary companies (now or hereafter constituted) of the **named insured** which are incorporated within the Commonwealth of Australia or New Zealand and which carry on **your business**;
- (d) any director, executive officer, employee, partner or shareholder of the **named insured** or the companies as designated in paragraph (c) but only whilst acting within the scope of their duties in such capacity;

- (e) voluntary workers but only whilst acting within the scope of their duties in such capacity;
- (f) any employee, work experience personnel, office bearer or member of social, sports, fire fighting or welfare organisations, canteen and first aid facilities formed with the consent of the **named insured**, the companies as designated in paragraph (c) or the persons designated in paragraph (d); and
- (g) where the **named insured** is a club or association, any member of such club or association, but only whilst engaged as a member in activities organised by the club or association.

Policy section 2: Professional indemnity

About this Policy section

This Policy section provides cover for **your** civil liability to pay compensation in respect of claims relating to **specialist advice** or **specialist services**.

What we cover

If Professional indemnity is shown under ‘Sections insured’ in the **policy schedule** we will insure **you** for **your** civil liability (found by a Court, Tribunal or accepted by **us**) to pay compensation to third parties and claimant’s costs and expenses arising from a **breach**, provided the **breach**:

1. occurs during the **period of insurance**; and
2. arises from the provision of **specialist advice** or **specialist services** provided by **you** or a person(s) acting on **your** behalf as part of the **business** and where required by law or industry regulation, **you** or that person(s), hold the required qualifications to do so by an institution authorised under the Australian Qualifications Framework.

What we exclude

This Policy section (including the Additional benefits unless expressly stated otherwise) does not cover **you** for any liability arising directly or indirectly out of, or caused by, through, or in connection with, or for:

1. Public, Products or Advertising Liability

an occurrence insurable under Policy Section 1. Public and product liability. This exclusion extends to a claim where such an insurable occurrence falls outside of the **period of insurance** of Policy Section 1. Public and product liability.

2. Personal injury

personal injury unless such injury arises as a direct result of;

- (a) a breach of any professional duty that arises from the provision of **specialist service** or **specialist advice** by **you** or anyone for whose breaches of such duty **you** may be legally liable;
- (b) the performance of treatment to humans or **animal(s)** for beautification, cosmetic enhancement or to remedy illness, mental or physical deficiency, disease or injury;

What we cover

What we exclude (cont.)

- (c) the prescribing of activities, pharmaceuticals, medical or herbal remedies to improve performance or appearance, or to alleviate pain, illness, mental or physical deficiency, disease or injury; or
- (d) dispensing of drugs, medicines, pharmaceutical supplies or artificial aids.

3. Assumption of liability

any assumption of liability by **you** outside the normal course of providing **your specialist advice** or **specialist services** as part of the **business**.

4. Fees

fees or charges, or the refund of fees or charges, (by way of damages or otherwise) charged by **you** for the provision of **your specialist advice** or **specialist services** as part of **your business**.

5. Fines, penalties and punitive damages

fines, penalties, liquidated damages, punitive, exemplary or aggravated damages however imposed.

What we cover

What we exclude (cont.)

6. Trading Debts, insolvency and contractual liability

- (a) any trading debt incurred, or any guarantee in respect of such debt, given by **you** or on **your** behalf;
- (b) the insolvency, bankruptcy or receivership of the **business**; or
- (c) liquidated damages imposed upon **you** by contract or agreement, except to the extent that **you** would have been liable for that damage in the absence of any such contract or agreement.

7. Subrogation waiver

you at any time entering into a deed or agreement excluding, limiting or delaying **your** legal rights of recovery against another.

8. Dishonest, fraudulent or criminal acts

- (a) any dishonest, fraudulent, criminal or malicious act or omission by **you**, or on **your** behalf; or
- (b) any criminal act or omission or breach of any statute committed by **you**, or on **your** behalf, with reckless or wilful intent.

What we cover

What we exclude (cont.)

9. Asbestos and pollution

- (a) asbestos, asbestos fibres or derivatives of asbestos; or
- (b) the discharge, dispersal, release or escape of **pollutants** into or upon land, the atmosphere or water; or, the cost of preventing, removing, nullifying or cleaning up any contamination or pollution as a consequence of the discharge, dispersal, release or escape of any **pollutants**.

10. Directors and Officers Liability

your directors', officers' or employees' functions and duties as a director and/ or officer and/or employee of any legal entity, corporation or other incorporated body.

11. Employers Liability

- (a) the death, bodily injury, disease or illness of an employee, director, partner or trustee arising out of or in the course of or in respect of his/her employment;
- (b) a breach of any obligation owed by the **insured**, or an employee to another employee; or
- (c) any liability imposed by the provisions of any workers' compensation statute or any industrial award or agreement or determination.

12. Related Parties

any **claim** brought by:

- (a) **you**;
- (b) any company or trust which is operated or controlled by **you** or **your** nominees or trustees and in which **you** have a direct or indirect financial interest;
- (c) any company in which **you** have or have held at least a 20% financial interest and have had or have board representation on that company; or
- (d) any **relative** or any company owned or **controlled** by a **relative**, unless the **specialist advice or specialist services** that gave rise to the **claim** was authorised by a person:
 - (i) qualified to do so; and
 - (ii) who is not related to the **relative**.

13. Products Liability

personal injury or property **damage** arising from **your product(s)**.

This exclusion will not apply to a **claim** arising solely from advice, design or specifications prepared by **you**, or someone acting on **your** behalf, where that advice, design or specifications is part of the **specialist advice** or **specialist services**.

What we cover

What we exclude (cont.)

14. Territorial and jurisdictional limits

a claim that:

- (a) is brought or instituted against **you**, or any judgement obtained against **you** (whether or not such judgement is enforced by the courts of the Commonwealth of Australia or New Zealand), within the United States or **Canada**; or
- (b) arises from any act, error or omission occurring within the United States or **Canada** or the conduct of **specialist advice** or **specialist service**:
 - (i) within the United States or **Canada**; or
 - (ii) provided to persons or entities in the United States or **Canada**.

15. Faulty Workmanship

- (a) the cost of performing, completing, correcting or improving any **specialist advice** or **specialist services** provided by **you** or on **your** behalf or for **your** benefit to tangible property or **your products**; or
- (b) the cost arising from **your** partial or total failure or inability to provide, perform or complete **your specialist advice** or **specialist services**.

What we cover

What we exclude (cont.)

For the avoidance of doubt this exclusion also extends to any obligations **you** have under any consumer legislation relating to builders.

However, this exclusion will not apply to a **claim** for a defect arising solely from advice, design or specifications prepared by **you**, or someone acting on **your** behalf, where that advice, design or specifications is part of the **specialist advice or specialist service**.

16. Vehicles

the ownership, use, legal possession, or legal control by **you** of any **vehicle, aircraft** or **watercraft**.

17. Molestation

the molestation of, the interference with, the mental abuse or the physical abuse of any person by:

- (a) **you**;
 - (b) any employee; or
 - (c) any person performing any voluntary work or service for **you** or on **your** behalf.
-

Extra covers

1. Legal costs

What we cover

If **we** agree to pay a claim for compensation in respect of which **your** civil liability is covered under this Policy section, **we** will also pay the **insured legal costs** in addition to any compensation or claimant's costs and expenses.

If the amount of compensation and claimant's costs and expenses exceeds the limit of liability shown on **your policy schedule**, **we** will only pay legal costs up to the same percentage that the total compensation and claimant's costs and expenses payable as a result of that claim bears to the limit of indemnity.

What we exclude

2. Court attendance compensation costs

What we cover

If we agree to cover **your** civil liability under this Policy section, **we** will also pay the **insured** compensation if legal advisers, acting with our consent, require **you** to attend court as a witness in connection with a claim covered under this Policy section.

The compensation will be equal to **your** regular rate of pay or \$250 per day that **your** attendance is required (whichever is lesser) up to a maximum of \$10,000 for any one claim.

What we exclude

We will not pay if the **insured** does not actually pay for **your** time.

Additional benefits

We will also provide the following Additional benefits in this Policy section subject to the General exclusions and Policy section exclusions and any **endorsement**. Unless stated otherwise below, any amounts payable under these Additional benefits apply in addition to the limit of indemnity shown on **your policy schedule**.

1. Retroactive cover

What we cover

If **you** held a professional indemnity policy which covered **you** for the same **specialist advice** or **specialist services** that **you** provide as part of **your business**, that either lapsed or expired simultaneously with the inception of this Policy section, then subject to the General exclusions and Policy section exclusions and any **endorsement we** will cover **your** civil liability arising from a **breach**, arising from the **specialist advice** or **specialist service** provided as part of the **business**, that occurred prior to the inception of this Policy section but not prior to any retroactive date on such a prior policy.

What we exclude

We will not pay any claim **legal costs** or any **liability** arising from a **breach**, arising from any **specialist service** or **specialist advice** provided as part of the **business**, that **you** knew about prior to purchasing this policy section and which had given rise to actual or potential complaints or **claims**.

2. Inquiry costs

What we cover

We will pay the **insured** for inquiry costs provided that:

- (a) the notice requiring **your** response or attendance relates to **specialist advice or specialist service** provided as part of **your business** covered by this Policy section and is received by **you** and notified to **us** during the **period of insurance**;
- (b) **we** have given our written consent to **you** before **you** incur any inquiry costs; and
- (c) **we** have the right, at our discretion, to appoint legal representation to represent **you** at the inquiry or hearing.

What we exclude

We will not pay any inquiry costs that would be eligible to be paid under Additional benefit 6. Representation costs of the 'Public and products liability' section.

3. Public relations expenses

What we cover

We will pay the **insured** for public relations expenses up to a limit of \$25,000 incurred by **you** in respect of an **adverse publicity event** that first occurs during the **period of insurance** and is notified to us within 30 days of the **adverse publicity event** happening.

What we exclude

What we cover

What we exclude (cont.)

We will not pay:

- (a) the first \$1,000 of public relations expenses for any **adverse publicity event**;
 - (b) for any adverse publicity **event** that is notified to **us** more than 30 days after the **adverse publicity event** happened; or
 - (c) more than \$100,000 during the **period of insurance**.
-

What we pay

Professional indemnity

Subject to the limits that apply to professional indemnity claims, **we** will pay up to the limit of indemnity shown on the **policy schedule** for compensation and claimant's costs and expenses for any one **claim** covered under this policy section arising from the provision of **specialist advice** or **specialist services** provided as part of **your business** during the **period of insurance**.

All **claims** arising out of, based upon, attributable to or in respect of a single act, error or omission or series of acts, errors or omissions consequent upon or attributable to one source or original cause shall be considered to be one **claim** and shall attract one limit of indemnity and one **excess**.

The maximum **we** will pay for all claims made against you and covered under this policy section arising from **specialist advice** or **specialist services** provided during the **period of insurance**, is up to twice the limit of indemnity shown on the **policy schedule**.

Legal Costs

If **we** agree to pay a claim for compensation in respect of which **your** civil liability is covered under this Policy section, **we** will also pay the **legal costs** in addition to any compensation or claimant's costs and expenses.

Application of limit of indemnity to claims that exceed the limit

If the amount of compensation and claimant's costs and expenses exceeds the limit of indemnity shown on the **policy schedule**, **we** will only pay legal costs up to the same proportion that the limit of indemnity bears to the total compensation and claimant's costs and expenses payable as a result of that **claim**.

Excess

The **excesses** that apply to each claim are shown on the **policy schedule**.

Other **excesses** set out in this Policy section or any **endorsement** may also apply.

Definitions

The following words have the following meanings for this Policy section only. **You** should also refer to the General definitions section on pages 31 to 36.

Adverse publicity event

an **event** which, in **your** reasonable opinion, might cause the reputation of the **insured** to be seriously affected by adverse or negative publicity.

Breach means:

- (a) Any breach by **you**, or someone acting on **your** behalf, of:
 - (i) a professional duty owed to a customer;
 - (ii) consumer protection legislation enacted for the protection of consumers, within any Australian jurisdiction; or
 - (iii) a contractual liability that is not an express warranty, guarantee, hold harmless or indemnity clause or the like unless such liability would have attached to **you** in the absence of such a provision;
- (b) **you** unintentionally infringing intellectual property rights;
- (c) **you** unintentionally defaming someone.

Claim

any demand made by a third party upon **you** for compensation, however conveyed, including a writ, statement of claim, application or other legal or arbitral process.

Controlled

has the meaning given by section 50AA of the Corporations Act 2001 or any subsequent amendment.

Inquiring body

any official body or institution empowered by law to investigate **your** professional conduct including but not limited to a coroner's court, Royal Commission, statutory regulatory body, tribunal or legally constituted industry or professional board but excluding any parliament or any committee of a parliament.

Insured

any person, company or legal entity shown on the **policy schedule**.

Legal costs

all necessary and reasonable costs and expenses incurred by **us**, or by **you** with **our** prior written consent, in defending, investigating or settling any claim for compensation in respect of which **you** are or would be entitled to be covered against under this Policy section (not being claimant's costs and expenses).

Public relations expenses

the reasonable costs, charges, fees and expenses of a public relations firm or consultant engaged, with our prior written consent, to prevent or limit the adverse effects of or negative publicity from an **adverse publicity event**.

Relative

Your:

- (a) Spouse, domestic partner or de facto partner;
- (b) parent;
- (c) children or siblings; or
- (d) the spouse, domestic partner, de facto partner, parent, child or sibling of a relative specified in (a), (b), and (c) above; or
- (e) a parent of **your spouse**, domestic partner or de facto partner.

Specialist advice or **specialist service**

advice, service (which includes work) or treatments for which training and experience is required and which is regarded as being advice or being a service usually provided by **your** trade or occupation.

Spouse

a lawful spouse, domestic partner (including without limitation same sex partner) or any person deriving similar status by reason of the common law or statute.

Your product(s)

any thing (including any component, packaging or container of or for such thing) after it has ceased to be in **your** possession or control which has been manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed by **you** in the course of **your business**. The term includes any thing (including any component, packaging or container of or for such thing) which by operation of a law of the Commonwealth of Australia **you** are deemed to have manufactured.

You and your

- (a) the **insured**;
- (b) where the **insured** is a natural person, the estate, heirs, legal representatives or legal assigns of such natural persons in the event of their death or legal incapacity; and
- (c) any past and/or present employee of the **insured** but only in his or her capacity as such.

Policy section 3: Portable and valuable items

About this Policy section

This Policy section provides cover for **accidental loss** of or **damage** to portable or valuable items that **you** usually carry around with **you** in the course of **your business** anywhere in the world. Any item with a replacement value of more than \$2,500 must always be shown on **your policy schedule** as a **specified item** in order to receive cover up to the replacement value of that item. **You** can claim for **accidental loss** of, or **damage** to, a **specified item** or **unspecified item** as described under what “What we cover” if:

- ‘Portable and Valuable Items’ is shown as insured on **your policy schedule**;
- the **accidental loss** or **damage** occurs during the **period of insurance**;
- the **accidental loss** or **damage** is not excluded by any of the exclusions under what “What we exclude”; and
- the **accidental loss** or **damage** is not excluded by any of the General exclusions listed on pages 27 to 30.

