

HOMEBiZ PROPERTY GENERAL

Product Disclosure Statement and Policy Wording

2026a

AFSL 482029 | ABN 17 605 879 507

Registered Office: 52 Chisholm Street,
Darlinghurst NSW 2010

www.amazonunderwriting.com.au

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PRODUCT DISCLOSURE STATEMENT

This Policy document is also a Product Disclosure Statement (PDS). This document is required by the Corporations Act to help You decide whether or not to buy this Policy.

THE COVERS AVAILABLE FOR YOU TO BUY UNDER THIS POLICY

Section 1: Material Damage – Building and Contents
Section 2: Business Interruption
Section 3: Burglary
Section 4: Money
Section 5: Glass
Section 6: Portable Contents
Section 7: Machinery Breakdown
Section 8: Legal Liability
Sections 3,4,5 and 8 are automatically included if You buy Section 1.

Understanding Your Policy and its important terms and conditions
It's important that You understand the Policy's features and benefits to determine if the Policy suits Your needs. To do so, please carefully read:

- General Information;
- General Definitions as these words have special meanings;
- General Exclusions which apply across the whole Policy and in the event of which We will not pay a claim;
- General Conditions which explain Your obligations and Our obligations. If You don't meet Your obligations We may refuse or reduce a claim to the extent of any prejudice suffered by Us arising from any failure by You to comply with Your obligations;;
- The information provided in each Section which outlines the cover We can offer You and what is not covered; and
- Goods and Services Tax and how it applies to claims.

The base premium We charge varies, depending on the Sums Insured You have nominated, the Sections and/or optional covers You have selected, where You live, the type of property and Your claims history. It is very important to nominate Sums Insured that adequately cover a potential loss. If the Sums Insured are not adequate, then the difference between the Sums Insured and the cost of replacing Your property will be paid by You.

When You buy this Policy, We will issue You with a Schedule which will show:

- Insured name and address
- Sums Insured
- Deductibles
- Premium payable

It may also show if any special conditions (Endorsements) have been imposed on Your Policy.

GENERAL INFORMATION

ABOUT YOUR POLICY

The Policy has 8 Sections, each with a different type of cover available. The detail of the types of cover available are set out in each Section of this Policy document. All of the covers in this Policy are subject to the General Definitions, General Exclusions and General Conditions included in this Policy document.

The Policy wording, Schedule and Endorsements (if any) are to be read together as one Policy. In deciding to accept this Policy and in setting the terms and premium We have relied on the information which You have provided to Us.

Please read this Policy carefully and make sure that it meets Your needs. If any corrections are necessary You should contact Your broker through whom this Policy was arranged.

Please keep this Policy in a safe place – You may need to refer to it if You have to make a claim.

FINANCIAL SERVICES GUIDE

ABOUT THE INSURER

Lloyd's is the world's specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent. In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia. Lloyd's has adopted the General Insurance Code of Practice on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au. You can obtain a copy of the code at https://insurancecouncil.com.au/cop/

Our aim is to provide the highest service to our Australian policyholders and. To this end. We have developed the following procedures for the fair handling of complaints from Lloyd's policyholders.

ABOUT AMAZON UNDERWRITING

Amazon Underwriting Pty Ltd (ABN 17 605 879 507, AFSL 482029) (Amazon Underwriting). Amazon Underwriting arranges policies for and on behalf of certain underwriters at Lloyd's. Amazon Underwriting acts under a Binder Agreement with delegated Binding authority provided to it by the insurer to administer and issue policies, alterations and renewals. In all aspects of the Policy, Amazon Underwriting acts as an agent for the insurer and not for the insured (You).

Amazon Underwriting's contact details are:
Address: 52 Chisholm Street, Darlinghurst NSW 2010
T: +61 2 9357 1798
W: http://www.amazonunderwriting.com.au

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

A complete version of our Financial Services Guide is available on our website
https://www.amazonunderwriting.com.au/PDFs/Footer/FSG_Current.pdf?p=1698631691997

OUR AGREEMENT

This Policy is a legal contract between You and Us administered by Amazon Underwriting Pty Ltd on Our behalf.

You pay Us the premium, and We provide You with the cover You have chosen as set out in the Schedule, subject to the terms and conditions of the Policy. Cover is provided during the Period of Insurance shown on Your Schedule or any renewal period.

We will not pay any more than the Sum Insured or Limit of Liability for each cover section which is shown in the Policy or Schedule.

We will not pay the Deductibles shown in the Policy or Schedule. If any loss or Damage leads to a claim under more than one section of this Policy, You must pay the highest applicable Deductible, but You need to pay only one Deductible.

Cooling Off Period

You can tell Us to cancel Your Policy within 14 days from when it is issued. If You choose to cancel Your Policy, We will refund the premium You paid to us in full (as long as a claim has not been made or notified on Your Policy). If You have made a claim the full premium is due.

PRIVACY

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. Amazon Underwriting is bound by the Privacy Act 1988 (Cth), when collecting and handling Your personal information. Amazon Underwriting has developed a privacy policy which explains what sort of personal information Amazon Underwriting holds about You and what Amazon Underwriting does with it.

Amazon Underwriting will only collect personal information from or about You for the purpose of assessing Your application for insurance and administering Your insurance Policy, including any claims You make or claims made against You. Amazon Underwriting will only use and disclose Your personal information for a purpose You would reasonably expect.

Amazon Underwriting may need to disclose personal information to Your insurer and other entities such as reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureau, credit reference agencies, its advisers, its agents, its administrators and those involved in the claims handling process (including assessors, investigators and others), for the purpose of assisting Amazon Underwriting and them in providing relevant services and products, or the purpose of recovery or litigation. Amazon Underwriting may disclose personal information to people listed as co-insured on Your Policy and to family members or agents authorised by You. Disclosures may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, lawyers, loss adjustors, accountants, builders, manufacturers, suppliers or as required by law. Amazon Underwriting will request Your consent to any other purpose.

By providing Your personal information to Amazon Underwriting, You consent to Amazon Underwriting making the disclosures set out above which require consent. This consent to the use and disclosure of Your personal information remains valid unless You alter or revoke it by giving Amazon Underwriting written notice. Without Your personal information Amazon Underwriting may not be able to issue insurance cover to You or process Your claim.

You also have the opportunity to find out what personal information Amazon Underwriting holds about You and, when necessary, correct any errors in this information. Generally, Amazon Underwriting will do this without restriction or charge. For further information about its privacy policy or to access or correct Your personal information, please contact Amazon Underwriting at the following address:

Amazon Underwriting Pty Ltd
52 Chisholm Street, Darlinghurst NSW 2010
E: gida@amazonunderwriting.com.au
T: 02 9357 1798

If You believe that Amazon Underwriting has interfered with Your privacy in its handling of Your personal information You may lodge a complaint by contacting Amazon Underwriting. Amazon Underwriting will attempt to resolve Your complaint in accordance with its Privacy Complaints Handling Procedure. For more information go to:
https://www.amazonunderwriting.com.au/PDFs/Footer/PrivacyPolicy_Current.pdf?p=1698631691997.

If You are not satisfied with the resolution of Your complaint or with the way that W**e** have handled Your complaint through the Privacy Complaints Handling Procedure, You may be able to refer the matter to:
Office of the Australian Information Commissioner
3/175 Pitt St, Sydney NSW 2000
T: 1300 363 992.

If You would like more information about Our Privacy Complaints Handling Procedure please contact Us.

DUTY OF DISCLOSURE

Your duty to take reasonable care not to make a misrepresentation
Your application for insurance cover will be treated as if You are applying for a 'consumer insurance contract'. Before the contract of insurance is entered into or You renew this contract, You have a legal duty to take reasonable care not to make a misrepresentation to the insurer under the Insurance Contracts Act 1984 (Cth). It is very important that You comply with Your duty, as this may impact on Your insurance cover.

A misrepresentation is an answer or statement that is not true, only partially true, or does not fairly reflect the truth.

When You apply for Your insurance or apply to renew Your insurance, we may ask You clear and specific questions that are relevant to our decision to insure You. Your answers in response to our questions are important as we use them to determine whether we can provide insurance cover to You, and if so, the terms of the policy and the premium we will charge. This means that when answering our questions, You should respond fully, honestly and accurately.

Also, if applying to renew the policy we may give You a copy of anything You have previously told us and ask You to tell us if it has changed. If we do this, You must tell us about any change or tell us that there is no change. If You do not tell us about a change to something You have previously told us, we will understand this to mean that there are no changes.

The duty to take reasonable care not to make a misrepresentation applies anytime You answer our questions as a part of an initial insurance application or until we agree to renew the contract, when extending or making changes to an existing insurance, and reinstating any previous contract of insurance.

We may later investigate the answers You provide to us, for example, when a claim is made.

Guidance for answering our questions:
Important: please ensure that You take care when providing Your answers in response to our questions in relation to Your insurance application. You should respond fully, honestly and accurately. If You do not, it may affect Your insurance cover.

When answering our questions, please:

- Think carefully about Your responses. If You do not understand the question or require further explanation, please ask us before responding;
- Make sure Your responses are truthful, accurate and complete answers to every question that we ask You;
- Please provide us with all relevant information in response to our questions. If You are unsure what information to include, please include it or check with us, Your broker or adviser;
- Do not assume that we will contact anyone else for the information we are asking You for;
- Review each answer You have provided on Your insurance application carefully and make any corrections (if necessary) before submitting it to us. You are responsible for the answers that You provide us, even if You have had help in preparing Your application, for example from Your broker, intermediary, advisor or someone else.

Before Your insurance cover starts, please tell us of any changes that may be required to the answers You have given to our questions. This may save time as any changes may require further investigation or assessment of the risk.

If, after Your insurance cover starts, You think You may not have complied with Your duty, please contact us or Your insurance broker immediately and we will let You know whether it has any impact on Your cover.

We may contact You after You have submitted Your application to clarify or collect any information that You may not have included. The information You provide may be recorded and used by us in assessing Your application.

Your duty to take reasonable care not to make a misrepresentation applies to all types of communication with us, including written, electronic, online, when speaking with us in person or on the telephone, or a mix of these.

If You do not comply with Your duty

If You do not take reasonable care not to make a misrepresentation, it may have serious consequences for Your insurance. If You have failed to comply with Your duty, we have certain rights, which may depend on what Your insurance offer may have been had You not made a misrepresentation, and whether or not the misrepresentation was fraudulent. We have different actions available to us, for example, we may do one of the following:

- Avoid Your insurance cover. This means that Your insurance contract and cover will be treated as if it never existed;
- Change the amount of cover, for example the level of cover may be reduced;
- Change the terms of Your insurance contract, for example certain events may be excluded from being covered.

This may mean an insurance claim may not be paid, or the amount or benefit paid may be reduced, or premiums increased.

If we suspect that You may have breached Your duty to take reasonable care not to make a misrepresentation, before we exercise any of the actions available to us, we will:

- Explain our reasons why we believe You have breached Your duty; and
- Provide You with an opportunity to respond and provide us with further information.

If we decide to make changes to Your cover, we will notify You of our decision and provide You with the review process and complaints procedure to follow if You disagree with our decision.

If You need help

It is very important that You understand this information, the questions that we ask You and Your duty. If You are having difficulty for any reason, such as a disability, English language, or require further support such as a support person You trust, please contact Your insurance broker.