What we cover

We will cover **you** for **accidental loss** of, or **damage** to portable or valuable items shown on **your policy schedule** as **property insured**, occurring anywhere in the world during the **period of insurance**. For **property insured** shown as **specified items** on **your policy schedule** **we** cover up to the replacement value. For **property insured** shown as **unspecified items** on **your policy schedule** **we** cover up to \$2,500 per item.

What we exclude

We do not cover:

- (a) more than \$2,500 for loss or damage to any item with a replacement value of more than \$2,500, unless it is shown on **your policy schedule** as a **specified item**;
- (b) any unspecified item of property unless **your policy schedule** shows that **you** have cover for **unspecified items** of property;

What we cover

What we exclude (cont.)

- (c) **loss** or **damage** caused by or arising out of:
- (i) the actual process of cleaning, maintenance, overhaul, repair or renovation, alteration, addition or undergoing a trade process;
 - (ii) wear and tear, fading, gradual deterioration or developing flaws, normal upkeep or making good, or any gradual cause;
 - (iii) moths, termites or other insects or vermin;
 - (iv) scratching, biting or chewing by any **animal**;
 - (v) chipping, scratching, denting or marring that does not materially affect the use or operation of the **property insured**;
 - (vi) change in colour, loss of weight, change in flavour, texture or finish;
 - (vii) the action of light, atmospheric conditions, any form of **fungus** or extremes of temperature, rust or oxidation, wet or dry rot, corrosion, inherent vice or latent defect;
 - (viii) mechanical, hydraulic, electrical or electronic breakdown, burnout, failure, malfunction or derangement of any equipment or device;
 - (ix) soot or smoke from industrial operations (other than sudden and unforeseen resultant **damage**);

What we cover

What we exclude (cont.)

- (x) any faults or defects in any item of **property insured** that **you** or any of **your** employees knew about before taking out this Policy section;
- (xi) unexplained inventory shortage, disappearance resulting from clerical or accounting errors, or shortage in the supply or delivery of materials;
- (xii) testing, experimentation, intentional overloading, misuse or abuse;
- (xiii) cracking, scratching or breakage of glass or fragile items unless as a consequence of **loss** or **damage**;
- (xiv) fraud or dishonesty by **you** or any other person;
- (xv) kidnapping, bomb threat, threat of contamination, hoax, trickery, extortion or any attempt at any of these;
- (xvi) detention, confiscation or disappearances by customs or any lawful authority;
- (xvii) the sea, including tidal wave tsunami, storm surge or high water;
- (xviii) **flood**;
- (xix) erosion; subsidence, earth movement or collapse;
- (xx) faulty materials or faulty workmanship;

What we cover

What we exclude (cont.)

- (xxi) error, failure or omission in design error or omission in plan or specification; or
 - (xxii) spontaneous combustion, fermentation or heating;
 - (d) **loss** of or **damage** to **money** or documents of any kind, unless the Optional insurance 3. **Money** is shown on **your policy schedule**;
 - (e) **loss** of or **damage** to tools of trade, sporting equipment, any remote controlled devices, guns or musical instruments while they are in use;
 - (f) **loss** of or **damage** to property undergoing any process involving the application of heat;
 - (g) **loss** of use, **loss** of earning capacity and any other consequential **loss**;
 - (h) **loss** of or **damage** to property as a result of:
 - (i) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **data**;
 - (ii) error in creating, amending, entering, deleting or using **data**; or
 - (iii) total or partial inability or failure to receive, send, access or use **data** for any time or at all;
- from any cause whatsoever, regardless of any other contributing cause or **event** whenever it may occur;

What we cover

What we exclude (cont.)

- (i) **you** for any **loss** or **damage** caused by or arising out of theft:
 - (i) committed by any person who has been lawfully permitted to enter the **premises** or be on the **premises**; or
 - (ii) of unattended **property insured** in the open air; or
- (i) **you** for any **loss** or **damage** caused by or arising out of theft from any building or **vehicle** unless the **property insured** was:
 - (i) securely locked in a **vehicle** and the theft was consequent upon forcible and violent entry which causes visible **damage** to the **vehicle**;
 - (ii) securely affixed to a **vehicle** and theft is consequent upon forcible and violent removal which causes visible **damage** to the securing devices;
 - (iii) securely chained to a **vehicle** by a steel chain (with a link diameter of 10mm or more) and a padlock (with a security rating of 6 or more under AS 4145.4 as amended) and theft is consequent upon forcible and violent removal which causes visible **damage** to the securing devices; or

What we cover

What we exclude (cont.)

- (iv) securely locked in a building or any part of the building and the theft is consequent upon forcible and violent entry to the building or that part of the building.

However **we** will not cover any theft:

- (i) committed by any person while lawfully in the building or a tenant;
 - (ii) of the **property insured** which is unattended in areas of the building accessible by the general public; or
 - (iii) stolen as a consequence of armed hold-up or the threat of physical violence.
-

Extra cover

If **we** agree to pay a claim for **accidental loss** or **damage** to **your property insured** under this Policy section, **we** will also provide the following Extra cover.

Reinstatement of insured amount

What we cover

We will automatically reinstate the **insured amount** to the amount shown on **your policy schedule**.

You will not have to pay any additional premium.

What we exclude

Additional benefits

We will provide the following additional benefits in this Policy section subject to the General exclusions, all the exclusions and terms and conditions applicable to this Policy section and any **endorsement**, unless stated otherwise. Any amounts payable under this Additional benefit apply in addition to the **insured amount**. To claim under this Additional Benefits there does not need to be loss or damage to **your property insured**.

1. Theft of property

What we cover	What we exclude
<p>We cover you for theft of any property not belonging to you but in your physical or legal control for the purposes of your business occurring during the period of insurance anywhere in the world.</p> <p>The most we will pay under this Additional benefit for any one period of insurance is \$2,000.</p>	<p>This Additional benefit does not cover theft committed by any member of your family or by any employee of yours.</p> <p>We will not cover you under this Additional benefit unless the property insured was:</p> <ul style="list-style-type: none">(a) in a securely locked vehicle and the theft was consequent upon forcible and violent entry to the vehicle;(b) securely and permanently affixed to a building or vehicle and theft is consequent upon forcible and violent removal of the property insured;(c) in a vehicle and was securely chained to that vehicle by a steel chain and a padlock;(d) in your private residence or the private residence of your employee who had been authorised by you to have the custody and control of the property insured.

What we cover

What we exclude (cont.)

However **we** will not cover any theft by a tenant;

- (e) securely locked in a building or any part of the building and the theft is consequent upon forcible and violent entry to the building or that part of the building, however

We will not cover any theft:

- (i) committed by any person while lawfully in the building or a tenant; or
 - (ii) of **property insured** which is unattended in areas of the building; or
 - (f) stolen as a consequence of armed holdup or the threat of physical violence.
-

2. Your dog

What we cover

We will cover any veterinary fees and reasonable disposal or funeral expenses resulting from a sudden, unforeseen and unintended accident occurring during the **period of insurance** causing the death of or injury to **your** dog.

The most **we** will pay during the **period of insurance** is \$1,000.

What we exclude

We will not pay for any costs, fees or expenses associated with:

- (a) **your** dog suffering illness or disease;
 - (b) Something **your** dog has eaten;
 - (c) a **business** activity such as security, racing, farming or grazing;
 - (d) Inspect bites or insect infestation such as heart worm, fleas, ticks or mites.
-

3. Your GPS navigation unit

What we cover

If **your** GPS navigation unit is not a **specified item, we** will cover **you** for the **accidental loss** of or **accidental damage** to **your** GPS navigation unit. The most **we** will pay during the **period of insurance** is \$1,000.

What we exclude

We do not cover any **loss** or **damage** excluded by paragraphs (b) – (j) of “What **we** exclude” on pages 80 to 85.

Optional insurance

We will also provide the following optional insurance when it is selected by **you**, agreed to by **us** and shown on **your policy schedule** as applying.

An extra premium will apply.

The loss or damage covered by the optional insurance must occur during the **period of insurance**. All of the conditions of this policy apply unless stated otherwise. Any amount payable under this Optional insurance apply in addition to the **insured amount**.

1. Emergency hire costs

What we cover

If **we** agree to pay a claim under this Policy section for **accidental loss** or **damage** to **property insured**, **we** will also pay the additional costs necessarily and reasonably incurred by **you** for the resumption or maintenance of normal business operations in the 7 days following the occurrence of **loss** or **damage**.

These costs include, but are not limited to:

- (a) the temporary hire of replacement equipment;
- (b) the hire of other contractors or casual staff to complete work on **your** behalf;
- (c) the costs of expedited or express postage of replacement **property insured**.

The most **we** will pay during one period of insurance is \$2,000.

What we exclude

We will not pay for:

- (a) any costs or expenses that do not relate to the first 7 days following the occurrence of the **accidental loss** or **damage**;
- (b) any fines, penalties, or liability incurred by **you**;
- (c) for any **loss** or **damage** to **your** property; or
- (d) any costs incurred after **we** have replaced, or paid to replace, the **property insured** that was the subject of the claim.

2. Theft of portable and valuable items without forced entry

What we cover

We will cover **loss** of or **damage** to any **specified item** or **unspecified item** caused by theft or attempted theft without forced entry, provided that the item was:

- (a) within an open sided structure or by perimeter fencing at a worksite;
- (b) kept in **your vehicle** at a worksite where the site regulations do not permit you to lock **your vehicle**; or,
- (c) stolen whilst **you** were loading or unloading **property insured** from the **vehicle** in the normal cause of **your** work.

We will not pay more than \$2,000 for any one **event** and more than \$6,000 during the **period of insurance**.

An **excess** of \$500 applies to any claim under this Optional Insurance 2.

What we exclude

We will not pay for **loss** or **damage** to any item left in the open air for longer than 24 hours at the same location.

3. Money

What we cover

We will cover **accidental loss** of **money** while it is:

- (a) in **your** custody or in the custody of persons authorised by **you**; or
- (b) in a night safe until removed by a bank **employee**.

What we exclude

We will not pay for:

- (a) **loss** from an unattended **vehicle**,
- (b) **loss** from a bank night safe after the usual closing time of the bank on the next business day following the deposit;
- (c) wages and salaries once they have been paid to **employees**;

What we cover

The most **we** will pay during one **period of insurance** is \$3,000.

The **excess** shown on the **policy schedule** applies to any claim under this Optional Insurance 3.

What we exclude (cont.)

- (d) shortages resulting from clerical or accounting errors or **loss** due to errors in receiving or paying out; or
 - (e) any act of fraud or dishonesty by **you** or by **your employee**.
-

What we pay

If **we** agree to pay a claim for **accidental loss** of, or **damage** to, **property insured** covered under this Policy section **we** will, at **our** option:

- (a) repair or replace the **specified item** or **unspecified item** (including carry case and usual accessories) to a condition substantially the same as, but not better or more extensive than, its condition when new; or
- (b) pay **you** the cost of such repair or replacement of the **specified item** or **unspecified item**.

When the **loss** or **damage** is confined to a part or component of the **property insured**, **we** will only pay for, or replace or repair that part or component plus the cost of any necessary dismantling and reassembling up to the **insured amount** for a **specified item** shown on **your policy schedule** or up to a value of \$2,500 per item for an **unspecified item**.

The most **we** will pay under paragraphs (a) or (b) above for a **specified item** is the **insured amount** shown on **your policy schedule**.

The most **we** will pay under paragraphs (a) or (b) above for any one individual **unspecified item** is \$2,500. If an item has a replacement value of more than \$2,500 it must be recorded as a **specified item** otherwise **we** will not pay more than \$2,500 for that item.

If **we** replace or pay the cost of replacing any **specified item** or **unspecified item**, **you** no longer have any cover for that item or the replacement item.

Excess

The **excess** that applies is shown on the **policy schedule**.

Definitions

The following words have the following meanings for this section only. **You** should also refer to the General definitions section starting on page 31 to 36.

Property insured

Specified items and/or **unspecified items**, as shown in **your policy schedule**.

Specified items

Each item of property that is specifically described on **your policy schedule**.

Unspecified items

Each item of property which is not a specified item but which is part of a group or class of property described generally on **your policy schedule**. The group or class described may include hand tools and hand held power tools.

Policy section 4: Tax probe

About this Policy section

This Policy section provides cover for the **professional fees** such as accountant's fees incurred by **you** in connection with a **tax audit** of a return by the Australian Taxation Office, or by a Commonwealth, State or Territory department, body or agency.

You can claim for **professional fees** as described under what "What we cover" if:

- (a) "Tax Probe" is shown in **your policy schedule**;
- (b) the **tax audit** was commenced and is notified to **us** during the **period of insurance**;
- (c) the claim is not excluded under what "We do not cover"; and
- (d) the claim is not excluded under the General exclusions listed on pages 27 to 30.

What we cover

We cover **professional fees** reasonably and necessarily incurred by **you** in connection with a **tax audit** by an **authority**, which is commenced and notified to **us** during the **period of insurance**.

The type and extent of cover under this Policy section will depend on whether **you** select:

- (a) Business Audit Only – with Investigation Cover (which excludes Extra cover 2 – Directors' personal tax returns); or
- (b) Business AND Directors Audit – with Investigation Cover (which includes Extra cover 2 – Directors' personal tax returns); or

What we exclude

1. Returns not prepared by a tax agent

Any **professional fees** relating to, arising from or in connection with any income **return** that has not been prepared or reviewed prior to dispatch by **your tax agent**. However, this exclusion does not apply to any **return** for:

- (a) prescribed sales tax;
- (b) income derived from:
 - (i) any payment under a contract of employment of service between **you** and any other person, company or entity, other than when that payment is paid by a company for which **you** are a director or have a controlling interest;

What we cover

- (c) Individual Cover (which provides cover for **insureds** who are not companies but excludes Extra cover – Directors' personal tax returns).

What we exclude (cont.)

- (ii) any payment from superannuation, pension or their retirement benefit; or
- (iii) personal investments that **you** are not wholly or mainly dependent on.

2. Representations, errors in information and improper conduct

Any **professional fees** relating to, arising from or in connection with:

- (a) **you** or **your tax agent** making a statement to the **authority** that is false or misleading except that this exclusion will not apply where a false or misleading statement results from **you** being misled by the **authority** or where **you** did not and could not be expected to know that a statement was false or misleading;
- (b) any fraudulent act or fraudulent omission or statement made to an **authority** arising from any act committed deliberately or with **your** wilful intent;
- (c) an **authority**, or its authorised representative, having assessed **your** behaviour as being a case of deliberate evasion or recklessness;
- (d) any **return** lodged or submitted dishonestly or fraudulently where the supporting documents have been falsely created or collected; or

What we cover

What we exclude (cont.)