GOODS AND SERVICES TAX

You must inform Us of the extent to which You are entitled to an input tax credit for the premium each time that You make a claim under this Policy. No payment will be made to You for any GST liability that arises on the settlement of a claim under this Policy when You have not informed Us of Your correct entitlement to an input tax credit.

Despite anything contained in this Policy to the contrary (including the current Schedule and any Endorsements attached hereto), Our liability will be calculated after taking into account:

a. any input tax credit to which You, or any claimant against You, is entitled for any acquisition relevant to a claim paid under this Policy;

b. any input tax credit to which You, or any claimant against You, would have been entitled were You or the claimant to have made a relevant acquisition; and

c. the GST exclusive amount of any supply made by You which is relevant to Your claim.

If the applicable Limit of Liability is not sufficient to cover Your claim, We will only pay GST (less any relevant input tax credit) that relates to Our proportion of Your claim.

The terms “GST”, “input tax credit”, “acquisition” and “supply” have the meanings ascribed to them in the A New Tax System (Goods and Services Tax) Act 1999 (or any amending legislation).

Nothing contained herein shall be held to vary, alter, waive or extend any of the terms, Conditions, Exclusions or Definitions and Additional Benefits of this Policy other than as stated above.

CANCELLATION

a. Your Right to Cancel during the Cooling-Off Period

You can tell Us to cancel Your Policy within 14 days from when it is issued. If You choose to cancel Your Policy, We will refund the premium You paid to us in full (as long as a claim has not been made on Your Policy).

b. Your Right to Cancel

You may cancel this Policy at any time by written request. After cancellation by You, any return of premium due to You will be calculated at a proportional daily rate depending on how long the Policy has been in force unless You have made a claim or notified Us of a claim in which case the full annual premium is due.

c. Our Right to Cancel

We may cancel the Policy on any of the grounds stated in the Insurance Contracts Act 1984, by giving You fourteen (14) days’ notice in writing. Any return of premium due to You will be calculated at a proportional daily rate depending on how long the Policy has been in force unless You have made a claim or notified Us of a claim in which case the full annual premium is due.

d. Termination of Your Business

As Your Policy is a home business policy, if You Terminate Your Business this policy is cancelled with effect from the Applicable Date You terminate your Business.

DISPUTE RESOLUTION AND COMPLAINT PROCEDURE

How can we help You?

There are established procedures for dealing with complaints and disputes regarding Your policy or claim. Policyholders may be able to take advantage of the complaints services.

If You have any concerns or wish to make a complaint in relation to this policy, our services or Your insurance claim, please let us know and we will attempt to resolve Your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Amazon Underwriting Pty Ltd in the first instance:

Complaints Officer
Amazon Underwriting Pty Ltd
E: gida@amazonunderwriting.com.au
T: +61 2 9357 1798

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

If we cannot resolve Your complaint to Your satisfaction, we will escalate Your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
E: idraustralia@lloyds.com
T: +61 2 8298 0783
Post: Level 32, 225 George Street, Sydney NSW 2000

Your complaint will be acknowledged within 1 business day. We will respond to Your complaint and do our utmost to resolve the complaint to Your satisfaction within 10 business days.

You may refer Your complaint to the Australian Financial Complaints Authority (AFCA), if Your complaint is not resolved to Your satisfaction within 30 calendar days of the date on which You first made the complaint or at any time. AFCA can be contacted as follows:

E: info@afca.org.au
T: 1800 931 678
Post: GPO Box 3 Melbourne VIC 3001

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

The Underwriters accepting this Insurance agree that:

(i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

(ii) any summons notice or process to be served upon the Underwriters may be served upon:
Lloyd's Underwriters' General Representative in Australia
PO Box R1745, Royal Exchange NSW 1225
E: serviceofsuitaus@lloyds.com
who has authority to accept service on the Underwriters' behalf;

In the event of a claim arising under this Insurance IMMEDIATE NOTICE should be given to:

Amazon Underwriting Pty Ltd
E: gida@amazonunderwriting.com.au
T: +61 2 9357 1798

FINANCIAL CLAIMS SCHEME

This Policy may be a protected Policy under Federal Government's Financial Claims Scheme (FCS), which is administered by APRA. The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies a person who is entitled to make a claim under this Policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria. You may obtain further information about the FCS from *www.fcs.gov.au* and the APRA hotline on 1300 55 88 49.

GENERAL INSURANCE CODE OF PRACTICE

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

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit https://insurancecouncil.com.au/cop/

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

GENERAL DEFINITIONS

Accidental Damage means physical damage to, physical loss, or physical destruction of Your buildings or contents caused by an unintentional act. Accidental Damage does not mean Fire and Perils (as defined under Section 1).

Australia means the Commonwealth of Australia, its dependencies and External Territories.

Body Corporate means the body corporate, owners corporation, corporation, strata company or strata corporate of the strata title development applicable to the strata or unit titles legislation which applies in the State or Territory where the risk is located as stated in the Schedule.

Bond Monies means the amount paid by Your tenant at the start of the current lease or rental agreement that is held as security against Damage or unpaid rent. Your Policy will operate on the basis that bond monies are equal to at least four weeks' rent and have been paid.

Business means the business shown in the Schedule including the ownership and tenancy of premises, provision and management of canteens, social, sports and welfare organisations, including first aid and safety services of Your employees.

Business Hours means Your working hours (including overtime) during which You or Your employees are on the premises at the Situation for the purpose of Your Business.

Common Property means property owned by the Body Corporate forming part of the Strata Title development.

Damage or Damaged means sudden and unforeseen physical loss of or physical damage to or physical destruction of tangible property including resultant loss of use; or loss of use of tangible

property which has not been physically damaged or destroyed provided such loss of use is caused by any loss as insured under Sections 1,3,4,5, 6 and 7 of this Policy.

Default of Payment of Rent means that the tenant:

a. has remained living in the building but is not paying rent;

b. has had the applicable notices issued including but not limited to notices required to be given under any relevant State or Territory legislation in relation to non-payment of rent.

Deliberate Acts means the act or acts carried out without Your consent, by a person or persons, but not You or Your agents and employees or other representatives, that causes Damage to Your Property without the deliberate and direct intention of denying You the use or benefit of the Property Damaged. It does not mean Theft or Burglary (as defined by Section 3).

Deductible means the amount of each claim, or series of claims which arise out of one event under any one Section, for which We will make no payment. Should more than one Deductible be payable under this Policy for any claim or series of claims arising from the one event, such Deductibles shall not be aggregated and the highest single level of Deductible only shall apply. The amount of the Deductible for each Section is stated in the Schedule.

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

Legal Expenses are expenses incurred as a direct result of an application to the Courts for remedial action against the tenant.

Malicious Acts means the wilful act or acts carried out without Your consent, by a person or persons, but not You or Your agents and employees or other representatives, that causes Damage to Your Property with the deliberate and direct intention of denying You the use or benefit of the Property Damaged. It does not mean Theft or Burglary (as defined by Section 3).

Money means cash, notes, negotiable instruments, cheques, postal notes, post office money orders, negotiable securities, stamps, credit card sales vouchers.

Period of Insurance means the period stated in the Schedule for which cover is current.

Property Insured means the Buildings and Contents (as defined under Section 1) shown in the Schedule.

Property Insured does not mean:

Property

a. wholly used for business purposes by:

   i. You or any other person insured under the Policy; or
   ii. a relative of or any other person insured under the Policy; or
   iii. any person with whom You or any other person insured under the Policy resides.

Policy means this Policy wording together with the Schedule and Endorsements.

Pollution or **Contamination** means Damage or loss arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, atmosphere or any water course or body of water (including ground water).

Renewal means the reinstatement of this Policy at the expiry of a Period of Insurance by the payment of a premium.

Rent means the amount of money paid or payable by the tenant to lease or rent the Building (as defined under Section 1) as set out in the current lease or rental agreement with You or Your agent.

Safe or Strongroom means a container or structure which is specifically designed for the secure storage of Money or valuables and is designed to protect the contents against fire and to resist unauthorised opening.

Schedule means the most recent schedule given to You. It shows the policy number together with other details of cover.

Sea means oceans, bays, ports or tidal waters.

Situation means the location or address of the risk as stated in the Schedule.

Strata Title means any form of land title which allows multiple individual titles to exist in or on a block of land where the Common Property is held under a single separate title.
Subsidence means earth movement, erosion, coastal erosion, settlement of newly made up ground or settlement caused by the bedding down of new structures.

Sum(s) Insured/Limit of Liability means the amounts as stated in the Schedule or this Policy. The amounts are not reduced by, and are additional to, any applicable Deductible.

Theft means theft not consequent upon actual forcible and violent entry upon the premises where insured property is located, or any attempt thereat.

Terminate Your Business means that You decide to close, shut down or cease to offer the products and services in or of Your Business and the **Applicable Date** for that termination is the date Your Business closes, shuts down or ceases to offer the products and services of Your Business.

Water means water including snow, sleet or hail.

We, Us, Our, Insurer means certain underwriters at Lloyd's

Wear and Tear means a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time. Examples of things that are likely to be affected include fencing, flat roofs, carpets and flooring and clothing.

You, Your means the person(s) named in the Schedule as the insured, Your family including a defacto who normally lives with You.

In addition, further definitions specific to particular Sections are included within each Section.

GENERAL POLICY CONDITIONS

These conditions apply to all Sections of this Policy and any failure on Your part to adhere to their requirements may entitle Us to refuse to pay a claim in whole or in part, or to cancel this Policy.

Claims

a. If an event happens which may result in a claim under the Policy, You or Your legal representative must:

   i. Advise Us and send written confirmation as soon as reasonably practicable;
   ii. Take reasonable and practicable steps to stop or reduce further loss or Damage;
   iii. Take reasonable and practicable steps to recover lost or stolen property;
   iv. As soon as reasonably practicable inform the Police of any Burglary (as defined by Section 3), Theft, malicious Damage or vandalism. You may also be required by Us to provide Us with a copy of the written Police report;
   v. Supply Us with details of any other insurances which cover or may cover the event;
   vi. Advise Us of any impending prosecution or inquest;
   vii. Give Us all the information and assistance We may reasonably require; and
   viii. Use the best endeavours to preserve and not alter the condition or location of any products, appliances, plant or other items which might prove necessary or useful by way of evidence in connection with any claim until We have had an opportunity of inspection unless the alteration or repair of any products, plants, appliances or other items is necessary for practical or safety reasons. You are not entitled to abandon any property to Us. Your property shall remain Yours at all times. We will not take ownership of, accept liability for, sell or dispose of any of Your property unless We agree with You in writing that We shall do so.

b. You must not agree to settle any claim without Our consent (not to be unreasonably withheld).

We shall have full discretion in the conduct of any negotiations and the settlement of any claims but will give consideration to Your interests.

After payment for or replacement of any property (not being a building) lost or Damaged, the property becomes Ours subject to Your right to reclaim it on repayment to Us of the amount paid by Us in respect of such property.

Claims Preparation Costs

We will pay for costs incurred for the preparation of a claim, excluding legal fees, for which We agree to indemnify You under this Policy, provided that before You incur these claim preparation costs You obtain Our written approval to incur these costs (Our approval will not be unreasonably withheld). The most we will pay is $2,500 in total any one claim, unless a higher amount is included in the particular section of the Policy. This benefit is in addition to any limit of liability.

Change in Circumstances

You must tell Us as soon as reasonably practicable of any change in the information You have provided to Us which happens before or during any Period of Insurance.

You must tell Us:

a. at least fourteen (14) days before You start any conversions, extensions or other structural work to the buildings
b. if Your business ceases to operate from the Situation no more than fourteen (14) days after the date the business operations cease

When We are notified of a change We will tell You if this affects Your Policy. For example We may cancel Your Policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of Your Policy or require You to pay more for Your insurance. If You do not inform Us about a change it may affect any claim You make or could result in Your insurance being invalid.

Please note that if you Terminate Your Business Your Policy is cancelled from the Applicable Date - please see Cancellation above.

Unoccupancy
We may cancel Your Policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of Your Policy or require You to pay more for Your insurance if the buildings at the Situation have not been occupied for a period of 60 consecutive days. However, if You notify Us beforehand and we agree in writing, We may consent to the continuation of cover.

Subrogation
If We agree to provide indemnity under this Policy in respect of any claim, then regardless of whether or not actual payment has been made, We shall be subrogated to any rights contractual or otherwise which You may have in connection with that claim. We will give consideration to Your interests.

Reasonable Care and Maintenance
You must take reasonable and practicable steps:

a. to prevent loss, destruction or Damage happening to the Property Insured;

b. to maintain the buildings, structures, gutters, fittings, fixtures, furnishings, appliances, machinery, implements and plant in sound condition;

c. to comply with all statutory obligations and by-laws or regulations imposed by any Public Authority;

d. to ensure that only competent employees are employed;

e. to prevent bodily injury or loss of or Damage to property;

f. to minimise any loss; and

g. to ensure burglar alarms and intrusion prevention systems (if applicable) are maintained in an efficient working order and shall be made operative whenever the premises at the Situation are not occupied or are unattended. Fire protection systems shall comply with the relevant Australian standard in respect of installation and testing and be operative at all times.

Fraudulent and/or Intentional Claims
If You or anyone acting on Your behalf or with Your knowledge should make a claim knowing or reasonably suspecting it to be false or intentional, We may refuse to pay the claim or cancel this Policy or do both.

Reinstatement of Sum Insured
In the event of payment of a claim under any Section of the Policy, the amount by which that Section's Sum Insured or Limit of Liability is reduced in consequence of the loss or Damage will be automatically reinstated from the date of the loss, destruction or Damage, provided that:

a. there is no written request from You or written notice by Us to the contrary;

b. the Section is an operative Section of the Policy; and

c. You pay the additional premium We reasonably require for the reinstatement in the event of a total loss.

Other Interests and Joint Insureds

This Policy only covers Your interests and such other interests notified to Us at the time of cover and from time to time thereafter and which are accepted by Us by written notification to You. No interest in this Policy may be transferred without Our written consent and all persons entitled to benefit under the Policy shall be bound by its terms.

Where the Policy covers the interest of more than one party, any act or neglect of an individual party will not prejudice the rights of the other party(ies), provided that such other party(ies) shall as soon as reasonably practicable upon becoming aware of any act or neglect whereby the risk of loss, destruction or Damage has increased give notice in writing to Us. Cover will be provided for the increased risk only if the remaining party/parties pay any reasonable extra premium We may require.

Earthquake
For the purpose of the application of any Deductible, all loss destruction or Damage resulting from earthquake occurring during each period of seventy two (72) consecutive hours shall be considered as one event whether such earthquake is continuous or sporadic in its sweep and/or scope and the loss, destruction or Damage was due to the same seismological conditions. Each event shall be considered to have commenced on the first happening of any such loss, destruction or Damage not within the period of any previous event.

Progress Payments
Progress payments on account of any claim accepted under this Policy will be made to You or on Your behalf at such stages as may be mutually agreed upon if desired by You and on production of an interim report from a loss adjuster.

Governing Law
This Policy will be governed by the laws of the Commonwealth of Australia and subject to the exclusive jurisdiction of the Courts of Australia.

Adjustment of Premium
If the premium for any section of the Policy in any Period of Insurance is calculated on estimates You provided, You must within thirty (30) days from the end of the Period of Insurance declare such information as We advise You is required. The premium may then be adjusted and any difference paid by You or refunded to You as the case may be.

Due Observance and Inaccurate Information
Failure to comply with any of these Conditions and the other terms of this Policy by You could adversely affect the insurance cover provided by this Policy or any claim You may make. For example, We may cancel Your contract or reduce the amount We will pay You.

Legislation
You are required to comply with all applicable legislation and regulations.

Hold Harmless Agreements
You must not enter into an agreement with another person which excludes or reduces Your rights to make a claim against that person at any time without Our written consent, Our consent will not be unreasonably withheld.

If You do, We may reduce the amount of any claim You make under this Policy by the extent to which Your agreement prevents Us making a claim against that person under Our rights of subrogation.

Hazardous or Dangerous Goods
When hazardous or dangerous goods are used by the Business or stored at the Situation then such goods must be stored and used strictly in accordance with all statutory obligations, by-laws, regulations, public authority requirements and safety requirements.

GENERAL EXCLUSIONS

1. We will not pay claims that arise directly or indirectly out of:

    a. Radioactive contamination:
    In no case will this insurance cover loss Damage liability or expense directly or indirectly caused by or contributed to by or arising from

        i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
        ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,
        iii. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,
        iv. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
        v. any chemical, biological, bio-chemical, or electromagnetic weapon.

    b. loss, destruction or Damage which occurs outside the Commonwealth of Australia except as stated in the relevant Section;

    c. consequential loss of any kind including consequential loss due to delay, lack of performance, loss of contract or depreciation of value of land or stock except as stated in the relevant Section;

    d. loss or Damage intentionally caused by You or by any person acting with Your express or implied consent;

    e. loss or Damage arising out of Your failure to keep any insured property in good repair and condition;

    f. Flood unless as agreed by Us and shown in the Schedule; or

    g. Wear and Tear, atmospheric conditions, mould, mildew, insects, vermin, fading, inherent defect, inherent vice, structural defects, faulty design or faulty workmanship.

2. We will not pay claims that arise directly or indirectly out of a bushfire, storm, named storm, Flood or tsunami that occurs in the first 72 hours of:

    a. the inception date of the Policy, however We will pay if the event occurred on the same day this Policy commenced and:

        i. You bought Your home or unit on that same day; or
        ii. that another policy covering Your Buildings or Contents expired, but not when You cancelled the policy prior to its expiry date, and only up to the Sums Insured covered

under the expired policy (any increase in sums insured will not be covered for these events for the first 72 hours specified).

b. an increase to the Buildings or Contents Sums Insured during the Policy Period however We will pay up to the nominated Sums Insured for the Buildings or Contents prior to the increase.

3. War & Terrorism Exclusion:

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes 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 loss.

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

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

4. Communicable Diseases Exclusion

a. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

b. For the purposes of this clause, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

   i. for a Communicable Disease, or
   ii. any property insured hereunder that is affected by such Communicable Disease.

c. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

   i. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
   ii. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
   iii. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

d. This clause applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

5. Cyber and Data Exclusion

   a. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

      i. Cyber Loss;

      loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

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

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

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

Definition of Cyber Loss, Act or Incident

1. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
2. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
3. Cyber Incident means:
   a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
   b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
4. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
5. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

6. Lithium batteries
   We will not pay any loss or damage arising from overcharging or use of non-compliant charging equipment in connection with lithium batteries.

For the purpose of this clause:

Non-compliant charging equipment means a charger:

a. that was not supplied or recommended by the product manufacturer
b. that does not contain the regulatory compliance mark 
c. that is not compliant with the relevant Australian Standard and the Electrical Equipment Safety Scheme (EESS)

7. Meth Contamination

We will not cover any loss or damage arising from contamination caused by meth labs or cooking of methamphetamine at Your property.

SANCTIONS LIMITATION AND EXCLUSION CLAUSE

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

In addition, further exclusions specific to particular Sections are included within each Section.

SECTION 1. PROPERTY

This Section forms part of the Policy only if so shown in the Schedule and, if so, must be read together with the General Definitions, General Conditions, General Exclusions, terms and limitations of the Policy, together with the current Schedule.

Our total liability for all Damage arising during any one Period of Insurance or for any loss for which a claim would be payable under this Section arising out of one event or series of events arising directly or indirectly from one source or original cause, will not exceed, for each item specified in the Schedule, the Sum Insured shown in the Schedule for that item. In addition, We will also pay other amounts as provided for under Additional Benefits in this Section.

COVER UNDER THIS SECTION

We will indemnify You for Damage caused by Fire and Perils or Accidental Damage to Property Insured, whilst at the Situation.

At each Renewal of this Policy We will adjust the Sums Insured under this Building and Contents Section by 3%. Your Renewal invitation will show the adjusted Sums Insured and the premium payable. You should check that the Sums Insured shown on Your Renewal invitation are adequate to replace Your Building and Contents, before renewing the Policy.

SCOPE OF COVER UNDER THIS SECTION

What is Covered	What is not Covered
Damage caused by or as a consequence of: Fire and Perils a) Fire resulting from explosion or otherwise;	Damage caused by or as a consequence of: We will not cover spontaneous combustion, fermentation, heating or any process involving the direct application of heat. This exclusion shall be limited to the item or items immediately affected and shall not extend to other property Damaged as a result of spontaneous combustion, fermentation, heating or any process involving the direct application of heat. This clause shall not apply where Damage is caused by the radiant heat of a fire event not otherwise excluded.
b) Lightning;	
c) Attempts by civil authorities to prevent the spread of fire;	
d) Impact by: i. vehicles designed primarily for use on land; ii. animals, but not Damage by eating, chewing, clawing or pecking by animals or birds; iii. trees or branches of trees. This cover includes the costs associated with the removal and	We will not cover the cost of removing or lopping fallen trees or branches that have not Damaged Your Building or Contents.