- (e) any error or deficiency with information already provided to the relevant **authority** which **you** do not notify to the relevant **authority** within 30 days of you discovering the error or deficiency with the information.

3. Delay

Any **professional fees** relating to, arising from or in connection with:

- (a) a **tax audit** which is commenced due to **your** failure to lodge a taxation or any other **return** within the time limit prescribed by law or within the extended time granted by an **authority**;
- (b) a **tax audit** which is commenced due to **your** failure to pay all taxes by the due date or within any extension of time granted by the **authority**; or
- (c) **your** failure to respond to the **authority** within the time it has specified to you to give your response.

4. Imposition of penalties

The imposition of or the seeking to impose any tax, penalty tax, costs, interest, fine or penalty by any **authority**, court or tribunal.

What we cover

What we exclude (cont.)

5. Shortfall tax audits

Any **professional fees** relating to, arising from or in connection with a **tax audit** where an **authority** imposes or seeks to impose a penalty due to any **shortfall amount**, or part of that amount, resulting from:

- (a) intentional disregard of a **designated tax** by **you** or **your tax agent**; or
- (b) recklessness by **you** or **your tax agent** as to the operation of a **designated tax**.

6. Subrogation agreements

Any amount that **you** are unable to recover because of a contract or agreement that **you** have entered into that excludes or limits **your** rights to recover that amount.

7. Territorial limitations

- (a) Any tax **return**:
 - (i) prepared by a person who ordinarily resides outside Australia and its external territories; or
 - (ii) for a company, firm or entity which operates outside Australia and its external territories;

What we cover

What we exclude (cont.)

- (b) Any **professional fees** that are:
- (i) associated with any **return** lodged outside Australia and its external territories; or
 - (ii) in respect of any person or organisation ordinarily resident outside Australia and its external territories;

8. **Prior tax audits**

Any claim arising from or in connection with any **tax audit** for which verbal or written notice or information was received by **you** or **your tax agent** before the inception of this Policy Section.

9. **Unjustified refusal or failure to comply**

Any claim or claims caused by or arising from any improper, unwarranted or unjustified refusal or failure to comply with any lawful request made by the **authority**.

10. **Professional fees after completion of tax audit**

Any **professional fees** incurred after the **tax audit** has been completed.

What we cover

What we exclude (cont.)

11. **Other matters**
- (a) Any **professional fees** relating to, arising from or in connection with:
 - (i) any criminal prosecution;
 - (ii) any **tax audit** relating to customs legislation;
 - (iii) any **tax audit** conducted by the Australian Prudential Regulation Authority; or
 - (iv) any **tax audit** that includes a refund or claim for tax or duty relief arising out of an arrangement, facility, financial structure or the like adopted for the principal purpose of obtaining that refund or relief, unless the arrangement has received prior written approval from the relevant government or government authority or agency before being offered to **you** or the general public;
 - (b) Any claim or claims caused by, arising from or in connection with:
 - (i) amounts sought by any amended notice of assessment, additional tax, duty government impost or the like;
 - (ii) costs to pursue or defend any legal actions against **you** or initiated by **you** (unless it is agreed to by **us**);

What we cover

What we exclude (cont.)

- (iii) any inquiry from an **authority** which is not related to either an identified intention to conduct a **tax audit** or is not directed at obtaining information or **data** for a possible future **tax audit**;
 - (iv) any routine enquiries, or enquiries from a **tax agent** which are not identified as being either preliminary to, or relating to a **tax audit** of a **return**; or
 - (v) any form of activity involving a periodic review, routine inquiry or compliance review relevant to **you** maintaining industry status, licence, compliance, membership, any form of occupational health and safety compliance or similar requirements.
-

Extra covers

If **we** agree to pay a claim for **professional fees** under this Policy section, **we** will also pay for the following Extra covers.

1. Reinstatement of insured amount

What we cover

If **we** pay an amount for a claim under this Policy section **we** will automatically reinstate the **insured amount** under the Policy section. **You** will not have to pay any additional premium.

What we exclude

2. Directors' personal tax returns

What we cover

If **your policy schedule** shows that **you** have selected 'Business and Directors Audit' – with Investigation Cover' and **you** are a company and the directors' work full time in the **business**, **we** will cover the **professional fees** reasonably and necessarily incurred by each director in connection with a **tax audit** by an **authority** of the director's personal income tax returns that are lodged with that **authority** which is commenced and notified to **us** during the **period of insurance**.

This Extra cover only provides cover for a **tax audit** of a director's personal income tax **return** that was prepared by the same **tax agent** who prepared the income tax return for the **business** in that same year.

What we exclude

What we cover

What we exclude (cont.)

The amounts payable under this Extra Cover are included in, and do not apply in addition to, the "Business and Directors Audit - with Investigation Cover" **insured amount**. This Extra cover will not apply if **your policy schedule** shows that **you** have selected 'Business Audit Only – with Investigation Cover or Individual Cover.

3. Travel and accommodation expenses

What we cover

What we exclude

We will reimburse **you** for travel and accommodation expenses incurred by **you** or **your** employees if they are reasonably and necessarily incurred to substantiate a claim under this Policy section.

Policy section conditions

These conditions apply to all covers and claims under this Policy section.

1. Commencement and completion of a tax audit

A **tax audit** commences at the time **you** or **your tax agent** first receives notice (verbal or written) of an audit, inquiry, investigation, examination or review.

A **tax audit** is complete when:

- (a) the officer authorised by the **authority** has given written notice to that effect;
- (b) the officer authorised by the **authority** notifies **us** in writing of its decision in connection with **your returns** including any written statement which is intended by such officer to be its findings in connection with a **return** or the basis upon which it proposes to act in connection with a **return**;
- (c) when the officer authorised by the **authority** has issued an assessment or amended assessment of **your returns**; or

(d) in the absence of subparagraphs (a), (b) or (c) where **your tax agent** declares in writing that such a **tax audit** has been concluded.

2. Authority matters

You must:

- (a) submit all taxation and other **returns** within the time limits prescribed by all relevant legislation or regulations or as requested by or on behalf of the relevant **authority** or within the extensions of time granted by the relevant **authority**;
- (b) make full and complete disclosure of all assessable income (including capital gains), as required by any relevant legislation or regulation, and **you** must take reasonable care not to omit from any such disclosure any matter or thing without which the disclosure is misleading or likely to mislead any person or **authority** who relies on that disclosure;
- (c) be registered for GST purposes, if required by legislation or regulations; and
- (d) ensure all correspondence, requests or inquiries from an **authority** are dealt with within the required time and where there is no required time, a reasonable time.

3. Claims

For any claim:

- (a) **you** must notify **us** within 30 days of **you** first becoming aware of the first notice of a **tax audit**;
- (b) **you** must keep **us** informed of all developments as they occur;
- (c) **you** must take all necessary and reasonable steps to minimise any delays and costs incurred or likely to be incurred;
- (d) **we** have the right to directly access **your tax agent** and lawyers and any documented advice they have given **you** relevant to the **tax audit**;
- (e) **you** must ensure **your tax agent** will assist **us** with any matter **we** may pursue with the **authority**; and
- (f) **you** must submit to **us** all accounts for **professional fees** that relate to **your** claim upon completion of the **tax audit**.

What we pay

Subject to Extra cover 1 - Reinstatement, if **your policy schedule** shows the cover **you** have selected is:

- (a) Business Audit Only – with Investigation Cover, then the most **we** will pay for a **tax audit** commenced during the **period of insurance** is the **insured amount** shown on **your policy schedule**; or
- (b) Business AND Directors Audit – with Investigation Cover, the most **we** will pay for a **tax audit** commenced during the **period of insurance** relating to:
 - (i) the **policyholder** named in **your policy schedule** or any company, firm, partnership or trust in which the **policyholder** named in **your policy schedule** holds 50% or more ownership, interest or shareholding; and
 - (ii) each director named in **your policy schedule**;

is the **insured amount** shown on **your policy schedule**; or

- (c) Individual Cover, the most **we** will pay for a **tax audit** commenced during the **period of insurance** relating to all individuals named in **your policy schedule** as **policyholders** is the **insured amount** shown on **your policy schedule**.

When we pay

We will pay the **professional fees** reasonably and necessarily incurred by **you** in connection with assisting **you** to respond to an official **tax audit** by an **authority** where:

- (a) **your** claim is covered under what “What we cover” of this Policy section;
- (b) **your** claim is not excluded under what “What we exclude” of this Policy section;
- (c) **your** claim is not excluded under the General exclusions on pages 27 to 30; and
- (d) the **tax audit** has been completed (as defined in Policy section condition 1 above).

Excess

The **excess** that applies is shown on **your policy schedule**.

Definitions

These words have the following meanings and apply only to this Policy section. These defined terms prevail over any other meaning given to them in other parts of the **PDS** and Policy Wording. **You** should also refer to the General definitions on pages 31 to 36.

Authority

- (a) the Australian Taxation Office;
- (b) a revenue office of an Australian State or Territory; or
- (c) a Commonwealth, State or Territory government department, body or agency, duly authorised to conduct a **tax audit**.

Designated tax

Any tax assessable in accordance with the provisions, as amended, of the:

- (a) Income Tax Assessment Act 1936 (Cth);
- (b) Income Tax Assessment Act 1997 (Cth);
- (c) Fringe Benefits Tax Assessment Act 1986 (Cth);
- (d) A New Tax System (Goods and Services Tax) Act 1999 (Cth);
- (e) Superannuation Guarantee (Administration) Act 1992 (Cth);
- (f) Termination Payments Tax (Assessment and Collection Act) 1997 (Cth); or
- (g) any law of an Australian State or Territory relating to payroll tax.

Policyholder

The person or entity named as such in **your policy schedule**.

Professional fees

Fees, costs and disbursements payable to a **tax agent** or professional person (other than **you or your employee**) in connection with a **tax audit** by an **authority**.

Professional fees does not mean any fees, costs or disbursements:

- (a) charged by a tax agent for administrative purposes;
- (b) that relate to any subsequent objection lodged with an **authority** in respect of a **tax audit**;

- (c) that relate to, or are associated with the preparation of any accounts, financial statements or documents which would or should have been ordinarily or prudently prepared prior to or at the time that the lodgement of any **return** or documents was required to be lodged;
- (d) incurred after the **tax audit** has been completed; or
- (e) incurred 12 months or more after the commencement date of a **tax audit** other than when **you** can demonstrate to **our** satisfaction that the delay in completing the **tax audit** was caused primarily by the **authority**.

Return

Any return legally required to be, and that is actually lodged with, an Australian Commonwealth, State or Territory government department, body or agency by **you** or on **your** behalf.

Shortfall amount

A shortfall amount arises in the following situations:

- (a) **your** tax related liability, worked out on the basis of **your** disclosure or statement, is less than it would be if the disclosure or statement:
 - (i) was not false or misleading; or
 - (ii) did not treat a **designated tax** as applying in a way that was not reasonably arguable;
- (b) an amount the **authority** must pay or credit to **you** under a **designated tax**, worked out on the basis of **your** disclosure or statement, is more than it would be if the disclosure or statement:
 - (i) was not false or misleading; or
 - (ii) did not treat a **designated tax** as applying in a way that was not reasonably arguable.

Tax agent

Any person who is recognised by the **authority** as a registered **tax agent**, as appropriate to the type of **designated tax**, who prepares **returns** or statements required by that **authority** in respect of **your** liability to pay a **designated tax**, including supervision of the preparation of, and review prior to dispatch of, those returns or statements.

Tax agent does not mean **you** or a person working for **you** under a contract of employment.

Tax audit

Means:

- (a) the audit by an **authority** of a **return** in respect of **your** liability to pay any **designated tax** (including the amount of tax payable or refundable) following lodgement of a **return** for that **designated tax**;
- (b) any official inquiry, investigation, examination or review undertaken by an **authority** in respect of **your** liability to pay any **designated tax** (including the amount of tax payable) following lodgement of a **return** for that **designated tax**;
- (c) a workers' compensation wage audit or investigation by an **authority** in respect of **your** liability to pay a workers' compensation premium; or
- (d) the audit by an **authority** of a director's personal income tax return only to the extent that Extra Cover 2 – 'Directors' personal tax returns' applies.

If an official inquiry, investigation, examination or review referred to in paragraph (b) above escalates or results in an audit as referred to in paragraph (a) above, then this would be viewed as one **tax audit** for the purposes of this Policy Section.

You / Your / Yours

includes:

- (a) the **policyholder**;
- (b) any company, firm, partnership or trust in which **you** hold a 50% or more ownership, interest or shareholding; and
- (c) any director but only to the extent that Extra cover 2 – Directors' personal tax returns applies.

Policy Section 5: Commercial Motor

About this Policy section

This Policy Section covers **your vehicles**.

Cover options

There are three (3) different types of cover for **your vehicles**. Not all types of cover are available for all types of **vehicles**.

The cover **you** have chosen will be displayed next to each **vehicle** in **your policy schedule** and is detailed below.

Cover option	Description of cover provided
Comprehensive	Part 1, 'Loss or Damage to your vehicle' applies to provide cover for theft, loss of, or damage to, your vehicle caused by an event ; Part 2, Third Party Legal Liability applies.
Legal liability, fire and theft	Part 1, 'Loss or Damage to your vehicle' applies to provide cover for theft, loss of, or damage to, your vehicle caused by insured events fire, explosion, lightning, theft or attempted theft only; Part 2, Third Party Legal Liability applies.
Legal liability only	Part 1, 'Loss or Damage to your vehicle' does not apply; Part 2, Third Party Legal Liability applies.

What **we** cover is described in the 'What we cover' sections in the following pages. What **we** do not cover is described in the 'What we exclude' sections in the following pages, this **policy** section exclusions on page 147 to 151, the General Exclusions on pages 27 to 30 of this **PDS** and in any **endorsements** that apply to this **policy** section.

You can ask **us** at any time to change the cover option for any **vehicle** and if **we** agree, there may be an additional premium or a refund of premium.

Cover for additional vehicles

An additional **vehicle** is a **vehicle** that **you** acquire, purchase or lease (but not hire or borrow) during the **period of insurance**.

We automatically provide cover for any additional **vehicle** during the **period of insurance** provided **you** tell **us** about the additional **vehicle** within 30 days of acquiring, purchasing or leasing it and pay any extra premium **we** request. If **we** are unable to continue covering the additional **vehicle**, **we** will tell **you** and give **you** 5 working days from the date **we** tell **you** so that **you** can organise to insure the **vehicle** elsewhere. Cover for the additional **vehicle** will then end at 4:00pm 5 days after **we** have told **you we** are unable to continue covering the additional **vehicle**.

If **you** have only one type of cover option for **your vehicle(s)**, **we** will automatically provide that cover option for any additional **vehicle** during the **period of insurance** (unless **you** tell **us you** want another cover option).

If **you** have **vehicles** insured with **us** for more than one type of cover option, **we** will automatically provide the cover option with the better cover for an additional **vehicle** during the **period of insurance** (unless **you** tell **us you** want another cover option).