What is Covered	What is not Covered
disposal of the trees or branches that caused the Damage; iv. communication masts, towers, antennae to satellite dishes; or v. watercraft	
e) Storm, named storm, tempest, lightning, rainwater, snow, sleet, wind or hail including Damage; i. to gates, fences, retaining walls, subject to a maximum limit of $25,000 any one event; ii. to shade sails, shades, shade cloths, plastic awnings and blinds subject to a maximum limit of $50,000 any one event. If the shade sail, shade, shade cloth, plastic awning or blind is more than 5 years old, We will calculate the current value by deducting 10% for each year of age up to a maximum of 80% from the replacement value. This depreciation will not be applied to labour costs; iii. to property in the open air subject to a maximum limit of $10,000 any one event unless such property is a permanent structure designed to function without the protection of walls or roof; f) Water, liquids or substances discharged, overflowing or leaking from: i. refrigerators, freezers, dishwashers and washing machines; ii. any drain, fixed pipes, roof gutters or guttering and rainwater downpipes, drainage and sewer systems; iii. fixed tanks; iv. permanently installed swimming pools and spas; v. waterbeds; vi. baths, sinks, toilets and basins; vii. fixed heating or cooling system; viii. water main, fire hydrant or water supply pipe; ix. an aquarium.	We do not cover Damage: i. caused by water from or action of the sea, tidal wave, storm surge, high water, Flood; ii. caused by erosion, Subsidence, landslide, collapse or any other movement of earth; iii. caused by or resulting from Water seeping, percolating or otherwise penetrating into the Buildings as a result of inherent vice, structural defects, faulty design or faulty workmanship in their construction; or iv. caused by Water entering Buildings through an opening in the wall or roof made for the purpose of alterations, additions, renovations or repairs. v. to a sporting surface or court; vi. to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the storm, named storm or tempest; vii. to swimming pools or underground tanks caused by Water leaking down the sides against the sides or getting underneath them. We do not cover loss or Damage caused: a) by or resulting from Water seeping, percolating or otherwise penetrating into the Buildings as a result of structural defects, faulty design or faulty workmanship in their construction; b) by Water entering Buildings through an opening in the wall or roof made for the purpose of alterations, additions, renovations or repairs; c) by leaks from agricultural pipes; d) by liquid from a watering system or hose;

What is Covered	What is not Covered
	e) to retaining walls; f) to or by a leaking shower floor or base, shower cubicle walls, shower glass screening or doors. g) by broken, worn or aged tiles or grouting in walls in bathrooms, kitchens or laundries unless the Damage is caused by liquid leaking from pipes in walls or floors (not forming part of a shower cubicle, floor or base); We will not cover: a) the cost of repairing or replacing the item from which the liquid escaped; b) any costs if You repair or renovate a damaged area before we can inspect it and find the cause
g) Explosion; h) Earthquake, subterranean fire or volcanic eruption, tsunami. Earthquake, subterranean fire or volcanic eruption, tsunami occurring during any period of 72 consecutive hours would be considered one event. i) Impact by aircraft or other aerial devices or articles dropped there from, sonic boom; j) Riot, civil commotion, strikes or locked out workers or persons taking part in labour disturbances or Damage occurring as a result of vandalism by persons not being tenants (including Damage or destruction to, but not loss of, property caused by Theft or any attempt thereat) or as a result of the actions of any lawfully constituted	We will not cover: a) the cost of repairing or replacing the tank or container that exploded; b) Damage to boilers (other than boilers used for domestic purposes only), economisers, vessels under pressure or their contents resulting from their own explosion

What is Covered	What is not Covered
authority in connection with the foregoing acts but not by: i. cessation of works whether total or partial; or ii. cessation, interruption, or retarding of any process or operation as a direct result of strikes, labour disturbances or locked out workers.	

DEFINITIONS APPLYING TO THIS SECTION

The following definitions apply to this Policy Section:

1. **Buildings** means the property at the Situation belonging to You or for which You are legally responsible, or for which You have assumed a responsibility to insure, described below:

   a. The building together with outbuildings (including flammable goods stores), foundations, annexes and gangways;

   b. Fixed coverings to walls, floors and ceilings but excluding fixed carpets;

   c. Fixed outdoor play equipment;

   d. Structural improvements including:
      i. fixtures, lifts elevators, escalators and equipment all permanently fixed and non-portable.
      ii. paths, driveways, car parks, driveway aprons, terraces, walls, gates, fences, letterboxes, signs(attached & detached), walls, floodlights, flagpoles, hoists, gangways, staircases, exterior lights, masts, antennae and aerials, storage tanks including fixed attachments and fixed accessories thereof.
      iii. permanently installed swimming pools, saunas and spas all permanently fixed including fixed attachments and fixed accessories thereof.

   e. Room heaters, stoves, air-conditioners, fans, light fittings and hot water services all permanently fixed and non-portable;

   f. Other fixed (non-portable) apparatus or appliances attached to the gas, plumbing, drainage or sewerage system, or to the electrical system (other than by means of a flexible or tensile cord to a power point);

   g. Pipes, ducts, wires, cables, metres, and switches used in connection with the provision of lighting, heating, cooling, communication, water supply, drainage, sewerage and other services;

   h. Exterior blinds, awnings, shade sails, shade cloths and shades;

   i. Materials and supplies owned by You and intended for use in the construction, erection, repair of, or alteration and addition to, the building to an amount not exceeding ten per cent (10%) of the Building Sum Insured or the amount specified in the Schedule;

j. Tanks above or below ground;

k. Fire extinguishment equipment or electronic surveillance equipment installed in or on the building.

Buildings does not include:

i. Property undergoing construction or erection or property comprising alterations or additions or repairs when the value of all such work undertaken exceeds 10% of the Buildings Sum Insured or the amount specified in the Schedule; or
ii. Buildings undergoing demolition.

2. **Computers** means electronic data processing equipment including software programs.

3. **Computer Virus** means unauthorised and, or malicious change or deletion of data elements or program logic form, or introduction of instructions, program logic or malicious code, whether or not self-propagating, that is directed solely at the Your computer system, including both on and offline input and output, processing, storage, and communications facilities.

4. **Contents** means items belonging to You or for which You are legally responsible, or have assumed a responsibility to insure, described below:

a. Utensils of trade, non- fixed or portable equipment including play equipment, office equipment, Safes, Strongrooms, fire extinguishment equipment, portable fire extinguishment equipment and portable electronic surveillance equipment;

b. Furniture, furnishings, carpets, curtains, internal blinds, loose floor coverings, household goods;

c. Clothing and personal effects;

d. Portable electronic equipment other than electrical equipment in clauses a, j, and k;

e. Swimming pools, spas and saunas and including their fixed accessories which are designed to be dismantled and moved;

f. Unregistered mechanically or electrically propelled vehicles;

g. Motor or trail bikes with an engine capacity of up to 125cc which are not registered or do not require statutory bodily injury cover to be taken out;

h. Watercraft consisting of:
i. Surfboards, sailboards, surf skis, canoes, kayaks or
ii. Other non-motorised watercraft less than 3 meters in length;

i. Bicycles;

j. Sporting equipment but not whilst in use;

k. Model aircraft including drones but not whilst in use;

l. Computer equipment, including portable computers and associated hardware and software which are used for either personal or the Business Activities noted in the Schedule;

m. Tools, instruments and equipment used for personal purposes and/or for business purposes in respect of the Business Activities noted in the Schedule

n. Where You are the tenant of leased or rented premises:
    i. landlord's fixtures and fittings other than breakage of glass for which You are liable under the terms of a lease or similar agreement; and
    ii. fixtures and fittings, or materials and supplies intended for use in the construction of fixtures and fittings, installed or to be installed for Your own use.

o. Documents, manuscripts, business books but only for their value as stationery;

p. Patterns, models, moulds, designs;

q. Unused books, books of reference, stationery;

r. Advertising material and display equipment;

s. Stock and/or merchandise incidental to Your business; and

Contents with specified limits of cover:

a. Tools of trade excluding motor vehicles, used for business, trade or professional purposes other than the Business Activities noted in the Schedule whilst at the Situation and consisting of:
    i. Computers (including portable computers) and associated hardware and software, furniture and other contents of an office up to a total limit of $10,000;
    ii. Tools, instruments and equipment up to a total limit of $2,500;

b. Jewellery, watches or an item containing gold and/or silver up to a total limit of $2,500 for any one item, pair, Set or collection unless they are separately listed in the current Schedule as Specified Contents;

c. Contents items consisting of: a document/s; a collection or set other than referred to in b); a curio; a picture; a painting or other work of art; an oriental rug or carpet or similar rug or carpet. We will not pay more than $2,000 any one item or $5,000 any one event unless they are separately listed in the current Schedule as Specified Contents;

d. Accessories and/or spare parts of motor vehicles, farm vehicles, caravans, trailers, watercraft or aircraft which are not fitted to or are not being used with a motor vehicle, farm vehicle, caravan, trailer, watercraft or aircraft up to a total limit of $2,000. We will not cover these accessories and/or spare parts which are fitted to or are being used with a motor vehicle, farm vehicle, caravan, trailer, watercraft or aircraft.

Contents does not mean:
    i. Specified Contents specified in the Schedule;
    ii. Portable Contents specified in the Schedule;
    iii. Any living creature or organism;
    iv. Growing crops or pastures;
    v. Bullion or money

5. **Debris** means the residue of Damaged Property Insured including any material that is itself a pollutant or contaminant and which is deposited beyond the boundaries of the Situation.

6. **Electronic Data** means facts, concepts, code and information converted to a form useable for communications, interpretations or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing, transmission, storage and manipulation of data or the direction and manipulation of such equipment.

7. **Removal of Debris** means:

   a. the removal, storage and disposal of Debris and of anything that has caused insured Damage, from the Situation;

   b. the removal, storage and disposal of Debris from premises, roadways, services, railways or waterways owned by any other person or entity, where You are liable at law to remove, store or dispose of such Debris as a result of insured Damage, together with the cost of cleaning up, but provided that such liability has not arisen as a result of any agreement made by You unless liability would have attached in the absence of such agreement;

   c. the demolition, dismantling, shoring up, propping or underpinning of Property Insured or the carrying out of other temporary repairs to Property Insured as a result of insured Damage; and

   d. the demolition and removal of Property Insured that is necessary for the purpose of repair or replacement as a result of insured Damage.

8. **Set** means a group of similar or related items that belong together

ADDITIONAL BENEFITS APPLYING TO THIS SECTION

Following a claim under this Section for which We have agreed to indemnify You, cover under the Policy is extended to include, but subject to the Limit of Liability specified in this Policy or in the Schedule:

1. Additional cost of temporary accommodation

When You have Building and/or Contents cover under this Policy and in the event that the Situation becomes uninhabitable, We will pay for the additional costs such as rental and other non-Business related costs which You have to incur at the temporary accommodation which are additional to the costs You would have had to incur had You remained living at the Situation.

The most We will pay under this Additional Benefit is:

a. When You have Building cover under this Policy, the rental amount equal to the rentable value of the Building at the Situation prior to it becoming uninhabitable, otherwise the additional cost of rent if the rental value of the temporary accommodation exceeds the rental value of the Situation. The maximum amount we will pay is $100,000

   When You do not have Building cover under this Policy, the maximum amount we will pay is 20% of the Contents Sum Insured.

b. The period we mutually agree is reasonably necessary or 12 months, whichever is the lesser;

c. $500 for the cost of temporary accommodation for Your pets in a commercial boarding establishment;

d. The amount paid will be in addition to the Building and/or Contents sums insured.

We will not pay the additional cost of temporary accommodation if the Situation is not Your primary place of residence.

2. **Alternative premises**
   Contents located for storage purposes only at alternative premises subject to a maximum limit of $10,000.

3. **Architects and Other Fees**
   Architects, surveyors, legal and consulting fees approved by Us (which will not exceed those chargeable under the scales of the various institutes and authorities regulating their charges) incurred and payable to any of the professional persons referred to in this clause in the reinstatement of the Damage to Your property but only to the extent that the Sum Insured on that item is not otherwise exhausted and not including fees incurred to prepare a claim under the Policy, subject to a maximum of 10% of the Building Sum Insured.

4. **Branded Goods**
   Where We admit a claim under this section in respect of, and then salvage, goods and/or merchandise bearing a brand name or Trademark and where such goods and/or merchandise belong to You or are held by You on trust or commission, they shall not be disposed of by sale or auction without Your consent.

   Further, if such consent is not forthcoming, then the Damage will be assessed at the value of the goods or merchandise after removal of the brand name or Trademark.

   This clause is intended to extend to goods sold but not delivered.

5. **Capital Additions**
   Cover for Property Insured at any one situation is extended to include any alterations and additions to Buildings and Contents to an amount not exceeding ten per cent (10%) of the Sum Insured.

6. **Change of Address**
   When You have Contents cover under this Policy and You are permanently moving to a new Situation within Australia, we will cover Your Contents during the Period of Insurance while they are contained at Your current Situation and at Your new Situation for up to 30 days from the date You begin to move Your Contents, provided You notify Us with details of the new Situation to be insured within 14 days after You have moved to Your new Situation.

7. **Contents in a safe deposit box at a bank**
   When You have Contents cover under this Policy, We will cover Your Contents when they are kept in a safe deposit box at a bank for Accidental Damage where this Optional Additional Benefit is noted in the Schedule or Damage. We will not pay more than $2,000 for any one item, pair, Set or collection consisting of jewellery, watches or items containing gold and/or silver.

   We will pay up to 20% of the Contents sum insured for all other Contents.

   We will not cover loss or Damage to Your title deeds under this Additional Benefit as specific cover applies for this item.

8. **Continuation of cover when You are selling Your Buildings**
   When You have Building cover under Section 1 Property and a contract of sale of Your Building has been entered into, We will cover You for loss or Damage to Your Building up to Your Building's sum insured, until such time as the sale is completed or the purchaser takes possession of Your Building, whichever occurs first.

9. **Cost of Clearance of Drains**
   The costs of clearance of drains including expenses incurred in clearing and/or repairing drains, gutters, sewers and the like, at the property hereby insured, consequent upon Damage recoverable hereunder (up to a maximum of $10,000).

10. **Discharge of Mortgage**
    Where the Sum Insured is not otherwise exhausted, We will pay for the legal costs to discharge a mortgage or mortgages on Buildings only, but only where such discharge is rendered necessary as a direct result of a claim for which We have agreed to indemnify You. The most We will pay under this Additional Benefit is $5,000.

11. **Emergency Evacuation**
    The costs and expenses incurred by You for emergency evacuation of the Property Insured in consequence of a peril insured against by this Policy or where the evacuation is in connection with Damage to the Property Insured and is ordered by a competent public authority authorised to prevent or restrict access to the Property Insured (up to a maximum of $25,000).

12. **Employees/Volunteers/Work Experience Students/Guests/Visitors/Domestic Helpers Tools, Equipment, Personal Effects and Clothing**
    When You have Contents cover under this Policy, We will cover clothing, tools, equipment and personal effects (excluding electronic devices), not otherwise insured, belonging to the: employees, volunteers or work experience students of Your Business; guests, visitors or domestic helpers, whilst at the Situation, not exceeding $5,000 for any one insured event.

13. **Environmental benefits**
    If in the event Your Building is totally destroyed by an event insured under this Policy and We have agreed to rebuild Your Building, We will pay up to $5,000 of the cost to You after any government rebate has been deducted for the following:

    a. Rainwater tank;

    b. Solar power systems;

    c. Grey water recycling system.

       Including apparatus and installation costs.

    This payment is in addition to the Building Sum Insured.

14. **Exploratory Costs**
    We will pay for the reasonable exploratory costs You necessarily incur in locating the source of the bursting, leaking, discharging or overflowing of tanks, apparatus or pipes used to hold or carry liquid of any kind, subject to a maximum of $5,000.

    We will also pay for reasonable costs incurred in:

    a. repairing the area of Your Insured Property damaged by such exploratory work;

    b. Repairing or replacing the defective part or parts of such tanks, apparatus or pipes, to a limit of $1,000;

    c. rectifying contamination damage or Pollution damage to land at Your Situation caused by the escape of liquid, to a limit of $1,000.

We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a Building defect, Building movement, faulty workmanship, rust, oxidation, corrosion, Wear, Tear, gradual corrosion, gradual deterioration, Earth Movement or by trees, plants or their roots.

15. Fire Extinguishment & Emergency Services Costs

Costs and expenses, up to $25,000, incurred:

a. in extinguishing fire at or within 1km of, and threatening to involve the Property Insured;

b. in preventing or diminishing imminent Damage to the Property Insured;

c. in gaining access consequent upon Damage to the Property Insured;

d. in the replenishment of fire fighting appliances and apparatus;

e. for the purpose of shutting off the supply of water or other substances that are accidentally discharged from any fire protective equipment or otherwise;

f. in the Removal of Debris from the Situation by Fire Brigade Services;

g. for which You are liable to any Fire Brigade Service;

h. for which You are liable under any Fire Brigade legislation or similar legislation following circumstances described in (a) above; or

i. in respect of Damage to employees' clothing and personal effects.

Payment under this Additional Benefit is not dependent on Damage to Property Insured.

16. Landscaping

Loss or Damage to Landscaping (up to a maximum of $5,000 any one event) which includes trees shrubs plants, and lawns resulting from Fire and Perils.

17. Rewriting of Records

If the claim is in respect of Damage to Contents, the costs associated with the rewriting, reconstructing and restamping of Your records and books of accounts. The most We most will pay under this Additional Benefit is $2,000.

18. Removal of Debris and Temporary Repairs

Cost of Removal of Debris, demolition, dismantling and any temporary repairs necessary (including Your legal liability for the cost of Removal of Debris, demolition, dismantling and any temporary repairs in regard to adjoining premises, property, services, roadways, waterways, as well as at the Situation) as a direct result of an insured event up to 10% of the Building Sum Insured.

19. Temporary Protection

The cost of temporary protection (up to a maximum of $5,000) for the safety and protection of the Contents following loss or Damage to the Property Insured.

20. Temporary Removal of Property

Contents whilst temporarily removed from the Situation to another situation anywhere in Australia but excluding:

a. Motor vehicles, motor or trail bikes;

b. Watercraft;

c. Contents that have been removed for a period in excess of ninety (90) days without Our written agreement to continue cover;

d. Contents while in transit during permanent removal from the Situation unless they would be covered under Transit to Your new place of residence;

e. Contents that have been permanently removed from the Situation; or

f. Accessories, extras and/or spare parts of motor vehicles, farm vehicles, caravans, trailers, watercraft or aircraft.

The most We will pay under this Additional Benefit is 20% of the total Sum Insured on Contents but only to the extent that the Sum Insured is not otherwise exhausted.

In respect of Contents in transit or in the open air:

a. Accidental Damage cover does not apply; and

b. Cover is limited to Fire and Perils.

21. Title Deeds

When You have Contents cover under this Policy, We will pay for the cost of preparing new title deeds for Your Situation if Your title deeds are lost or Damaged by an event covered by this Policy while they are at Your Situation or are held in a secure envelope or a safe deposit box at a bank, up to $2,000.

22. Transit to Your new place of residence

When You have Contents cover under this Policy, We will pay for loss or Damage to Your contents caused by:

a. Fire, collision and/or overturning of the conveying vehicle;

We will not pay for:

a. Damage to china, glass, earthenware or other items of a brittle nature;

b. Damage caused by scratching, denting, bruising or chipping; or

c. Loss or Damage otherwise covered by another insurance policy.

23. Veterinary Costs

When You have Contents cover under this Policy and You live at the Situation, We will pay for veterinary expenses related to the treatment of any cat or dog that is owned by You if it is injured in a road accident, up to a maximum limit of $1,000 during any one Period of Insurance.

24. Landlords Cover

The following Additional Benefits only apply if You are a landlord and do not live at the Situation.

a. Landlords contents

When You have Building and/or Contents cover under this Policy, We will pay to repair or replace;

i. Furniture and furnishings other than electrical items;
ii. Fixtures and fittings; or
iii. Carpets, loose floor coverings, curtains and internal blinds,

damaged as a result of an insured event.

The maximum We will pay under this benefit will be up to the Sum Insured nominated in the Schedule.

b. Malicious or Deliberate Acts (applicable whether You have buildings and/or contents cover when insured)

We will pay for loss or Damage caused by Malicious or Deliberate Acts, unless the loss or Damage was caused by:

i. You or Your domestic helpers;
ii. The invitees of You or Your domestic helpers; or
iii. Any person who is acting with Your express or implied consent.

up to the Sum Insured nominated in the Schedule.

The maximum We will pay under this benefit will be up to the Sum Insured nominated in the Schedule.

c. We will not pay for loss or Damage arising from:
   i. Poor housekeeping by Your tenant or a member of their immediate family or invitees of Your tenant; or
   ii. Your tenant or a member of their immediate family or Your tenants invitee's failure to control their children or the tenants failure to control their invitees.

d. We will not pay if the Malicious or Deliberate Act relates to contents which are in the internal or external areas of Common Property of Strata Title properties.

e. Pet Damage caused by domestic pets

We will pay for Damage caused by a domestic pet up to a maximum of $1,000, during any one Period of Insurance provided that:

i. The pet is owned by the tenant
ii. You have agreed for the pet to be at the Property
iii. The pet is noted on the tenant's lease or rental agreement
iv. Where You are legally able to collect a pet bond from the tenant, that the pet bond must be collected and applied to any pet Damage costs prior to making a claim.

We will not pay for Damage that results from:

i. the keeping of reptiles or
ii. birds pecking, scratching or biting.

f. Scorching caused by cigarettes, irons or hot cooking pots/pans.
This cover only applies to:

i. Carpet – but only in the room where the Damage occurs
ii. Bench/vanity tops – but only to the section of the bench/vanity top that was Damaged

Cover will not apply:

i. For Damage to any other item of Building and/or Contents not listed under this Additional Benefit and;
ii. If scorching is Malicious Damage

The most We will pay under this paragraph f) is $1,000 during any one Period of Insurance.

Optional Additional Benefits

Your Schedule will indicate which of the following covers apply:

1. Accidental Damage

We will pay for Damage caused by or as a consequence of Accidental Damage including:

b. Damage to Equipment owned, borrowed or hired by You such as marquees, tents, stalls and other items not belonging to You, (excluding side show/carnival rides and other entertainment equipment unless specifically agreed in writing), whilst in use in connection with exhibitions, festivals and events (up to a maximum of $5,000 any one event).

c. Damage to raffle prizes and donated goods to be used for fundraising events connected with the Business (up to a maximum of $2,000) whilst in Your custody or the custody of any person authorised by You and which occurs away from Your premises but within the geographic limits.