The most **we** will pay for **loss** or **damage** to an additional **vehicle** is:

- (a) the **market value** of the additional **vehicle** determined at the time of **loss** or **damage** to the additional **vehicle**; or
- (b) \$150,000 (or such other amount specified in **your policy schedule** for additional **vehicles**),
whichever is less.

The most **we** will pay for legal liability arising from the use of an additional **vehicle** is the relevant amount stated in Part 2 of this **policy** section.

Once **you** have told **us** about the additional **vehicle** and **we** have agreed to continue to cover the additional **vehicle** as a '**vehicle**' under this **policy** section it is no longer covered as an additional **vehicle** and will be covered as a **vehicle**.

Cover for two-wheel or box trailers

Additional Benefit 1 – ‘Two-wheel or box trailers’ provides cover of up to a limit of \$1,000 for **loss** or **damage** to **your** two-wheel or box trailer caused by an **event** during the **period of insurance**. **You** can ask **us** to insure **your** two-wheel or box trailer for more than \$1,000 under **your policy**. If **we** agree, **you** may be required to pay an additional premium.

Part 1 – Loss or damage to your vehicle

You can claim for **loss** of, or **damage** to, **your vehicle** as described under ‘What we cover’; if:

- **your vehicle** is insured for “Comprehensive Cover” or “Legal Liability, Fire and Theft Cover”;
- the **event** which causes the **loss** or **damage** happens during the **period of insurance**;
- the **loss** or **damage** occurs within Australia or its external territories;
- the **loss** or **damage** is not excluded by anything under ‘What we exclude’;
- the **loss** or **damage** is not excluded by this **policy** section exclusions on page 147 to 151;
- the **loss** or **damage** is not excluded by the General Exclusions on pages 27 to 30; and
- the **loss** or **damage** is not excluded by any **endorsement**.

What we cover

When “Comprehensive cover” is specified on **your policy schedule**, **we** cover the theft, **loss** of, or **damage** to **your vehicle**:

1. caused by an **event** which happens during the **period of insurance**; and
2. occurs within Australia or its external territories.

What we exclude

We do not cover:

- **loss** or **damage** to tyres caused by punctures, bursts, **road** cuts or the application of brakes.
- **loss** or **damage** due to wear and tear, corrosion, mould, rusting or depreciation.

What we cover

When “Legal liability, fire and theft” is specified on **your policy schedule we** cover theft, **loss** of, or **damage** to **your vehicle**:

- (a) caused by one of the following events only which happens during the **period of insurance**:
- (i) Fire;
 - (ii) Explosion;
 - (iii) Lightning; or
 - (iv) Theft or attempted theft. and
- (b) occurs within Australia or its external territories.

What we exclude (cont.)

- any **vehicle** accessories other than those:
 - supplied by the manufacturer of **your vehicle** as original equipment;
 - stated within the definition of **vehicle**; or
 - accessories specified in **your policy schedule**.
 - structural, mechanical, electrical, or electronic failure or breakdown.
 - **loss** or **damage** caused by **you** failing to take reasonable steps to protect, prevent or diminish further **loss** or **damage** to **your vehicle** after:
 - it breaks down;
 - it is **damaged** in an **event**; or
 - **you** have been notified that **your** stolen **vehicle** has been found.
 - **loss** or **damage** to **your vehicle** due to using incorrect fuel or additive.
 - **damage** to **your vehicle**'s engine, gearbox or transmission because it was driven in a **damaged** condition after an **event** unless **we** agree that **you** could not reasonably have known that the **damage** was occurring.
 - **loss** or **damage** caused by or arising from any person or organisation who lawfully takes possession of **your vehicle**.
-

Extra Covers

If as a result of the **event** which causes the **loss** or **damage** to **your vehicle** and **we** agree to pay a claim under Part 1, **we** will also pay or provide the following Extra Covers in relation to that claim.

Some Extra covers only apply to Comprehensive Cover and this is shown in the Extra Cover detail. In some circumstances **we** may decide to make an Extra Cover available to **you** before **we** accept or agree to pay **your** claim. If **we** do this, it does not mean that **your** claim has or will be accepted.

We will not pay if the **loss** or **damage** is excluded by any of the applicable exclusions (to avoid doubt, including the exclusions in Part 1 and Part 2 of this **policy** section, this **policy** section exclusions on pages 147 to 151, the General Exclusions on pages 27 to 30 or any **endorsement**).

1. New vehicle after total loss

What we cover

This Extra Cover applies when:

- (a) **your vehicle** is insured for Comprehensive Cover and is a motorcycle, car, 4WD utility or van of not more than 2 tonne carrying capacity, trailer or rigid body truck;
- (b) **we** decide because of the **event** **your vehicle** is a **total loss**;
- (c) **you** are the first registered owner of **your vehicle**;
- (d) the **total loss** occurred less than two (2) years from the date of original registration of **your vehicle**;
- (e) anyone who financed **your vehicle** provides **us** with written consent; and
- (f) the new vehicle is available in Australia within 60 days of the date of the **event**.

What we exclude

This Extra Cover does not apply if:

- **your vehicle**:
 - has a stock, tanker or vacuum application;
 - is a concrete agitator **vehicle**;
 - is a garbage compactor;
 - is a concrete pumping truck or trailer;
 - is any other specialised rigid vehicle body type; or
 - is insured for **agreed value**.
- **we** have made a payment under Extra cover 12 or Extra Cover 13 of Part 1 of this **policy** section.

What we cover

When this Extra Cover applies **you** can choose to accept a new replacement vehicle to replace **your vehicle** with a new vehicle of the same make, model and series (or if unavailable, a vehicle of similar make and model) and **we** will pay for the initial registration, compulsory third party insurance, delivery and stamp duty costs for the new vehicle.

If **you** choose not to accept a new replacement vehicle to replace **your vehicle** and/or **we** decide that a new vehicle cannot be agreed between **you** and **us**, **we** will pay the original purchase price which **you** paid for **your vehicle** including any registration, compulsory third party insurance, delivery and stamp duty costs included in the contract of sale for **your vehicle** and **your** cover for **your vehicle** will come to an end. Any Extra Cover, Additional Benefit or Optional Insurance for that **vehicle** also ends. There will be no refund of premium.

If **your vehicle** is a trailer or rigid body truck and **you** choose not to accept a new replacement vehicle and/or **we** decide that a new vehicle cannot be agreed between **you** and **us**, the most we will pay under this Extra Cover is 112.5% of the **insured amount** of **your vehicle**.

What we exclude (cont.)

2. Personal effects

What we cover

We will cover the reasonable costs of repair or replacement of **your** or the **authorised driver's personal effects** if they are **damaged** or lost as a result of **your vehicle** being:

- **damaged** as a result of the **event**; or
- stolen as a result of forcible entry to **your vehicle**.

If the **vehicle**, the subject of the claim is only insured for Legal Liability, Fire and Theft Cover, this Extra Cover will only apply when the **event** is fire or theft.

The most **we** will pay under this Extra Cover for any one **event** is \$1,000.

What we exclude

We will not pay for **personal effects** insured under another insurance **policy**.

3. Funeral expenses

What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover.

If **you** or the **authorised driver** of **your vehicle** sustains a fatal injury during the **event we** will pay:

- (a) the associated burial or cremation costs for the deceased driver; and
- (b) travel costs within Australia or its external territories for any member of the deceased driver's immediate **family** to attend the funeral.

What we exclude

We will not pay:

- any claim if the driver of **your vehicle** dies:
 - more than twelve (12) months from the date of the **event** and the death was not caused by the **event**; or
 - because the driver committed suicide.
- any claim if **we** have paid an amount under Extra Cover 4 – 'Personal Accident'.

What we cover

This Extra Cover will not be reduced by any accident compensation.

The most **we** will pay in total for any one **event** is \$5,000.

What we exclude (cont.)

4. Personal accident

What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover.

We will pay \$5,000 to the driver of **your vehicle** provided:

- **your vehicle** was being driven by **you** or any **authorised driver**; and
- as a direct and sole result of the **event**, the driver:
 - permanently and totally loses sight in one or both eyes; or
 - permanently and totally loses the efficient use of one or both hands or one or both feet.

The most **we** will pay to the driver in total for any one **event** is \$5,000.

What we exclude

We will not pay:

- any claim if the permanent and total loss happens:
 - more than 12 months after the **event** and has not caused by the **event**; or
 - because the driver attempted to commit suicide.
- any claim if **we** have paid an amount under Extra Cover 3 – ‘Funeral Expenses’

5. Emergency repairs

What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover.

We will cover the reasonable costs of **emergency repairs** incurred by **you** if they are necessary to get **your vehicle** to **your** destination or a repairer after the **event**.

If **you** need **emergency repairs we** give **you** the authority to arrange these matters on **our** behalf. **You** must produce tax invoices and receipts for all costs if **we** ask for them.

The most **we** will pay under this Extra Cover for any one **event** is:

- \$1,000 if **your vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity; or
 - \$3,000 if **your vehicle** is any other type of **vehicle** other than specified above.
-

What we exclude

6. Emergency travel

What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover.

We will cover the reasonable costs of emergency travel within Australia for **you** or the **authorised driver** and any **vehicle** occupants if **your vehicle** is unroadworthy or unsafe to drive following the **event**.

If **you** need emergency travel **we** give **you** the authority to arrange these matters on **our** behalf. **You** must produce tax invoices and receipts for all costs if **we** ask for them.

The most **we** will pay under this Extra Cover for any one **event** is \$2,000 in total.

What we exclude

7. Emergency accommodation

What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover.

If **your vehicle** becomes unroadworthy or unsafe to drive as a result of the **event**, **we** will pay the reasonable costs of emergency accommodation for **you** or the **authorised driver** if the **event** was more than 100km from **your** home or the **authorised driver's** home.

What we exclude

What we cover**What we exclude (cont.)**

If **you** need emergency accommodation **we** give **you** the authority to arrange these matters on **our** behalf. **You** must produce tax invoices and receipts for all costs if **we** ask for them.

The most **we** will pay under this Extra Cover for any one **event** is \$2,000.

8. Removal of debris

What we cover**What we exclude**

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover.

If **you** are liable to pay the cost of cleaning up or removing goods that have fallen off **your vehicle** because it was in a collision or it overturned, **we** will cover those reasonable costs.

You must provide invoices or other proof of payment of costs if **we** ask for them.

The most **we** will pay under this Extra Cover for any one **event** is \$25,000. **You** may also be able to make a claim under Part 2 Legal Liability.

9. Vehicle modifications

What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover.

We will cover the reasonable costs of modifying **your vehicle** for any driver of **your vehicle** who is permanently disabled as a result of the **event**.

The most **we** will pay under this Extra Cover for any one **event** is \$3,000.

What we exclude

10. Towing and storage

What we cover

We will cover the reasonable and necessary costs of towing and storing **your vehicle** when as a result of the **event your vehicle** cannot be driven. **We** cover the reasonable costs of towing **your vehicle** to:

- **our** nearest assessing centre;
 - a **recommended repairer** that **we** nominate; or
 - a repairer **we** agree to.
-

What we exclude

We do not cover:

- storage costs for any period after **your** claim is settled; or
- the costs of towing or storage of **your vehicle** if “Legal Liability, Fire and Theft Cover” is specified in **your policy schedule** and the **event** was explosion or lighting.

11. Hire vehicle after theft

What we cover

We will cover the reasonable cost incurred by **you** of hiring a vehicle of a similar make and model to **your vehicle** for up to thirty (30) days if **your vehicle** is stolen and either not found or is found but is not drivable. This cover stops before the thirty (30) day limit if and when:

- **your vehicle** is returned undamaged;
- **we** repair **your vehicle** and return it to **you**; or
- **we** settle **your** claim.

If **you** withdraw **your** claim or **we** refuse to accept it, **you** might have to refund **us** any payments made or costs **we** have incurred for the hire vehicle.

The most **we** will pay under this Extra Cover for any one **event** is \$3,000.

What we exclude

We will not pay:

- any running costs and extras of the hire vehicle, including paying the deposit, security bond, fuel, excess reduction costs and any upgrade costs.
- any costs for any period **you** continue to use the hire vehicle after this Extra Cover stops.

12. Lease payout – motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity

What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover.

If **your vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity and **we** decide the **vehicle** is a **total loss**, and the amount owing by **you** under a lease or a hire purchase agreement is greater than the **market value** of **your vehicle**, then **we** will pay the difference between the amount owing by **you** under the lease or a hire purchase agreement and the **market value** of **your vehicle**, less:

- any amounts or interest in arrears at the time of the **loss** or **damage**; and
- any discounts, finance charges or interest for the unexpired term of the financial agreement.

The most **we** will pay under this Extra Cover is 20% of the **market value** of **your vehicle**.

What we exclude

We will not pay any claim under this Extra Cover if:

- **your vehicle** is insured for **agreed value**;
- **your vehicle** was purchased via a personal loan or line of credit;
- the **loss** or **damage** to **your vehicle** was caused by fire or theft; or
- **we** have replaced **your vehicle** or made a payment under Extra Cover 1 – ‘New vehicle after total loss’.

13. Lease payout – vehicle other than those referred to in Extra Cover 12

What we cover

This Extra Cover only applies if **your vehicle** is insured for Comprehensive Cover and is not a **vehicle** referred to in Extra Cover 12 of Part 1.

If **we** decide **your vehicle** is a **total loss**, and the amount owing by **you** under a lease or a hire purchase agreement is greater than the **market value** of **your vehicle**, then **we** will pay the difference between the amount owing by **you** under the lease or hire purchase agreement and the **market value** of **your vehicle** less:

- any amounts or interest in arrears at the time of the **loss** or **damage**; and
- any discounts, finance charges or interest for the unexpired term of the financial agreement.

The most **we** will pay under this Extra Cover is 12.5% of the **insured amount** of **your vehicle**.

What we exclude

We will not pay any claim under this Extra Cover if:

- the **loss** or **damage** to **your vehicle** was caused by fire or theft;
- **your vehicle** was purchased via a personal loan or line of credit; or
- **we** have replaced **your vehicle** or made a payment under Extra Cover 1 – ‘New vehicle after total loss’.

Additional Benefits

If **your vehicle** is insured for Comprehensive Cover, the following Additional Benefits will apply during the **period of insurance**.

There does not need to be **loss** or **damage** to **your vehicle** caused by an **event** to claim under these Additional Benefits.

All of the general terms, conditions and exclusions of this **policy** and terms, conditions and exclusions of this **policy** section apply to the Additional Benefits (including the basic **excess** applicable to **your vehicle**) unless otherwise specified including, without limitation, the exclusions applicable to Part 1 and Part 2 of this **policy** section, this **policy** section exclusions on pages 147 to 151, the General Exclusions on pages 27 to 30 or any **endorsement**.

1. Two-wheel or box trailer

What we cover

We cover **loss** of, or **damage** to, **your** two-wheel or box trailer caused by an **event** during the **period of insurance** while it is attached or being towed by **your vehicle**.