We will not cover:

a. Fire and Perils as defined under the Fire and Perils cover in this section. Anything that is specifically excluded under Fire and Perils is also excluded from this Accidental Damage cover;

b. Theft or any attempt thereat or armed hold-up;

c. breakage of glass;

d. fraudulent or dishonest acts by You or Your employees;

e. Wear and Tear, wasting, fading, scratching or marring, gradual deterioration or gradually developing flaws, deformation, distortion, cracks or partial fractures, normal upkeep or making good;

f. the action of animal, fish, birds, moths, termites or other insects, vermin;

g. rust or oxidisation, mildew, mould, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variations in temperature, evaporation;

h. disease, inherent or latent defect, loss of weight, change in flavour or texture or finish;

i. error or omission in design or plan or specification, failure of design, faulty materials or faulty workmanship, incorrect locating of buildings as a result of incorrect design, plan or specification;

j. demolition ordered by Government, public or local authority as a result of Your failure, or that of Your agents, to comply with any lawful requirement;

k. any order of any government or public or local authority including the confiscation nationalisation requisition repossession or Damage to or of any property;

l. erosion, Subsidence, landslide, collapse or any other movement of earth;

m. testing, intentional overloading or experiments of any kind;

n. welding, grinding, cutting, drilling or shaping, or the application of tools to the property;

o. unexplained inventory shortage, unexplained disappearance resulting from clerical or accounting errors, or shortage in the supply or delivery of materials to or from You;

p. loss induced by trickery;

q. mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any nature;

r. Pollution or Contamination unless arising from a sudden and unforeseen event, provided that we will not cover Pollution or Contamination arising from Meth Contamination as set out in clause 7 Meth Contamination of the General Exclusions;

s. normal settling, seepage, creeping, heaving, vibration, shrinkage or expansion in Buildings, foundations, walls, pavements, roads, and other structural improvements;

t. kidnapping, bomb threat, threat of contamination, hoax, extortion or any attempt at any of these;

u. legal liability of any kind other than as specifically provided for herein;

v. Theft of Money or negotiable securities;

w. property undergoing any process, for example including but not limited to heating, cutting, manipulation, fabrication and assembly, where the Damage results from its being so processed;

x. accidental breakage of glass forming part of any glasshouse or conservatory; or

y. accidental breakage of glass forming part of items such as crockery, porcelain, china, hand mirrors, glassware, crystal or glass in clocks, vases, ornaments, pictures, radios, visual display units or televisions:
   i. while being carried by hand or during use;
   ii. where the fracture does not extend through the entire thickness of the Damaged item; or
   iii. which were in a Damaged or imperfect condition when the Breakage happened.

z. any process of cleaning involving the use of chemicals other than domestic household chemicals

The above exclusions e), i), m), n), q), r), and s) of this cover shall be limited to the item, appliance, unit or machine immediately affected and shall not extend to Damage to other property that would otherwise be covered under this Section.

2. Breakdown of Computers:

We will pay for loss or Damage caused by Breakdown of Computers and Restoration of Software Programs as a direct result of Breakdown of a Computer.

Subject to the date of manufacture of the Computer not exceeding 3 years and Our total liability during any one Period of Insurance not exceeding $10,000.

Breakdown means the sudden and accidental failure of Computers resulting in physical loss of or Damage to the equipment which requires the repair or replacement of the equipment or a part of the equipment.

Breakdown does not mean:

i. Computer Virus;
ii. depletion, deterioration, corrosion or erosion of material;
iii. Wear and Tear;
iv. vibration or misalignment;
v. the functioning of any safety device or protective device; or
vi. the failure of a structure or foundation supporting the equipment or a part of the equipment.

Restoration of software programs does not mean:

i. loss or distortion of electronic data due to defects in the media or as a result of a computer virus;
ii. any consequential loss;
iii. restoration of electronic data other than that which is lost or distorted after the most recent functional back-up.

3. Fusion and Food Spoilage

Cover for the cost:

a. of repairing or replacing any electric motor burned out (up to 15 years old from the date of manufacture) as a result of electric current (up to a maximum of $2,000);

b. of replacing Your frozen or refrigerated food spoiled as a direct result of any electric motor burning out as a result of electric current (up to a maximum of $2,000); and

c. of temporarily hiring a freezer or refrigeration equipment until such time as the repair or replacement of the electric motor referred to in a) or b) above is complete (up to a maximum of $2,000).

We will not cover:

a. Damage for which any manufacturer, supplier, engineer or other person is liable under the provisions of any maintenance or warranty agreement with You; or

b. frozen or refrigerated food that is beyond its use by date.

4. Loss of Rent

a. If Your Buildings become un-tenantable for a period of more than seven (7) days as the result of an event insured by this Policy, We will pay Your loss of rent for a period of up to 26 weeks or until a tenant takes up residence in the Building, whichever payable is the lesser.

The maximum We will pay is:

i. The weekly rent amount paid by the tenant at the time the Building became un-tenantable and no more than $1,000 per week; or
ii. the sum insured shown in the Schedule, whichever is the lesser.

b. Prevention of Access
If other property within 100 metres of Your Building is Damaged by an event insured by this policy and as a sole and direct result You are unable to lease or rent Your property, We will pay Your loss of rent for a period of up to 12 weeks or until a tenant takes up residence in the Building, whichever payable is the lesser.

The maximum We will pay is:

i. The weekly rent amount paid by the tenant at the time the Building became un-tenantable and no more than $1,000 per week; or
ii. the sum insured shown in the Schedule, whichever is the lesser.

We will not pay for the first 48 hours loss of rent.

c. Representation Costs
Following an insured claim for loss of rent, We will also pay for the costs incurred as a result of the Insured's property manager:

i. representing You in court or a tribunal for the purpose of obtaining a court order for eviction against the tenant to the maximum of $500 any one Period of Insurance; and/or
ii. engaging a bailiff/sheriff for the purpose of evicting the tenant to the maximum of $300 any one Period of Insurance.

5. Rent Default

We will pay You for loss of rent if one or more of the following events occurs:

a. Rent default
If Your tenant stops paying rent during the Period of Insurance and fails to make good the arrears after You have issued the appropriate notices as required under the lease or rental agreement of to comply with the requirements of any statutory authority, We will pay Your loss of rent:

i. For a period not exceeding 12 weeks;
ii. Until another tenant takes up residence in the Building; or
iii. Until payment or rent re-commences
whichever amount payable is the lesser.

b. Tenant absconds
If Your tenant vacates the Building permanently during the Period of Insurance without providing verbal or written notice of departure as required under the current lease or rental agreement, We will pay Your loss of rent:

i. For a period not exceeding 12 weeks;
ii. Until another tenant takes up residence in the Building; or
iii. Until payment or rent re-commences

whichever amount payable is the lesser.

In addition, We will also pay for:

i. the removal of rubbish up to a maximum of $2,000, if the property is left in a state unfit for occupation
ii. garden cleanup where garden maintenance is the responsibility of the tenant under the lease or rental agreement up to a maximum of $200.

c. Death of a sole tenant
In the event that the sole tenant dies before the end of their tenancy, We will pay Your loss of rent from the date of their death:

i. For a period not exceeding 12 weeks; or

ii. Until another tenant takes up residence in the Building;
whichever amount payable is the lesser.

d. Tenant hardship

If Your rental agreement or periodic tenancy is legally terminated by a Residential Tenancies Tribunal or other relevant authority on the grounds of hardship on the part of the tenant, We will pay Your loss of rent from when the termination order is issued:

i. For a period not exceeding 12 weeks;
ii. Until another tenant takes up residence in the Building; or
iii. Until payment or rent re-commences
whichever amount payable is the lesser.

We will not pay a claim under this Optional Additional Benefit if:

i. a valid tenancy agreement is not in place between the landlord and the tenant;
ii. A minimum of four (4) weeks bond has not been collected from the tenant;
iii. You or Your managing agent have not made reasonable attempts to collect unpaid rent or find a replacement tenant

Legal Expenses

If We have accepted a claim under 5. Rent Default, We will also pay Your legal expenses up to a maximum amount of $5,000 for each claim for rent default provided these expenses have been incurred with our prior written approval for the purpose of minimising a claim.

How We settle Your Rent Default and Legal Expenses claim

The amount payable under Optional Additional Benefit 5 - Rent Default is calculated by deducting the amount of any bond monies remaining after You have paid allowable re-letting expenses and subject to the Policy conditions.

Temporary Accommodation

If following an insured event the Building cannot be lived and provided You have a fixed date You were due to occupy the premises as an owner/occupier and the premises is tenanted or is between tenants at the time of Damage, We will pay the cost of temporary accommodation until the premises is fit to be lived in to a maximum of $10,000 or 20% of the Building Sum Insured, whichever is the greater.

BASIS OF SETTLEMENT OF CLAIMS

The basis of settlement for claims is Reinstatement or Replacement and extra costs, unless otherwise specified in the Schedule, as follows:

Reinstatement or Replacement means in the case of a Building its rebuilding where destroyed, and in the case of Contents lost or destroyed their replacement with similar property, in either case to a condition substantially the same as but not better or more extensive than their condition when new. Where Buildings or Contents are Damaged in part only, Reinstatement or Replacement means the repair of the Damage and the restoration of the Damaged portion of the Building or Contents to a condition substantially the same as but not better or more extensive than their condition when new.

Indemnity means the cost to replace, repair or rebuild the property destroyed or Damaged to a condition substantially the same as but not better or more extensive than its condition at the time the Damage occurred, making due allowance for depreciation, Wear and Tear and deterioration.

The work of rebuilding, replacing, repairing or restoring as the case may be, must be commenced and carried out as soon as reasonably practicable, failing which, where the delay is not caused by Us or Our agents, We will not pay more than the cost of replacement, repair or rebuilding to a condition equivalent to that immediately prior to the loss or damage. The work may be carried out on another site and in any manner suitable to Your requirements but subject to Our liability not thereby being increased.

Cash Settlement

A cash settlement means an amount of money we offer to settle Your claim. If We offer a cash settlement, We will provide You with information to help You understand how they work and how decisions are made on cash settlements.

When Buildings or Contents are destroyed or Damaged in part only, We will not pay more than the amount We could have been called upon to pay for Reinstatement or Replacement if such Buildings or Contents had been wholly destroyed.

No payment beyond the indemnity value of the loss shall be made until a sum equal to the cost of reinstatement shall have been actually incurred.

Extra Costs

We will pay for the extra cost of reinstatement, including the cost of demolition or dismantling of Damaged Buildings or Contents, incurred to enable compliance with the requirements of any statute or regulation of any municipal or statutory authority operative at the time of the reinstatement. The work of reinstatement (which may be carried out wholly or partially upon another site if the previously mentioned statute or regulation of any municipal or statutory authority so necessitates and provided Our liability is not increased), must be commenced and carried out as soon as reasonably practicable. If not, where the delay is not caused by Us or Our agents, We shall not be liable:

a. to make payment beyond the amount which would have been payable under this Section if this Clause had not been incorporated therein; or

b. for any additional cost incurred in complying with any such requirement which You may have been required to comply with prior to the destruction or Damage.

If the cost of reinstatement of the Damaged Property Insured is less than fifty (50%) per cent of what the cost of reinstatement would have been if such Property had been totally destroyed, the amount We will pay under this Clause will be limited to the extra cost of reinstatement incurred in reinstating only the Damaged portion of the Property. Additional Benefit 10 – Discharge of Mortgage shall not be applied to the amount recoverable under this Clause.

Our liability under this Clause shall not cause Our liability in respect of a claim under Section 1 to exceed the Sum Insured stated in the Schedule in respect of Buildings which are the subject of the claim.

Floor Space Ratio Index (Plot Ratio)

In the event of a Building being declared a total loss or constructive total loss following Insured Damage, and, following the exercise of powers or authority by any government department, local government authority or statutory authority, reinstatement of such Insured Damage is limited or restricted by any statute or regulation of any such authority, resulting in the reduction of the floor space ratio index (plot ratio) of the site, We shall pay in addition to any amount payable for reinstatement of such Building the difference between the actual cost incurred in reinstatement in accordance with a reduced floor space ratio index (plot ratio) and the cost of reinstatement which would have been incurred had a reduced floor space ratio index not been applicable. Any payment by Us under this clause shall only be made after the said difference has been ascertained upon completion of the reinstatement referred to above, and after Your architect has duly certified the relevant amount.

Our liability under this Clause shall not cause Our liability in respect of a claim under Section 1 to exceed the Sum Insured stated in the Schedule in respect of Buildings which are the subject of the claim.

SECTION 2. BUSINESS INTERRUPTION

This Section forms part of the Policy only if so shown in the Schedule and, if so, must be read together with the General Definitions, General Conditions, General Exclusions, terms and limitations of the Policy, together with the current Schedule.

DEFINITIONS APPLYING TO THIS SECTION

Gross Income means the money paid or payable to You for goods sold and/or services rendered or for rental received or payable (plus outgoings as defined or specified in any lease) to You in the course of the business less the purchase cost of stock.

Indemnity Period means the period beginning with the occurrence of the Damage and ending not later than the number of months stated in the Policy Schedule during which the results of the business shall be affected in consequence of the Damage.

Outstanding Accounts Receivable means the total amount owed to the business by customers as at the end of the month immediately prior to the date of the Damage adjusted for:

a. bad debts;

b. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of Damage) to customers' accounts in the period between the date to which the last statement relates and the date of the Damage; and

c. any abnormal condition of trade which had or could have had a material effect on the business, so that the figured thus adjusted shall represent as nearly as reasonably practicable those which would have been attained at the date of the Damage had the Damage not occurred.

Standard Income means the gross income during that period corresponding with the indemnity period in the twelve (12) months immediately before the date of the Damage, adjusted to reflect the trend in the business and any other circumstances in order to arrive at the same result that would have been obtained had the Damage not occurred.

COVER UNDER THIS SECTION

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

Property Insured under Section 1 of this Policy for which a claim has been paid or liability admitted, or such claim would have been paid or liability admitted but for the application of an Deductible; or

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

Gross Income

Where Gross Income has been selected, the amount payable as indemnity shall be:

a. In respect of reduction of Gross Income, the amount by which the Gross Income earned during the indemnity period shall in consequence of the Damage fall short of the Standard Income.

b. Additional expenditure incurred with Our consent for the sole purpose of avoiding or diminishing the reduction in the Gross Income of the business caused by the loss or Damage. The amount expended shall not exceed the reduction in Gross Income thereby avoided (less expenses saved as a result of the Damage).

Increased Cost Of Working
We will also pay the additional expenditure, not otherwise recoverable under any other cover option in this Section, You incur to minimise the effect of the loss or Damage to the Business during the Indemnity Period.

ADDITIONAL BENEFITS UNDER THIS SECTION

Following a claim under this Section for which We have agreed to indemnify You, the Insurance is extended to include:

1. **Premises in the Vicinity (Prevention of Access)**
   We will cover You for interruption to Your Business that is solely and directly caused by or results from Damage to property within 1 kilometre of the Situation which shall prevent or hinder the use of or access to the Situation provided that:

   a. the Damage to Property would have been covered under Section 1 – Property if the property causing the hindrance of use had been insured under that cover section;

   b. the Damage prevents or hinders the use of or access to the premises;

   c. the Damage results in interruption of or interference with Your Business.

   We will not pay more than $100,000 or twenty per cent (20%) of the Sum Insured for Gross Income, whichever is the lesser, in respect of loss resulting from such interruption or interference.

2. **Unspecified Suppliers' and Customers' Premises - Australia**
   We will treat Damage to unspecified property at the premises:

   a. of Your suppliers, manufacturers or processors of component goods, materials or services which supply the Business directly (other than those services provided by any utilities); or

   b. of customers of goods or materials or services; or

   c. at storage premises neither owned nor operated by You where You store goods or materials, all within the Commonwealth of Australia as Damage for the purpose of this cover section. We will not pay more than $100,000 or twenty per cent (20%) of the Sum Insured for Gross Income, whichever is the lesser, in respect of loss resulting solely and directly from such interruption or interference at suppliers' premises.

3. **Utilities**
   We will treat Damage to the following utilities:

   a. any electricity power station or substation; or

   b. gas works; or

   c. water supply or sewerage works; or

d. any telecommunications system that is land-based within Australia and supplies Your business;

as Damage for the purposes of this Policy section, if the following apply:

a. the Damage would have been covered under the Business Property cover section if such Damage had been to Property Insured under that Policy section;

b. the Damage results in hindering or stopping the supply of electricity, gas, water or sewage or telecommunications to the premises; or

c. the Damage solely and directly results in interruption of or interference with Your business.

We will not pay more than $100,000 or twenty per cent (20%) of the Sum Insured for Gross Income, whichever is the lesser, in respect of loss resulting from such Damage to utilities.

We will not pay for the first 48 hours under Additional Benefits 1 to 3.

Nor by reason of this or the combined operation of this clause and any other clauses in this Section, shall We be obliged to pay more than the Sum Insured for Gross Income in any one Indemnity Period or during the term of this Policy.

SECTION 3. BURGLARY

This Section forms part of the Policy only if so shown in the Schedule and, if so, must be read together with the General Definitions, General Conditions, General Exclusions, terms and limitations of the Policy, together with the current Schedule.

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

DEFINITIONS APPLYING TO THIS SECTION

1. Contents means the items belonging to You or for which You are legally responsible, or have assumed a responsibility to insure, described below:

    a. furniture, furnishings, carpets, curtains and internal blinds;

    b. utensils of trade, non-fixed or portable equipment including play equipment, office equipment, Safes, Strongrooms;

    c. computers, all equipment connected to and operating from Computers, and all disks, tapes, cards or other materials used for storing data;

    d. advertising material and display equipment;

    e. where You are a tenant of leased or rented premises;
        i. landlord's fixtures and fittings for which You are liable under the terms of a lease or similar agreement;
        ii. fixtures and fittings, or materials and supplies intended for use in the construction of fixtures and fittings to be installed for Your own use;

    f. where You are a landlord and You have:
        i. Contents cover under this Policy:
            - furniture and furnishings other than electrical items;
            - carpets, loose floor coverings, curtains and internal blinds
        ii. Building and/or Contents cover under this Policy:
            - fixtures and fittings;

    g. fixtures and fittings;

    h. documents but only for their value as stationery;

    i. patterns. models, moulds, designs;

    j. unused books, books of reference, stationery;

COVER UNDER THIS SECTION

The items shown in the Schedule are insured whilst within the Property Insured, against Damage (other than breakage of glass) caused by:

1. Theft or attempted Theft, consequent upon forcible or forcible and violent entry into the Premises;

2. Theft or attempted Theft occurring outside Business Hours, by a person having been feloniously concealed on the Premises, provided that there is evidence of forcible and violent exit from the Premises;

3. Theft, consequent upon threat of immediate violence or violent intimidation;

4. Armed hold-up at the Situation;

5. Theft, fraud or dishonesty by any of Your employees provided that the loss is discovered within twenty one (21) days of its occurrence and Our Limit of Liability during any one Period of Insurance in respect of all such loss shall not exceed $1,000, but not any loss by Theft in which any member of Your household is involved as a principal or accessory or Theft from any open space whether fenced or unfenced outside the walls of any building at the Situation;

6. Theft of Property Insured located in the open air (up to a maximum of $5,000); and

7. If You are a landlord, Theft by Your tenant or invitees of Your tenant. The amount payable is calculated by deducting the amount of any bond monies remaining after You have paid allowable re-letting expenses and subject to the Policy conditions.

The items shown in the Schedule are insured subject to the conditions of this Policy whilst located for storage purposes only at an alternative premises up to a maximum of $10,000 any one claim.

ADDITIONAL BENEFITS UNDER THIS SECTION

Following a claim under this Section for which We have agreed to indemnify You, the Insurance is extended to
include:

1. Theft Without Forcible Entry
   Subject to the Sum Insured not being otherwise exhausted We will indemnify You for losses of Contents resulting from theft without forcible and violent entry to the premises at the Situation up to an amount of $5,000;

2. Temporary Protection
   The cost of temporary protection (up to a maximum of $5,000 any one claim) for the safety and protection of the Contents following insured loss or Damage to the premises at the Situation;

3. Replacement Locks
   The cost of replacing locks and keys which secure external doors, windows and other openings of the buildings at the Situation, the keys for which are stolen during the Period of Insurance but such locks must be replaced with locks of a similar type and quality. We will not pay more than $2,000 under this Clause in any one Period of Insurance;

4. Employees/Volunteers/Work Experience Students, guests, visitors or domestic helpers, Tools, Equipment, Personal Effects and Clothing
   The cost of employees', volunteers', work experience students' tools, equipment, personal effects (excluding electronic devices) and clothing not otherwise insured against Theft whilst at the Situation up to the sum of $5,000 or the amount shown in the Schedule, whichever is the greater;

5. Customers goods for which You are legally liable which are held at the premises at the Situation up to an amount of $1,000 any one claim;

6. Temporary cover, on the same basis as set out in this Section, at new premises first occupied by You during the Period of Insurance and not for more than 30 days from the first date of such occupation;

7. Temporary removal of Property Insured from its location at the premises and situated in another building within Australia (to a maximum of 20% of the Sum Insured under this Section) excluding:

   a. stock held by others on consignment;
   b. money;

   c. directors or employees tools, equipment, personal effects and clothing; and

   d. theft without forcible entry into the building at the other location;

8. Transit to Your new Situation
   From the conveying vehicle while they are in transit by land within the same State or Territory as Your current Situation or within 100 kilometres of Your current Situation to Your new intended Situation to or from a furniture storage facility whichever is the greater distance; and

9. When You have Contents cover under this Policy, We will cover Your credit card or other automatic teller machine card up to a maximum of $5,000 any one occurrence if it is stolen during the Period of Insurance and You are legally liable to pay for credit given to anyone who has stolen Your card during the Period of Insurance

CONDITIONS APPLICABLE TO THIS SECTION

Burglar Alarm Systems

Where the situation is protected by a burglar alarm system, You must ensure that:

1. the burglar alarm system is made fully operative whenever the premises are left unattended; and

2. You exercise all due care to maintain all burglar alarm systems under Your control so that they are in good working order at all times.

If You do not meet both of these conditions, We may refuse to pay, or reduce the amount We pay for, any claim.

EXCLUSIONS

We will not cover:

1. Money, documents, patterns, models, moulds, plans or designs (unless stated in the Schedule), tobacco, cigarettes or cigars; or

2. loss, destruction or Damage due to, or sustained by or through Theft or any attempted Theft, or any act of fraud or dishonesty committed by any:

   a. members of Your family;

   b. persons in Your service, other than loss or destruction or Damage through Theft or any attempted Theft committed by persons in Your service following forcible and violent entry by such persons to the Premises;

   c. loss, destruction or Damage if the Premises become unattended and remain so for any period of more than sixty (60) consecutive days, unless Our written agreement to continue cover has been obtained prior to the loss;

   d. loss, destruction or Damage as a result of trickery; or

e. Theft by Your tenant if:
    i. a valid tenancy agreement is not in place between the landlord and the tenant;
    ii. A minimum of four (4) weeks bond has not been collected from the tenant;
    iii. You or Your managing agent have not made reasonable attempts to collect unpaid rent or find a replacement tenant.