No **excess** is applicable for any claim under this Additional Benefit.

The most **we** will pay under this Additional Benefit for any one **event** is \$1,000.

What we exclude

We will not pay any claim under this Additional Benefit if **your** two-wheel or box trailer is insured as a separate **vehicle** under **your policy**.

2. Locks and keys

What we cover

We cover the cost of replacing the keys or re-coding **your vehicle's** locks if during the **period of insurance**, the keys to **your vehicle**:

- have been stolen (even if **your vehicle** was not);
- have been **damaged** or lost after an **event** as a result of which **we** have paid a claim under Part 1; or
- may have been duplicated and there is reasonable grounds to believe so.

The most **we** will pay under this Additional Benefit for any one **event** relating to the keys of **your vehicle** is \$5,000.

What we exclude

3. Hired vehicle

What we cover

If **you** hire a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity in Australia and **you**:

- do not insure it with the hiring company, **we** will cover:
 - theft, **loss** of, or **damage** to, that hire vehicle caused by an **event** happening during the **period of insurance**; and
 - **your** or the **authorised driver's** legal liability for **damage** to another person's property caused by **you** or an **authorised driver** while driving or in control of the hire vehicle and happening during the **period of insurance**.
- do insure it with the hiring company for theft, **loss** or **damage** or legal liability, **we** will cover any excess **you** are required to pay to the hiring company under that insurance for theft, **loss** or **damage** to that hire vehicle or for legal liability during the **period of insurance** and caused by an **event** as described above.

What we exclude

What we cover

What we exclude (cont.)

You must pay **us** an **excess** of \$500 for any claim accepted by **us** under this Additional Benefit. The basic **excess** does not apply.

The most **we** will pay under this Additional Benefit for the theft, **loss** or **damage** to the hired vehicle or the hire vehicle excess is \$40,000 for any one **event**.

For **your** or an **authorised driver's** legal liability for **damage** to another person's property the 'Limits to what we pay' in Part 2 – Legal Liability will apply.

4. Recovery costs – no damage

What we cover

What we exclude

We cover the reasonable cost of moving **your vehicle** to a place of safety following it becoming immobilised, bogged or stranded during the **period of insurance** even if there is no **damage** to **your** vehicle ("Recovery").

We will not pay any claim where **your vehicle** is immobilised, bogged or stranded solely as a result of **vehicle** failure or breakdown.

You must pay for all recovery costs, after Recovery, and provide tax invoices and receipts for all costs if **we** ask for them.

The most **we** will pay under this Additional Benefit is \$5,000 for each Recovery.

You must pay the basic **excess** applicable to **your vehicle** for any claim accepted under this Additional Benefit.

5. Theft of certain vehicle accessories

What we cover

We cover the reasonable cost to replace any of the following accessories that would normally be attached to or in or on **your vehicle** if they are stolen during the **period of insurance**, even if the theft occurs while they are not attached to **your vehicle** or if they are not shown on **your policy schedule**:

- Buckets;
- Chain trencher;
- Hammer;
- Laser;
- Pallet forks;
- Post hole borer;
- Ramps;
- Ripper;
- Rock breaker;
- Sweeper.

You must pay the basic **excess** applicable to **your vehicle** for any claim accepted under this Additional Benefit unless **you** have already paid the **excess** applicable to **your vehicle** because it was also stolen in the **event**.

What we exclude

We will not cover these accessories if:

- **you** do not give **us** evidence to satisfy **us** that the **insured amount** reflects the value of **your vehicle** plus the accessories; or
- **you** cannot prove **you** owned the accessories.

6. Non-owned trailer in control

What we cover

If **your vehicle** is a rigid body truck of 2 tonne carrying capacity or more, **we** will cover **loss** of, or **damage**, occurring in the **period of insurance** to a trailer **you** do not own, lease or hire when:

- the trailer was in **your** legal possession or control at the time the **loss** or **damage** occurred; and
- **you** or an **authorised driver** was using the trailer in conjunction with **your vehicle**.

You must pay **us** an **excess** of \$2,500 (unless another amount is specified in any **endorsement**) for any claim accepted by **us** under this Additional Benefit. This **excess** is additional to any **excess** payable for **your vehicle**.

The most **we** will pay under this Additional Benefit is \$50,000 per **event** which causes the **loss** or **damage** to the trailer regardless of how many trailers **you** may have in **your** possession or control at the time of the **event**.

What we exclude

We will not pay for **loss** or **damage** to goods or property being carried by the trailer.

How we settle a claim under Part 1

If **we** agree to pay a claim under Part 1 of this **policy** section, **we** will either pay **you** for a **partial loss** or a **total loss**.

Total loss

Your vehicle is a **total loss** if it is stolen and not recovered after 14 days of **you** reporting its theft to **us** and **we** agree to accept a claim for theft of **your vehicle**, or when **we** decide it is uneconomical or unsafe to repair.

Where **we** decide **your vehicle** is a **total loss** and the conditions applying to Extra Cover 1 – ‘New vehicle after total loss’ are met, **you** can choose to accept a new replacement **vehicle** of the same make, model and series as **your vehicle** to replace **your vehicle**. If **you** choose to not accept a new replacement **vehicle** of the same make, model or series and/or **we** decide that a new vehicle cannot be agreed between **you** and **us**, **we** will pay **you** the original purchase price which **you** paid for **your vehicle** including any registration, compulsory third party insurance, delivery and stamp duty costs included in the contract of sale for **your vehicle** and **your** cover for **your vehicle** will come to an end. Any Extra Cover, Additional Benefit or Optional Insurance for that **vehicle** also ends. There will be no refund of premium.

Where **we** decide **your vehicle** is a **total loss** and if Extra Cover 1 – ‘New vehicle after total loss’ does not apply, **we** will settle **your** claim in one of the following ways:

a. Insured amount

If the **vehicle** is specified in **your policy schedule** as having an insured amount, **we** will pay **your** claim in one of two ways:

1. If the **insured amount** of **your vehicle** is specified in **your policy schedule** as **market value** **we** will pay **you** the **market value** of **your vehicle**;
2. If the **insured amount** of **your vehicle** is specified in **your policy schedule** as a dollar amount, **we** will pay **you** the lesser of that dollar amount or the **market value** of **your vehicle**.

If **we** pay the **insured amount** as a result of a **total loss**, then **your** cover for that **vehicle** comes to an end. Any Extra Cover, Additional Benefit or Optional Insurance for that **vehicle** also ends. There will be no refund of premium.

b. Agreed value

If the **vehicle** is specified in **your policy schedule** as having ‘**agreed value**’ next to the dollar amount, **we** will pay **you** the **agreed value**.

The **agreed value** for **your vehicle** includes accessories within the definition of **vehicle** plus any agreed accessory specified in **your policy schedule**.

If **we** pay the **agreed value** as a result of a **total loss** then **your** cover for that **vehicle** comes to an end. Any Extra Cover, Additional Benefit or Optional Insurance for that **vehicle** also ends. There will be no refund of the premium.

c. Additional vehicles

For how **we** settle a claim under Part 1 for additional **vehicles** before **you** have told **us** about the additional **vehicle** and before **we** have agreed to continue to cover the additional **vehicle** as a ‘**vehicle**’ under this **policy** section, refer to page 108 of this **PDS**.

Conditions and deductions applicable to all total loss settlements

We will deduct any **excess** owing and unpaid premium (including instalments) from the amount that **we** pay **you**. **We** require **you** to pay these amounts in full before **we** provide Extra cover 1 – ‘New vehicle after total loss’.

Your vehicle, including any unexpired premium, registration and Compulsory Third Party (CTP) insurance, unless the law requires otherwise, becomes **our** property when **we** pay **you** for the **total loss**. Where **you** are entitled to obtain a refund for unused registration or CTP insurance, **we** will normally deduct those amounts from what **we** pay **you** for the **total loss**. If **we** ask, **you** must provide **us** with reasonable assistance to collect any unexpired registration and CTP insurance.

If another party (e.g. a bank) has a legally valid interest in **your vehicle** which is recorded in **your policy schedule** and **your vehicle** is a **total loss**, **we** pay them (instead of **you**) what **you** owe them up to the amount **you** are entitled to under this **policy** section. If this amount is less than the full amount payable under the **policy**, **we** pay **you** the balance.

When **we** replace **your vehicle** or pay **you** for the **total loss**, **your vehicle** salvage becomes **our** property.

If another party is entitled to the salvage of **your vehicle**, we will deduct **our** estimate of the salvage value from **our** settlement. For example, this could occur if **you** had purchased **your vehicle** not knowing that it was used as security on a financial agreement involving the previous owner. This means the credit provider may be entitled to the salvage of **your vehicle**.

For an example of how **we** settle a **total loss** claim, see page 152 of this **PDS**.

Partial loss

Where **we** decide **your vehicle** is a **partial loss**, **we** will decide if **we**:

- repair the **damage**;
- replace the **damaged** parts of **your vehicle**; or
- pay **you** what it would cost **us** to repair the **damage** or replace the damaged parts of **your vehicle**.

If **we** settle **your** claim by paying **you** what it would have cost **us** to repair the **vehicle**, **we** can reduce the amount of cover to reflect the lower value of that **vehicle** in its damaged condition.

For an example of how **we** settle a **partial loss** claim, see page 155 of this **PDS**.

Choice of repairer and parts policy

We can arrange the repair of **your vehicle** with a **recommended repairer** if one is available, or alternatively **you** can choose **your** own repairer and arrange repairs with them.

Where **we** are unable to provide **you** with access to one of **our recommended repairers**, **we** will require **you** to choose **your** own repairer.

If **we** authorise repairs with a **recommended repairer** or **your** own repairer, **we** will:

- authorise the repair of the damaged parts of **your vehicle** to the same or reasonably similar condition and standard the damaged parts were in immediately before the **event** which caused the **loss** or **damage**;
- authorise only the use of new parts or parts which are consistent with the age and condition of **your vehicle** (which may include using non-genuine and/or recycled parts);
- authorise only the use of manufacturer's approved parts if **your vehicle** is under warranty, but not when **your vehicle** has an extended warranty, or for windscreen, window glass or radiator and air conditioning parts replacement. In the case of radiators and air conditioning systems, parts produced by genuine parts suppliers may be used;
- only pay the **market value** of damaged parts **we** consider to be obsolete;

- not pay for the replacement of undamaged parts, which includes items that are part of a whole set when the **loss** or **damage** occurred to only part of the set (such as alloy wheels);
- replace damaged windscreen or window glass with glass which may not be produced by the original manufacturer but will meet Australian Design Rules; and
- guarantee the quality of materials and workmanship in respect of the repairs for the life of the **vehicle**. See 'Lifetime guarantee for repairs' below.

Any repairer **we** authorise to repair **your vehicle** may sub-contract some of the repairs to a person of their choice. This will usually occur when the repairer is unable to perform the repairs themselves.

If **you** choose **your** own repairer and **we** do not authorise repairs, **we**:

- will pay an amount equal to the **reasonable repair costs**; and
- will not provide any guarantee for the quality of materials and workmanship in respect of the repairs.

We are not responsible for any costs or losses which occur because of delays in delivery of parts. If a part is not available in Australia, **we** will pay the cost of surface freight from the nearest reasonable source of supply.

You are responsible for the cost of any air-conditioning refit, re-gas or modification required by law.

Contribution to repair work

You may have to contribute to the cost of replacing or repairing tyres, engines, accessories, paintwork, bodywork, radiators, batteries, interior trims, or caravan annexes affected by wear and tear or rust and corrosion. How much **you** are required to pay will depend on how worn **we** consider these items were when the **damage** happened.

If **you** do not agree to pay these amounts **we** will pay **you** the **reasonable repair cost** less any contribution charges.

We will subtract any **excess** that may apply.

Lifetime guarantee for repairs

If **we** authorise repairs for **your vehicle**, **we** will guarantee the repairs against any defect due to workmanship or faulty material for the life of **your vehicle**. The parts used in any lifetime guarantee repairs to a **vehicle** will be the same as those described in 'Choice of repairer' above. If **you** are concerned about the quality of the repairs to a **vehicle**, **you** must contact **us** and make **your vehicle** available to **us**. **You** must not authorise any rectification work without **our** written authority.

We will inspect the repair and arrange any necessary rectification work. If, in **our** opinion, it would not be safe or economical to carry out the rectification work required, **we** will declare the **vehicle** a **total loss** and if conditions applying to Extra Cover 1- 'New vehicle after total loss' are not met **we** will pay **you** an amount under (a) – '**Insured amount**' or (b) – '**Agreed value**' (see page 158), whichever applies to **your vehicle**.

If **you** choose **your** own repairer and **we** pay **reasonable repair costs** instead of authorising repairs, **we** will not provide a lifetime guarantee for the repairs.

Vehicle identification

Where **your vehicle's** identification, such as its compliance, build or VIN plate or label, has been **damaged**, **we** will try to source a replacement from its manufacturer. If **we** cannot source it for **you**, **we** will attempt to obtain a letter from the manufacturer to confirm **your vehicle's** identity and that its original identification has been **damaged**. **We** will still repair **your vehicle** without replacing any **damaged** identification, unless an alternative form of identification is required by law.

Underinsurance condition

If at the time of the **event** which caused the **loss** or **damage** to **your vehicle**, **your vehicle** was insured for less than 80% of its **market value** and **we** decide **your vehicle** is:

- a **total loss**, **we** will not apply this underinsurance condition; or
- a **partial loss**, **we** will pay the same proportion of the **loss** as the **insured amount** bears to 80% of the **market value** of **your vehicle**.

In assessing the amount **we** pay, attached trailers and dollies are regarded as separate and distinct insured **vehicles**.

This underinsurance condition does not apply if **your vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity.

Part 2 – Legal liability

We will cover **you**, an **authorised driver** or a passenger in **your vehicle** for legal liability if the legal liability comes within the terms as described under ‘What we cover’ and the legal liability is not excluded:

- (a) by anything under ‘What we exclude’ section;
 - (b) by this **policy** section exclusions on pages 147 to 151;
 - (c) the General Exclusions on pages 27 to 30; or
 - (d) by any **endorsement**.
-

What we cover

We will cover **you**, an **authorised driver** or passenger in **your vehicle** for legal liability (found by a Court, Tribunal or accepted by **us**) to pay compensation for **personal injury** or **damage to property** occurring during the **period of insurance** and within Australia or its external territories caused an **event** which was neither intended or expected by **you** and the **event** was caused by one or more of (a) to (e) below:

- (a) **you** or an **authorised driver** driving, using or being in charge of **your vehicle**;
- (b) property being carried by or falling from **your vehicle**;
- (c) loading goods onto **your vehicle** from a fixed place of rest directly beside **your vehicle**;
- (d) unloading goods off **your vehicle** to a fixed place of rest directly beside **your vehicle**; or

What we exclude

We will not cover any liability:

- for anything excluded by any other ‘What we exclude’ section in Part 1 or Part 2 of this **policy** section;
 - which is a direct or indirect result of discharge or escape of **contaminants or pollutants** or **dangerous goods** from **your vehicle** unless they are substances **you** are legally allowed to carry;
 - for **loss** of, or **damage to property** **you** own, control or are responsible for, or which belongs to someone who normally lives with **you**. However, this exclusion will not apply to **your** legal liability for **damage** to motor vehicles belonging to an **employee** or visitor which occurs within the confines of a private car park owned or operated by **you**;
 - for **personal injury** to anyone who was **your employee** at the time of the **event**;
-

What we cover

(e) a passenger in **your vehicle** with **you** or the **authorised driver's** permission while travelling or getting in or getting out of **your vehicle**.

What we exclude (cont.)

- for **personal injury** if **you** were or anyone else was required by law to have or otherwise to fund insurance for compensation, damages or similar insurance for such injury (e.g. compulsory third party insurance or workers compensation required by law);
 - for **personal injury** where there is another insurance policy in force (ie. public liability insurance policy) covering or which is capable of covering such liability;
 - for **personal injury** if **your vehicle** is registered in the Northern Territory of Australia;
 - where **you** or another of the persons named above in this section cause **your** or their own **personal injury**, or if **you** injure or cause the death of someone who normally lives with **you** or them;
 - arising because **you**, an **authorised driver** of **your vehicle** or, a passenger in **your vehicle** agreed to accept liability;
 - arising from any agreement **you** or anyone insured under this **policy** has entered into, unless legal liability would have applied anyway;
 - for **personal injury** if at the time of the **event your vehicle** was being used as a show, carnival or festival attraction, parade float or for any similar activity;
-

What we cover

What we exclude (cont.)

- if at the time of the **event your vehicle** was being driven or used at, in or on any **aircraft** hangar or any part of an airport or airfield used by **aircraft** for loading, unloading, taxiing, takeoffs or landings;
- resulting from the use of **your vehicle** if it was unregistered at the time of the **event**, unless **your vehicle** is an unregistered on-site caravan;
- in respect of fuel contamination caused by **you** delivering:
 - the incorrect type of fuel; or
 - the fuel to the incorrect place.
- for **damage to property** resulting from an **event** arising out of the use of **your vehicle** while it is digging, excavating, boring or drilling. However, **we** will pay if **your vehicle** is being used for the sole purpose of travelling to or from any work site or transporting or carting goods at the time of the **event** and is not being used at the time of the **event** for any other purpose including any specific activity for which the **vehicle** was designed.
- to pay fines or punitive, exemplary or aggravated damages;

What we cover

What we exclude (cont.)

- arising directly or indirectly from:
 - the transportation, distribution, and or storage of asbestos; or
 - any material containing asbestos or any process of decontamination, treatment or control of asbestos.

For the avoidance of doubt, the above asbestos exclusions only apply to personal injury arising in consequence of inhalation or physical exposure to any type of asbestos fibre or its derivative, and to **loss or damage to property** due to the presence of asbestos.

- for **personal injury** or **loss** of, or **damage to property**, arising directly or indirectly out of the actual, alleged or threatened discharge, seepage, dispersal, migration, release or escape of **contaminants or pollutants**:
 - into or upon any property, land, the atmosphere, water course or body of water (including ground water); or
 - caused by any product or physical liquid item that has been discarded, dumped, abandoned or thrown away by **you, your employee**, other person under **your** control or by others.

However this exclusion does not apply to Additional Benefit 1 – ‘Pollution’ of Part 2.

Additional Benefits

We will also pay or provide the following Additional Benefits. Where the Additional Benefit provides cover for **your** legal liability, the **event** giving rise to the legal liability must not be expected or intended.

We will not pay under these Additional Benefits if **your** claim or legal liability is excluded by anything in the applicable 'What we exclude' section, anything in any other 'What we exclude' section in Part 1 or Part 2 of this **policy** section, this **policy** section exclusions on pages 147 to 151, the General Exclusions on pages 27 to 30 or any **endorsement**. All of the general conditions of this policy apply unless stated otherwise.

Unless otherwise stated below, any amounts payable under these Additional Benefits are included within, and are not in addition to, any amount **we** pay for legal liability under Part 2 of this **policy** section and specified under 'Limits to what we pay' on page 141 of this **policy** section.

1. Damage by uninsured drivers

What we cover

If **your vehicle** is insured for Legal Liability, Fire and Theft Cover or Legal Liability Only, **we** cover **loss** of, or **damage** to, **your vehicle** during the **period of insurance** as a result of a collision with another **vehicle** driven by an uninsured driver.

A driver is uninsured if neither the driver nor the owner of the other **vehicle** has an insurance policy that would cover them for the **loss** or **damage** to **your vehicle**.

We only pay if:

- **you** show the **collision** was the fault of the uninsured driver and **we** agree; and
 - **you** can identify the other vehicle and its driver by providing **us** with their name, residential address, phone number and registration details.
-

What we exclude

What we cover

What we exclude (cont.)

The most **we** will pay under this Additional Benefit is \$5,000 or the **market value** of **your vehicle** (whichever is less), for **loss** of, or **damage** to, **your vehicle** during any one **period of insurance**.

We will deduct:

- any **excess** that may apply to **your vehicle**; and
 - the residual value of the **vehicle** and unexpired registration and CTP insurance if it is not repairable (when **you** keep the **vehicle**).
-

2. Emergency services

What we cover

What we exclude

If **we** agree to cover a claim under Part 1 or Part 2 **we** will cover the reasonable costs and charges levied by the police force or any fire brigade or other authority due to **your vehicle** causing the attendance at the accident site of a member of the:

- fire brigade or authority for the purpose of fire extinguishment or other purposes; and/or
 - police force.
-

3. Pollution

What we cover

We will cover **your** legal liability (found by a Court, Tribunal or accepted by **us**) to pay compensation for **personal injury** or **damage to property** arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of **contaminants or pollutants** into or upon any property, land, the atmosphere, water course or body of water (including ground water), where such discharge, dispersal, release or escape:

- is caused by or in connection with the operation, ownership, possession or use by **you** or on **your** behalf of any **vehicle**;
- is caused by a sudden identifiable, unintended and unexpected **event**;
- takes place in its entirety at a specific point in time during the **period of insurance** and within Australia or its external territories; and
- does not relate to any property, land, air, water course or body of water which **you** own, occupy or have in **your** custody or control.

We will also cover the clean up or removal costs if they are caused by such an incident within Australia or its external territories.

The most **we** will pay for **your** legal liability under this Additional Benefit is \$500,000 in total during the **period of insurance**.

What we exclude

We will not pay if the **contaminants or pollutants** are **dangerous goods**.

4. Legal liability for unregistered on-site caravans

What we cover

If **your vehicle** is an unregistered onsite caravan, **we** will cover **your** legal liability (found by a Court, Tribunal or accepted by **us**) to pay compensation for **personal injury** or **damage to property** which is caused by **your** use or occupation of the unregistered on-site caravan during the **period of insurance** in Australia or its external territories.

What we exclude

We will not pay for:

- amounts **you** must pay which are covered, or should be covered, by Medicare, workers compensation or another government scheme or arrangement, or private medical insurance; or
 - **loss** or **damage** to the unregistered on-site caravan.
-

5. Non-owned vehicle liability

What we cover

We will cover **your** legal liability (found by a Court, Tribunal or accepted by **us**) to pay compensation for **damage to property** owned or controlled by someone else and which is caused by any vehicle not owned or supplied by **you** while that vehicle is being used or driven by **you** or an **authorised driver** in connection with **your business** during the **period of insurance** in Australia or its external territories.

You must pay **us** an **excess** of \$500 for each claim accepted by **us** under this Additional Benefit.

What we exclude

We will not pay for **loss** of or **damage** to property owned or controlled by **you**.

6. Legal liability for caravans and trailers

What we cover

You are covered for **your** legal liability (found by a Court, Tribunal or accepted by **us**) to pay compensation for **personal injury** or **damage to property** resulting from:

- the actions of a caravan or trailer while it is being towed by **your vehicle**;
- a caravan or trailer running out of control after separating from **your vehicle** while **your vehicle** is moving; or
- another vehicle colliding or acting to avoid a collision with:
 - property falling off a caravan or trailer while it is being towed by **your vehicle**; or
 - property being loaded or unloaded from a caravan or trailer attached to **your vehicle**,

which occur during the **period of insurance** in Australia or its external territories.

What we exclude

We do not cover **loss** or **damage** to:

- the caravan or trailer unless it is a **vehicle** insured under Part 1; or
- the property which is loaded or unloaded from or which falls from the caravan or the trailer.

We do not cover the cost to remove the trailer or caravan debris, unless the caravan or trailer is an insured **vehicle** and **we** have accepted a claim for **loss** or **damage** to the caravan or trailer under Part 1.

How we settle a claim under Part 2

If **we** agree to cover legal liability under this **policy** section to pay compensation for **personal injury** or **damage to property**, **we** will pay:

- the compensation;
- legal costs and expenses if **we** have given **our** prior written consent to **you** incurring these costs;
- costs and charges reasonably and necessarily incurred by **you** in removing or cleaning up debris, unless stated otherwise; and
- costs and charges reasonably and necessarily incurred to extinguish a fire that **your vehicle** has caused.

We will also pay legal costs to represent **you** or any other person covered under this **policy** section at any inquest, court proceedings or other inquiry in relation to a claim which may give rise to **you** being legally liable and where such liability is or would be covered under this **policy** section including under the Extra Cover or Additional Benefits, if **we** have given **our** prior written consent to **you** incurring these costs.

You must pay any **excess** that may apply.

For an example of how **we** settle a liability claim, see page 157 of this **PDS**.

Limits to what we pay

The most **we** will pay for legal liability to pay compensation for **personal injury** or **damage to property** covered under this **policy** section, arising directly or indirectly from one (1) **event** is \$50 million (unless another amount is specified in **your policy schedule**) but restricted to:

- \$1,000,000 for any one (1) **event** occurring within the external territories of Australia, but only in respect of the death or bodily injury to another person;
- \$1,000,000 (unless another amount is specified in **your policy schedule**) where **your vehicle** is being used for the transportation of **dangerous goods** or is attached to, or is towing, a **vehicle** used for the transportation of **dangerous goods**; and
- \$500,000 during the **period of insurance** in respect of all claims under Additional Benefit 1 – ‘Pollution’ of Part 2.

These amounts include all legal costs and expenses including any debris clean-up costs and fire extinguishment costs covered under this **policy** section.

These limits are inclusive of, and are not in addition to, any amount **we** pay for legal liability under any Extra Cover, Additional Benefit or Optional Insurance (both Parts 1 and 2) or **endorsement** unless a lower limit is specified therein.

These limits are the most **we** will pay even if there are several claims against **you** relating to the one (1) **event**.

Optional Insurance

Any optional insurance **you** select, and **we** agree to give **you**, will be shown on **your policy schedule**. Extra premium will apply. Options 1, 2 and 3 are only available if **your vehicle** is a car, utility, 4WD or van of not more than 2 tonne carrying capacity.

We may decide to make an optional cover available to **you** before **we** accept or agree to pay **your** claim. If **we** do this, it does not mean that **your** claim has or will be accepted. If **we** later decide that **we** cannot pay **your** claim **we** may decide to recover the costs from **you**.

We will not pay if the **loss, damage** or legal liability is excluded by any of the applicable exclusions (to avoid doubt, including the exclusions in Part 1 and Part 2 of this **policy** section, this **policy** section Exclusions on pages 147 to 151, the General Exclusions on pages 27 to 30 and any **endorsement**). All of the general conditions of this policy apply unless stated otherwise.

1. Windscreen excess waiver

What we cover

You will not have to pay the basic **excess** for the first windscreen or window glass claim for a **vehicle** in the **period of insurance**. If **you** have any additional windscreen or window glass claims during the same **period of insurance** for the same **vehicle**, the basic **excess** will apply.

What we exclude

2. Rental vehicle after accident

What we cover

If **your vehicle** cannot be driven or is in need of repair following **loss** or **damage** as a result of the **event** (other than theft) for which **we** agreed to pay a claim under Part 1, **we** will reimburse **you** for the cost of a hire **vehicle**:

- of a similar type to **your vehicle**; and
- from the date **your vehicle** is left at the repairers.

For cover applicable to the hire vehicle please refer to Additional Benefit 3 – ‘Hire Vehicle’.

The most **we** will pay under this Optional Insurance is \$1,500 for any one **event**.

What we exclude

We will not pay:

- if **your vehicle** is stolen;
 - to hire a **vehicle** for any longer than the day after repairs to **your vehicle** have been completed;
 - after **your** claim has been paid if **your vehicle** is a **total loss**;
 - the running costs of the rental **vehicle**; or
 - for any other non-rental costs which **you** may be liable to pay for under a hire agreement.
-

3. Protected No Claim Bonus

What we cover

Where a **penalty claim** would affect **your** no claim bonus, it will not be affected for a **vehicle** provided that **you** have not made a previous **penalty claim** for an **event** occurring in the **period of insurance** for that same **vehicle**.

What we exclude

This Optional Insurance does not apply unless **you** are entitled to a maximum no claim bonus for **your vehicle**.

4. Damage to towed vehicles

What we cover

If **your vehicle** is a registered tow truck, **we** cover all amounts **you** become legally liable to pay for **loss** of, or **damage** to, any vehicle being towed, retrieved or carried by **your vehicle**, in the **period of insurance** in Australia or its external territories caused by an **event**.

However, the exclusion under what 'We do not cover' on page 133 of Part 2 of this **policy** for 'loss of, or **damage** to, property **you** own, control or are responsible for' does not apply to this Optional Insurance 4.

The most **we** will pay under this Optional Insurance is \$150,000 for **loss** of, or **damage** to, any **vehicle(s)** being towed, retrieved or carried by **your vehicle** for any one **event**.

What we exclude

We will not pay if **your vehicle** and the vehicle being towed, retrieved or carried are being operated contrary to any law or regulation relating to the use of a tow truck.

Excesses

An **excess** is the amount **you** will have to pay for each **event** when **you** make a claim under this **policy**, unless stated otherwise. **Excesses** are cumulative. For each **event**, or series of **events** arising from the one (1) originating cause, **you** will bear the amount of the **excess** in respect of each and every insured **vehicle**, unless stated otherwise.

You might have to pay more than one type of **excess** when **you** claim.

We will decide if **you** pay the **excess** to **us** (when **we** ask for it) or to the repairer when **you** pick up **your vehicle** after it has been repaired. **We** can also choose to deduct the **excess** from the amount **we** pay **you**. In the case of a new replacement **vehicle**, **we** may require **you** to pay the **excess** before taking delivery of the new **vehicle**.

You do not pay any **excess** when **your vehicle** is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity if:

- a third party's vehicle is involved in the **event**, and **we** agree the driver of **your vehicle** was not at fault, and **you** can identify the other **vehicle** and the other driver responsible (by providing **us** with their name, residential address, phone number and vehicle registration details); or
- no other **vehicle** is involved in the **event**, and **we** agree the driver of **your vehicle** was not at fault, and **you** can identify another person at fault (by providing **us** with their name, residential address and phone number) and **we** agree that they were at fault.

Types of excesses

The amount and types of **excess** are shown on **your policy schedule** or in this **PDS**.

Basic excess

The basic **excess** applies to each **event** the subject of a claim unless stated otherwise in the **PDS**.

Age or inexperienced drivers excess

An age or **inexperienced driver excess** applies if a driver under 25 or an **inexperienced driver** was in charge of **your vehicle** at the time of an **event**. This **excess** is added to any other **excess** that applies. This **excess** will not apply to glass, damage while parked, fire, malicious damage, theft or storm claims.

The amount of the **excess** is as follows:

- if the **vehicle** is a car, 4WD, utility or van of not more than 2 tonne carrying capacity:
 - for drivers under 21 years of age – \$500;
 - for drivers 21 years of age or older – \$300;
 - for **inexperienced drivers** – \$250.
- if the **vehicle** is not a car, 4WD, utility, van of not more than 2 tonne carrying capacity – the age or **inexperienced driver excess** is \$750.

For the purposes of the age or **inexperienced driver excess**, a dolly is considered a trailer.

Tipping excess

A tipping **excess** applies if **your vehicle** is a trailer or rigid body truck and it is **damaged** while the tipping hoist is partly or fully extended. The tipping **excess** is \$1,000 and **you** pay this in addition to any other **excess** payable for **your vehicle**.

Theft excess

A theft **excess** of \$2,500 applies to each claim for theft or **damage** occasioned by theft of:

- **your** skid steer loader, excavator, loader, backhoe or bobcat; or
- any of their accessories, whether these accessories are attached to **your vehicle** at the time of the theft or **damage** or not.

You pay the theft **excess** in addition to any other **excess** for **your vehicle** that may be applicable.

Endorsement excess

An **endorsement excess** may apply if **you** have **endorsements** to **your policy**. Any **endorsement excess** applicable to **your policy** will be specified in the **endorsement** wording.

You pay the **endorsement excess** specified in the **endorsement** wording in addition to any other **excess** for **your vehicle** that may be payable.

Radius excess

A radius **excess** applies if **we** accept a claim for **loss** or **damage** to **your vehicle** or legal liability and at the time of the **event**, **your vehicle** was on a journey to or from a destination beyond the maximum radius of operation specified in **your policy schedule**, measured from **your vehicle's** garaged postcode specified in **your policy schedule**.

The radius **excess** is:

- \$500 if **your vehicle** is a truck or bus; or
- \$500 if **your vehicle** is a trailer which at the time of the **event** was being towed by a truck.

You pay the radius **excess** in addition to any other **excess** for **your vehicle** that may be payable.

Application of excess involving trailer and towing vehicle

If a trailer being towed by **your vehicle** damages the property of another person the **excess** for the towing **vehicle** will apply.

Exclusions

You are not covered under this **policy** section:

- for an **event** occurring when **your vehicle** is being driven by, or is in the charge of, someone who:
 - was under the influence of, or had their judgement affected by, any alcohol, drug or medication;
 - had more than the legal limit of alcohol in their breath, blood, urine or saliva as shown by analysis;
 - refused to take a test for alcohol, drugs or medication; or
 - was not licensed, not correctly licensed or not complying with the conditions of their licence.

However, **we** will cover **you** if **you** or one of **your** directors or a shareholder holding more than 15% of shares in **you** (in the event **you** are a company) were not the driver or person in charge of **your vehicle** at the time of the **event** and **you** can satisfy **us** that **you** did not know, and could not have reasonably known, of any of the above circumstances. If **we** pay a claim, **we** can recover and **you** agree to **us** recovering insured or uninsured losses, damages, expenses or costs from the person who was driving or in charge of **your vehicle**, unless the law prohibits recovery by **us**.

- for theft, **loss** of, or **damage** to, a hire **vehicle you** have insured with the hire company;
- for any legal liability **you** or an **authorised driver** cause or incur in connection with **your** or the **authorised driver's** use of a hire **vehicle you** have insured with the hire company;
- if **you** or an **authorised driver** does something or neglects to do something that is not in accordance with this **policy** or does not give **us** the information or assistance that **we** ask for;
- for theft, **loss** of or **damage** to **your vehicle** when anyone insured under this **policy** has not taken reasonable care or reasonable precautions to prevent **loss** or **damage**;
- **loss** or **damage** caused by confiscation or detention by a lawful authority;

- consequential **losses** (financial and non-financial **loss**) or extra costs following an **event** covered by this **policy**, such as:
 - **loss** of income or wages;
 - **loss** caused by delay;
 - lack of market or lack of any type of performance;
 - medical expenses not covered by this **policy**;
 - professional, expert, legal consulting or valuation costs unless **you** have obtained **our** prior written authority to incur these costs;
 - **loss** related to stress or anxiety;
 - **loss** occurring because **you** cannot use **your vehicle**;
 - reduction of **your vehicle**'s value (including its trade-in or resale value) after being repaired;
 - reduction of **your vehicle**'s working life;
 - **loss** or costs, including the costs of **your** time to prove **your loss** or **damage** to help **us** with **your** claim;
 - travel costs or other types of costs because **you** cannot use **your vehicle**, unless expressly covered elsewhere in this **policy**;
 - cleaning costs unless expressly covered elsewhere in this **policy**; or
 - any costs not otherwise covered by **your policy**.

However, **we** will cover other people's **losses** and costs to the extent they are insured under Part 2.

- for **loss** of or **damage** to a drill rod or bit attached to **your vehicle** while the drill rod or bit is being used for its designed purpose. For the purposes of this exclusion, a drill rod or bit includes any part attaching to or forming part of the drill rod or bit including but not limited to pipes, guides, filters, gaskets, plugs, caps, beacon housings, tool heads, nozzles and/or any other electronic mechanism;
- for the cost to repair or replace burnt out electric motors or wiring of appliances in **your** caravan;
- for **damage** to **your** caravan, caravan annexe, trailer or personal effects caused by biting, chewing or scratching by an animal or bird;

- for **damage** to **your** caravan, caravan annexe or personal effects caused by any tenant;
- if **you** unregistered on-site caravan is unoccupied for sixty (60) consecutive days. (If **you** want cover over 60 days, **you** need to ask **us** for an extension of time and **we** must agree in writing. **We** might charge an extra premium or impose special terms.);
- for **loss** or **damage** to **your** caravan caused by the sea or rising water, but not rainwater runoff;
- for **loss** or **damage** or legal liability caused or contributed to by or arising from any biological, bacterial, viral, germ, chemical or poisonous **contaminants or pollutants** or any looting or rioting following these occurrences (except for any cover provided under Additional Benefit 1 – ‘Pollution’ of Part 2), or the action taken by a public authority to prevent, limit or remedy the actual or threatened release of any such materials;
- for theft by anyone who has hired or leased **your vehicle** or who has taken it as security for a debt;
- for any **loss, damage** or legal liability caused by any person or organisation who lawfully destroys or takes away **your** ownership or control of any property or **vehicle** covered under this **policy**;
- for any **loss, damage** or legal liability which happens before the **period of insurance** or which arises from an **event** before the **period of insurance** starts unless specifically stated otherwise;
- for an **event** that occurs outside Australia or its external territories;
- if the **event** that is the subject of the claim was caused intentionally, or with reckless disregard for the consequences, by **you**, any **employee**, any person who owns part of **your vehicle**, or **authorised driver** or someone acting with **you** or their express or implied consent;
- for any **loss, damage** or legal liability directly or indirectly caused by, or arising from, or in consequence of, or contributed to by:
 - ionising radiations or contamination by radioactivity from any nuclear fuel or waste from the combustion or fission of nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

- for any consequence of war or warlike activities which includes invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- for any **loss** or **damage** directly or indirectly caused by, or arising from, or in consequence of, or contributed to by; confiscation, re-possession, nationalisation or expropriation or any looting, rioting or pillaging following any of these occurrences;
- for **personal injury, damage to property**, legal liability, **loss, damage**, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with:
 - with any **act of terrorism** regardless of any other cause or **event** contributing concurrently or in any other sequence to the **personal injury, damage to property, legal liability, loss, damage**, cost or expense; or
 - any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.
- if, at the time of an **event, your vehicle** was **damaged**, unsafe or unroadworthy. However, **we** will cover **you**, if **you** prove to **our** satisfaction that the unroadworthy or unsafe condition of **your vehicle**:
 - did not cause or contribute to the **loss, damage** or legal liability being incurred; or
 - could not reasonably have been detected by **you**;
- if, at the time of an **event, your vehicle** was:
 - being used in a race, contest, trial, test, hill climb or any similar activity;
 - being used on a competition race track, circuit, course or arena;
 - being used by **you** or an **authorised driver** for any type of illegal purpose;
 - carrying passengers for payment or reward unless it was a car pool, child care arrangement or fare paying passenger bus;
 - carrying a greater number of passengers than it was designed for or is allowable according to law;
 - conveying, towing, lifting or carrying a load not secured according to law;

- conveying, towing, lifting or carrying a load in excess of that which was designed for or is allowable according to law;
- being used to move **dangerous goods** or substances that pollute or contaminate unless this was done legally;
- travelling on railway lines; or
- being operated, transported or driven in an underground mine or mining shaft (but **we** will cover **you** if **your vehicle** was being used for open cut mining).
- for theft of or **loss** or **damage** to **your vehicle** caused by vandalism, fire, malicious intent, storm or hail if **your vehicle** is described in **your policy schedule** as Trade Plate, Motor Trade, Driving Risk or Customers Vehicles and at the time of the theft, **loss** or **damage** occurred **your vehicle** was:
 - on any premises **you** occupy or control;
 - on any showground or exhibition ground where **your vehicle** is an exhibit; or
 - being repaired at any motor repairer or garage.
- for **loss** or **damage** arising from breach of contract;
- replacement of keys and locks, except to the extent covered under additional feature 'Locks and keys';
- **loss** of **your vehicle**, or **loss** of the proceeds of sale, arising from the sale of **your vehicle**.

Worked dollar claim examples

The following worked dollar claim examples are designed to assist in the understanding of some of the benefits in this PDS and how claims are calculated. The examples do not cover all scenarios or all benefits and do not form part of your policy terms and conditions.

The following should be used as a general guide only. We always determine real claim payments on an individual basis, after we have assessed each claim.

All amounts are shown in Australian dollars and are GST inclusive unless indicated otherwise. You should read the PDS and your policy schedule for full details of what we cover as well as what policy limits, conditions and exclusions apply.

Example: Total loss – Market value

A car that has a carrying capacity of not more than 2 tonne is comprehensively insured for market value. The basic excess is \$500. The vehicle is damaged in an event and we assess the cost of repair to be \$20,000. We decide it is a total loss.

The market value is determined as follows:

The vehicle is an 8 year old sedan in poor condition. A motor vehicle guide records the market value at \$20,000 for good condition. We assess the market value to be \$15,000.

How much we pay		Further information
Market value	\$15,000	The vehicle is a total loss with a market value of \$15,000. We normally decide the vehicle is a total loss if it is unsafe or uneconomical to repair (e.g. the complete repair cost exceeds the market value less salvage value).
Less Input Tax Credit (ITC)	-\$1,364	If you are registered for GST and entitled to an ITC we will deduct this entitlement. In this example you are entitled to a full ITC (100%).
Less excess	-\$500	Only the basic excess applies in this example. We deduct this from the amount we pay to you.
Less unexpired CTP insurance and registration	-\$240	We deduct the value of unexpired CTP insurance and registration which you can collect from your transport authority.
Total claim	\$12,836	We would normally pay this amount directly to you in a total loss situation.

Plus lease payout	\$2,200	If, instead of owning your vehicle outright, your vehicle was purchased under a finance lease and the amount owing was \$17,200 (excluding any payments in arrears and resulting interest), we will pay the difference between the amount owing under the finance arrangement and the market value (\$17,200 – \$15,000). This benefit has a limit of 20% of the market value (\$3,000).
Less input tax credit	-\$200	In this example you are entitled to a full input tax credit (100%).
Total claim	\$14,836	We would normally pay the claim directly to your financier and not to you in circumstances of a lease payout. You pay your financier any amounts left owing.

If the vehicle in the above example was less than 2 years old at the time of the event you can choose to accept a new vehicle of the same make and model including similar accessories and parts plus on-road costs e.g. registration, compulsory third party, pre-delivery. You must pay the excess as we direct.

If the vehicle salvage is valued at \$1,000, the salvage becomes our property and we are entitled to keep the \$1,000 from its sale.

Example: Total loss – Agreed value

A utility that has a carrying capacity of not more than 2 tonne is comprehensively insured for an agreed value of \$45,000. The vehicle is damaged in an accident that we agree was not your fault and you have identified the at fault party and provided all their details that we require.

We assess the cost of repair of your vehicle to be \$50,000. We decide it is a total loss. The vehicle is not subject to finance. The basic excess is \$500.

How much we pay		Further information
Agreed value	\$45,000	The vehicle is a total loss with an agreed value of \$45,000. We decide the vehicle is a total loss if it is not economical to repair (e.g. the complete repair cost exceeds the agreed value less salvage value).
Less Input Tax Credit (ITC)	\$0	We do not deduct any (ITC) when your vehicle is comprehensively insured for agreed value.
Less excess	\$0	No basic excess applies in this example as the accident was not your fault and you have provided all the details of the at fault party that we require.
Less unexpired CTP insurance and registration	-\$240	We deduct the value of unexpired CTP insurance and registration which you can collect from your transport authority.
Total claim	\$44,760	We would normally pay this amount directly to you in a total loss situation, unless your vehicle is subject to finance.

If the vehicle salvage is valued at \$10,000, the salvage becomes our property and we are entitled to keep the \$10,000 from its sale.

Example: Partial loss – Repair

A vehicle that has a carrying capacity of not more than 2 tonne is comprehensively insured for market value. We assess the market value to be \$10,000. The basic excess is \$500. The vehicle is stolen and subsequently recovered, damaged, 13 days later. We assess the cost of repairs to be \$5,500.

How much we pay		Further information
Damage to vehicle	\$5,500	In this case we decide the vehicle is economical to repair, and it is safe to repair.
Less excess	-\$500	Only the basic excess applies in this example. We normally require you to pay the excess directly to the repairer.
Total claim	\$5,000	We would normally pay this amount directly to the repairer in a partial loss situation.
<i>If personal effects to the value of \$350 are also stolen during the theft:</i>		
Plus personal effects	+\$350	Personal effects cover is limited to \$1,000 per event if the vehicle is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity. The sub-limit of this Extra Cover is in addition to the market value of the vehicle.
Total claim	\$5,350	We normally pay the \$350 for personal effects to you (and the remaining \$5,000 directly to the repairer).

If a hire vehicle of a similar type for a cost of \$100 per day is arranged by us:

Plus vehicle hire cost	+\$1,700	The cost per day times the number of days from the date the of theft until the date the vehicle is repaired is 17 x \$100 (it takes 4 days to repair the vehicle). The Extra Cover has a limit of up to 30 days and we will not pay more than \$3,000 if the vehicle is a motorcycle, car, 4WD, utility or van of not more than 2 tonne carrying capacity. This Extra Cover would not apply if the vehicle was damaged in an accident. This Extra Cover only applies if your vehicle was stolen.
Total claim	\$7,050	We normally pay the \$1,700 for vehicle hire directly to the hire company (the \$350 to you and the \$5,000 to the repairer).

Example: Legal liability

A vehicle is insured for legal liability Only. The vehicle is involved in an accident and the other driver claims that the driver of your vehicle has a legal liability for the accident. The damage to the other vehicle would be assessed by a court at \$12,500. There is a basic excess of \$500 on your policy. The legal costs to defend your legal liability are \$3,000.

How much we pay		Further information
Damage to other vehicle	\$12,500	We normally pay the cost of repairs directly to the third-party claimant.
Less excess	-\$500	Only the basic excess applies in this example. We normally require you to pay this amount to us before we act on your behalf.
Plus our legal costs	+\$3,000	We incur and do not charge you for these costs providing you have paid your excess prior to legal costs being incurred.
Total claim	\$15,000	

The driver of your vehicle was not at fault and the driver of the other vehicle was at fault but was not insured. You provide us with the details of the other driver. The basic excess is \$500. For the purposes of this example it is assumed that your vehicle is covered for Legal Liability Only.

Damage by uninsured drivers Extra cover	\$4,500	Your are not covered for damage to your vehicle because it is insured for Legal Liability Only. Under Part 2, Extra Cover 1 – 'Damage by uninsured drivers' provides limited cover in these circumstances for up to \$5,000. For the purposes of this example, we assess that damage to your vehicle will cost more than its market value of \$4,500. We decide your vehicle is a total loss.
Less Input Tax Credit (ITC)	-\$409.09	If you are registered for GST and entitled to an ITC we will deduct this entitlement. In this example you are entitled to a full ITC (100%).

Less excess	-\$500	Only the basic excess applies in this example. We deduct this from the amount we pay you.
Less residual value of wreck	-\$500	The remaining value of your damaged vehicle. We deduct this from the amount we pay you.
Total claim	\$3,090.91	We normally pay this directly to you. You will keep the damaged vehicle.

Definitions

These words have the following meanings and apply only to this **policy** section. These defined terms prevail over any other meaning given to them in other parts of the **PDS** and Policy Wording. **You** should also refer to the General definitions on pages 31 to 36.

Agreed value

The amount **we** agree to insure **your vehicle** for, as specified in **your policy schedule**.

Authorised driver

A person controlling, driving or using **your vehicle** with **your** consent and includes **your employee**, principal and partner of **your business**.

Contaminants or pollutants

Includes smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants and other Contaminants or pollutants. Contaminants or pollutants do not include **dangerous goods**.

Damage or Damaged

Sudden or unforeseen physical damage or destruction.

Damage to property

loss of or **damage** to or destruction of tangible property including resultant loss of use; or loss of use of tangible property which has not been **damaged** or destroyed provided such loss of use is caused by an **event**.

Dangerous goods

- substances which are shown in the Australian Code for the Transport of Dangerous Goods by Road or Rail;
- liquid fuels, liquefied or compressed gases, toxic chemicals, acids, organic peroxides or corrosives;
- infectious, explosive radioactive or oxidising substances; or
- substances with a flashpoint of below twenty two point seven degrees Celsius (22.7°C).

Emergency repairs

Minor repairs which are essential for **you** to be able to drive **your vehicle** safely from an accident or **event** causing **damage**.

Endorsement

A written change or addition made to **your policy**. Any endorsements that apply to **your policy** will be specified in **your policy schedule**, unless **we** send **you** the endorsement separately.

Excess or Excesses

The amount of each and every claim that must be paid by **you**, before the application of any benefits or limits of **your policy**.

Inexperienced driver

A person who is 25 years or over and has not held a drivers licence for that class of **vehicle** being driven at the time of the **event** for the past two (2) consecutive years.

Insured amount

Means:

- for a **vehicle** specified in **your policy schedule** – the corresponding **market value** or dollar amount stated in **your policy schedule** for that **vehicle**; or
- for a **vehicle** that is not specified in **your policy schedule** (because it is an additional **vehicle** as defined in 'Cover for additional vehicles' on page 108) – the **market value** of that **vehicle** unless **we** have agreed to insure the **vehicle** for a different amount.

The **insured amount** of **your vehicle** includes accessories within the definition of **vehicle** plus any agreed accessory specified in **your policy schedule**.

Loss or Losses

Sudden and unforeseen physical loss.

Market value

The amount **we** calculate the market would pay for **your vehicle**. The market value takes into account the age, make, model and condition of **your vehicle** immediately before the **loss or damage**. **We** might use recognised industry publications to assist **us** to calculate the amount. If **we** do so, depending on the age of **your vehicle**, **we** may also take into account the kilometres it has travelled. **We** do not include any allowance for dealer profit, warranty costs, any stamp duty or transfer fees.

Partial loss

When **we** decide at **our** option, to repair **your vehicle**, replace any part of it or reimburse **you** for the **loss or damage** to it. In this case, **we** will not treat **your vehicle** as a **total loss**.

Penalty claim

An **event** or claim where **we** consider **you** to be at fault, or a claim where **we** are not able to recover the costs of repairing or replacing **your vehicle**.

Personal effects

Clothing and personal belongings normally worn or carried but excluding computers, laptops, iPad and tablet devices, personal navigation equipment, jewellery of any type, unset jewels or stones, musical instruments, curios, works of art, money or payment cards.

Personal injury

Death, bodily injury, sickness, disease, disability, shock, fright, mental injury, mental anguish, or loss of consortium resulting from any of them.

Reasonable repair costs

The amount **we** will pay when **you** choose **your** own repairer taking into account:

- **your** repairer's quote with any adjustments or reduction recommendation by an experienced motor **vehicle** assessor **we** appoint;
- the limitations **we** apply when authorising repairs performed by **our recommended repairer** (see 'Choice of repairer'); and
- a quote **we** may choose to obtain from one of **our recommended repairers**.

Recommended repairer

A repairer who has been appointed by **us** as a **recommended repairer** because **we** have assessed the repairer as capable of meeting **our** strict standards of quality workmanship, timeliness, efficiency and cost effectiveness.

Road

Any surveyed or unsurveyed land dedicated to public use, according to law, as a **road** (including a footpath or median strip). It also includes a toll **road** or a bridge which is open to the public and used as a **road**.

Substitute vehicle

A **vehicle** which does not belong to **you** and which **you, your** spouse, de facto partner or an **employee** is using while **your vehicle** is not in use because **your vehicle** is unroadworthy or undergoing repair.

Total loss

When:

- **your vehicle** is stolen and not recovered within fourteen (14) days of **you** reporting its theft to **us** and **we** are satisfied that **your** claim is in order;
- **we** decide **your vehicle** is uneconomical or unsafe to repair.

Vehicle

Means:

- the **vehicle(s)** specified in **your policy schedule**; or
- an additional **vehicle** as defined in 'Cover for additional **vehicles**' on page 108.

The following accessories will also be insured if they are attached to or are in or on **your vehicle**: baby capsule/car seat – bonnet protector – built in refrigerator – bull bar – CB and/or 2 way radio – dash mats – decorative wheel trims – driving lights – fire extinguishers – fixed GPS units – fixed roof/ladder racks – floor mats – headlamp guards – mud flaps – paint protection – panel/rust protection – pin striping – decals – protective mouldings – rear louvre sunshade – registration plate covers – seat covers – side steps for a 4WD – sign writing – sound system (fitted as standard by manufacturer) – spare wheel cover – steering locks – tarpaulins – tools supplied as standard by the manufacturer or similar replacement – tow bars – weather shield – winch. It also includes other **vehicle** accessories or modifications if **we** have agreed to insure them as part of **your vehicle** and

they are specified in **your policy schedule** .

For the purposes of Part 2 of this **policy** section, **vehicle** is extended to also mean:

- a trailer;
- a caravan; or
- another **vehicle** which has broken down;
- that is being towed by **your vehicle** or a **substitute vehicle** legally and not for reward; and
- a **substitute vehicle**.

Part 4: Privacy statement

AAI Limited trading as AAMI Business Insurance is the insurer and issuer of this product, and is a member of the Suncorp Group, which **we**'ll refer to simply as "the Group".

Why do we collect personal information?

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable.

We collect personal information so that **we** can:

- identify **you** and conduct appropriate checks;
- understand **your** requirements and provide **you** with a product or service;
- set up, administer and manage our products and services and systems, including the management and administration of underwriting and claims;
- assess and investigate any claims **you** make under one or more of our products;
- manage, train and develop our employees and representatives;
- manage complaints and disputes, and report to dispute resolution bodies; and
- get a better understanding of **you, your** needs, **your** behaviours and how **you** interact with **us**, so **we** can engage in product and service research, development and business strategy including managing the delivery of **our** services and products via the ways **we** communicate with **you**.

What happens if you don't give us your personal information?

If **we** ask for **your** personal information and **you** don't give it to us, **we** may not be able to provide **you** with any, some, or all of the features of **our** products or services.

How we handle your personal information

We collect **your** personal information directly from **you** and, in some cases, from other people or organisations. **We** also provide **your** personal information to other related companies in the Group, and they may disclose or use **your** personal information for the purposes described in 'Why do **we** collect personal information?' in relation to products and services they may provide to **you**. They may also use **your** personal information to help them provide products and services to other customers, but they'll never disclose **your** personal information to another customer without **your** consent.

Under various laws **we** will be (or may be) authorised or required to collect **your** personal information. These laws include the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Personal Property Securities Act 2009, Corporations Act 2001, Autonomous Sanctions Act 2011, Income Tax Assessment Act 1997, Income Tax Assessment Act 1936, Income Tax Regulations 1936, Tax Administration Act 1953, Tax Administration Regulations 1976, A New Tax System (Goods and Services Tax) Act 1999 and the Australian Securities and Investments Commission Act 2001, as those laws are amended and includes any associated regulations.

We will use and disclose **your** personal information for the purposes **we** collected it as well as purposes that are related, where **you** would reasonably expect us to. **We** may disclose **your** personal information to and/or collect **your** personal information from:

- other companies within the Group and other trading divisions or departments within the same company (please see **our** Group Privacy Policy for a list of brands/companies);
- any of **our** Group joint ventures where authorised or required;
- customer, product, business or strategic research and development organisations;
- **data** warehouse, strategic learning organisations, **data** partners, analytic consultants;
- social **media** and other virtual communities and networks where people create, share or exchange information;
- publicly available sources of information;
- clubs, associations, member loyalty or rewards programs and other industry relevant organisations;

- a third party that we've contracted to provide financial services, financial products or administrative services – for example:
 - information technology providers;
 - administration or business management services, consultancy firms, auditors and business management consultants;
 - marketing agencies and other marketing service providers;
 - claims management service providers;
 - print/mail/digital service providers; and
 - imaging and document management services;
- any intermediaries, including **your** agent, adviser, a broker, representative or person acting on **your** behalf, other Australian Financial Services Licensee or our authorised representatives, advisers and our agents;
- a third party claimant or witnesses in a claim;
- accounting or finance professionals and advisers;
- government, statutory or regulatory bodies and enforcement bodies;
- policy or product holders or others who are authorised or noted on the policy as having a legal interest, including where **you** are an **insured** person but not the policy or product holder;
- in the case of a relationship with a corporate partner such as a bank or a credit union, the corporate partner and any new incoming insurer;
- the Financial Ombudsman Service or any other external dispute resolution body;
- credit reporting agencies;
- other insurers, reinsurers, insurance investigators and claims or insurance reference services, **loss** assessors, financiers;
- legal and any other professional advisers or consultants;
- hospitals and, medical, health or wellbeing professionals;
- debt collection agencies;
- any other organisation or person, where **you**'ve asked them to provide **your** personal information to **us** or asked **us** to obtain personal information from them, eg **your** mother.

We'll use a variety of methods to collect **your** personal information from, and disclose **your** personal information to, these persons or organisations, including written forms, telephone calls and via electronic delivery. **We** may collect and disclose **your** personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

Overseas disclosure

Sometimes, **we** need to provide **your** personal information to, or get personal information about **you** from, persons or organisations located overseas, for the same purposes as in 'Why do **we** collect personal information?'

The complete list of countries is contained in **our** Group Privacy Policy, which can be accessed at www.aami.com.au, or **you** can contact **us** for a copy.

From time to time, **we** may need to disclose **your** personal information to, and collect **your** personal information from, other countries not on this list. Nevertheless, **we** will always disclose and collect **your** personal information in accordance with privacy laws.

Your personal information and our marketing practices

Every now and then, **we** and any related companies that use the AAMI brand might let **you** know – including via mail, SMS, email, telephone or online – about news, special offers, products and services that **you** might be interested in. **We** will engage in marketing unless **you** tell us otherwise. **You** can contact **us** to update **your** marketing preferences at any time.

In order to carry out **our** direct marketing **we** collect **your** personal information from and disclose it to others that provide **us** with specialised **data** matching, trending or analytical services, as well as general marketing services (**you** can see the full list of persons and organisations under 'How **we** handle **your** personal information'). **We** may also collect **your** personal information for marketing through competitions and by purchasing contact lists.

We, and other people who provide **us** with services, may combine the personal information collected from **you** or others, with the information **we**, or companies in **our** Group, or **our** service providers already hold about **you**. **We** may also use online targeted marketing, **data** and audience matching and market segmentation to improve advertising relevance to **you**.

How to access and correct your personal information or make a complaint

You have the right to access and correct **your** personal information held by **us** and **you** can find information about how to do this in the Suncorp Group Privacy Policy.

The Policy also includes information about how **you** can complain about a breach of the Australian Privacy Principles and how **we**ll deal with such a complaint. **You** can get a copy of the Suncorp Group Privacy Policy. Please use the contact details in Contact Us.

Contact us

For more information about **our** privacy practices including accessing or correcting **your** personal information, making a complaint, or obtaining a list of overseas countries **you** can:

- Visit: www.aami.com.au
- Speak to us directly by phoning us on 13 22 44
- Email: businessinsurance@aami.com.au



**We're here for you
24 hours a day
7 days a week**

How to contact us

by phone: **13 22 44**

via the internet: **aami.com.au**

in writing: PO Box 14180,
Melbourne City Mail Centre
Victoria 8001

This insurance is issued by:

AAI Limited

ABN 48 005 297 807 trading as AAMI Business Insurance

AFSL No. 230859

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