SECTION 4. MONEY

This Section forms part of the Policy only if so shown in the Schedule and, if so, must be read together with the General Definitions, General Conditions, General Exclusions, terms and limitations of the Policy, together with the current Schedule.

The most We will pay during any one Period of Insurance or for any claim arising out of one event or series of events arising directly or indirectly from one source or original cause, for each item specified in the Schedule, is the Sum Insured shown in the Schedule for that item.

COVER UNDER THIS SECTION

We will pay to You or on Your behalf (up to a maximum of $1,000, unless a higher Money Sum Insured is stated in the Schedule) the value of Money belonging to You and/or Your Business in the event of loss of or Damage to such Money:

1. in Your personal custody and/or that of persons authorised by You whilst in transit to or from Your private residence and/or that of persons authorised by You to and from Your bank or whilst such Money is contained in the night safe of any bank where You normally transact business or when being made up for banking.

   Provided that Our liability for Money in night safes shall cease at bank closing time on the next business day following deposit therein, and, in the case of Money drawn as wages and/or salaries and carried by You and/or persons authorised by You also whilst on the premises at the Situation, shall cease when the Money is paid away.

2. on the premises at the Situation.

ADDITIONAL BENEFITS UNDER THIS SECTION

Following a claim under this Section for which We have agreed to indemnify You, the Insurance is extended to include:

1. Collusion or Act Of Fraud: Cover of $1,000 during any one Period of Insurance for loss by or through the collusion in any act of fraud or dishonesty by any of Your employees or officers.

EXCLUSIONS

We will not pay for:

1. shortages resulting from clerical or accounting errors or loss due to errors in receiving or paying out;

2. loss not discovered within fifteen (15) working days after its occurrence;

3. any act of fraud or dishonesty by You or that of any member of Your family, directors or partners;

4. loss of Money exceeding $1,000 during any one Period of Insurance by or through the collusion in any act of fraud or dishonesty by any of Your employees;

5. loss destruction or Damage to Money carried by professional money carriers, professional carriers or common carriers; or

6. loss from an unattended vehicle.

SECTION 5. GLASS

This Section forms part of the Policy only if so shown in the Schedule and, if so, must be read together with the General Definitions, General Conditions, General Exclusions, terms and limitations of the Policy, together with the current Schedule.

DEFINITIONS APPLYING TO THIS SECTION

1. **Breakage** means:

   a. for any plate of sheet glass or porcelain, a fracture extending through the entire thickness of the glass or porcelain; and

   b. for laminated glass, a fracture extending through the entire thickness of a lamination

   but not:

   i. any other Damage or disfiguration; or
   ii. caused by or in consequence of fire or artificial heat.

2. **External Glass** means external fixed glass forming part of the premises and any shatter resistant or reflective film affixed thereto.

3. **Internal Glass** means:

   a. all fixed internal glass, sinks, wash basins and sanitary ware and mirrors (other than hand mirrors) whilst in the Premises; and

   b. showcase frames, display cabinets and counter frames in the premises,

   but does not include:

   i. glass forming part of stock in trade or merchandise;
   ii. glassware, crystal, crockery or china; or
   iii. imperfect glass.

4. **Signs** means glass or plastic that forms part of a sign.

COVER UNDER THIS SECTION

We will indemnify You in the event of Breakage of the glass up to the limits shown in the Schedule.

ADDITIONAL BENEFITS

Where We have admitted a claim under this Section, Section 5 extends to cover up to $1,000 for each of the following benefits:

1. replacing sign writing or ornamentation affixed to the broken Glass.

2. temporary shuttering, boarding up or other protection reasonably necessary for the safeguarding of the Premises or contents therein, pending replacement of the broken Glass.

3. replacing Damaged window frames and tiled shop fronts, but with due allowance for Wear and Tear.

4. the value at cost, of the contents destroyed or Damaged by broken glass following the breakage of glass where such breakage constitutes an admissible claim under this section, less any amount realised from the sale of any salvage.

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

SETTLEMENT OF CLAIMS

In the event of a Breakage of Glass as shown in the Schedule We will, either:

1. replace the broken Glass in compliance with the requirements of Standards Australia and/or any Statutory Authority; or

2. pay the cost of replacement of such glass.

EXCLUSIONS

Unoccupied Premises
We will not pay a claim where the Premises becomes unoccupied and remain so for any period of more than sixty (60) consecutive days, unless Our written agreement to continue the cover has been obtained.

SECTION 6. PORTABLE CONTENTS

This Section forms part of the Policy only if so shown in the Schedule and, if so, must be read together with the General Definitions, General Conditions, General Exclusions, terms and limitations of the Policy, together with the current Schedule.

Our total liability during any one Period of Insurance, will not exceed:

a. in respect of each item, the Sum Insured shown in the Schedule for that item; or
b. in respect of unspecified items, the replacement value not exceeding the maximum amount payable per item and the amount in total shown in the Schedule.

DEFINITIONS APPLYING TO THIS SECTION

Portable Contents means the items of property owned by You or for which You are legally responsible and which are described in the Schedule including any accessories or carrying cases.

Loss means Damage caused by or arising from a sudden and unforeseen accident.

COVER UNDER THIS SECTION

We will pay for Loss of Portable Contents happening anywhere in Australia.

BASIS OF SETTLEMENT

1. We may repair or replace any lost or Damaged Portable Contents, or pay the lesser of the amount of the Loss up to the market value, or the Portable Contents Sum Insured stated in the Schedule.

2. We will not pay for the cost of any alterations, improvements or overhauls carried out on the occasion of repair or replacement resulting from a Loss.

3. Where the Loss is confined to part of the item of Portable Contents, We shall pay for the repair or replacement of that item plus the cost of any dismantling and reassembling necessary.

4. Where the item of Portable Contents that has been lost or Damaged is one of a pair or part of a set, We shall only be liable to pay for the repair or replacement of the lost or Damaged item.

EXCLUSIONS

1. We will not pay for Loss directly or indirectly caused by:

   a. Mechanical or electronic breakdown or derangement unless as a consequence of a Loss;

   b. Cracking, scratching or breakage of glass or fragile items or surfaces unless as a consequence of Loss;

   c. Rust or oxidisation, mildew, mould, moths, vermin, insects, change of colour, or any process of heating, drying, cleaning, dyeing or alteration to the item of Portable Contents;

   d. The action of light or atmospheric conditions or gradually developing conditions, vibration, Wear and Tear or depreciation;

   e. Dishonesty by You or others to whom the item of Portable Contents may be delivered, entrusted, loaned or rented;

f. Action of the Sea, tidal wave, high water or Flood.

2. We will not pay for Loss of mobile phones, stock and/or merchandise

3. We will not pay for Loss of Money.

4. We will not pay for Loss of sporting equipment, mobile aircraft or drones while in use.

5. We will not pay for Loss of unattended Portable Contents in the open air

6. We will not pay for Theft of Portable Contents from a vehicle unless the vehicle was locked and Theft was consequent upon forcible entry which causes visible Damage to the vehicle

SECTION 7. MACHINERY BREAKDOWN

This Section forms part of the Policy only if so shown in the Schedule and, if so, must be read together with the General Definitions, General Conditions, General Exclusions, terms and limitations of the Policy, and with the current Schedule.

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

DEFINITIONS APPLYING TO THIS SECTION

1. **Breakdown** means unforeseen and sudden Damage to Machinery, which requires repair or replacement to enable normal working to continue.

2. **Insured Item** means all electrical, electronic and mechanical machinery used by You in the Business.

3. **Machinery** means electric, electronic, mechanical or hydraulic machinery together with associated controls belonging to You or for which You are responsible or have assumed a responsibility to insure, but does not include:

    a) wiring, fittings and outlet sockets of electric lighting or electric power circuits;

    b) computers, office machines and portable and/or hand-held electronic equipment;

    c) telephone and closed circuit television installations;

    d) any Mobile Machinery, vessel, craft or thing made or intended to fly, float or travel, or stored in or mounted upon such Mobile Machinery, vessel, craft or thing;

    e) gaming, gambling, amusement, vending and/or coin/card operated machinery, or audio or visual entertainment equipment;

    f) research, diagnostic and electro-medical equipment,

    unless specified in the Schedule.

COVER UNDER THIS SECTION

The Machinery for which a Sum Insured is shown in the Schedule is insured whilst at the Situation for Breakdown.

ADDITIONAL BENEFITS

Following a claim under this Section for which We have agreed to indemnify You, the Insurance is extended to include:

Where an item of Machinery not already insured under this Section is commissioned during the Period of Insurance, We will extend cover to that item in terms of this Section after it has been commissioned, provided that:

a. such item is free of material defect and in sound working condition at the time it is commissioned as far as You are aware;

b. such item must not be operated until You have met any statutory requirements for inspection and/or certification of the item; and

c. You pay Us such additional premium as We may require. The addition of any item does not alter the Sum Insured stated in the Schedule.

1. We will pay up to $1,000 for the cost of hiring temporary machinery or the cost of effecting temporary repairs or expediting permanent repair including overtime working or the use of express or air freight, if the Sum Insured is not otherwise exhausted.

2. Deterioration of refrigerated goods due to Breakdown and/or the failure of public supply services resulting from any Deliberate Act by the supply authority not performed for the sole purpose of safeguarding life or protecting any part of the public supply system (up to a maximum of $1,000).

BASIS OF SETTLEMENT

We will pay for:

1. The cost of replacement of the damaged item where the damaged item cannot be repaired, or the cost of restoring the damaged item to its former working order but not the cost of any alterations, additions, improvements, modifications or overhauls. Where the lost or Damaged components or manufacturer's specified parts are no longer available due to obsolescence, the Basis of Settlement will be the cost of providing alternative suitable components equal to but not better than the original component being substituted;

2. The cost to replace insulating oil from transformers or capacitors, or to replace oil and refrigerant gas from air conditioning units, but only where incurred as a result of Breakdown;

3. The cost of dismantling and re-erecting necessary to complete the repairs;

4. Ordinary freight costs to and from a repair shop;

5. Any Customs duties;

6. Charges for overtime and work on Public Holidays limited to twenty-five (25%) per cent of the Sum Insured for the Insured Item.

EXCLUSIONS

We will not pay for:

1. Wear and Tear or gradual deterioration;

2. Chipping, scratching or discolouration of painted or finished surfaces;

3. The deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving which had not previously penetrated completely through the entire thickness of the material or item, despite that the repair of the part affected may be necessary either immediately or at some future time, except where caused by Breakdown and except where You did not know or should not reasonably have known of the pre-existing condition;

4. Damage to glass or ceramic components or defective tube joints or other defective joints or seams or any valve fitting, shaft seal, gland packing joint or connection except where caused by Breakdown or foundations, brickwork and refractory materials forming part of an insured item or

expendable items including electrical and electronic glass bulbs, tubes, lamps, x-ray tubes, electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, protective and controlling devices, overloads, track rails, wear plates, blades, cutting edges, tools, dies, engraved cylinders, moulds, templates, patterns, shear pins, saws, knives, chains, belts, ropes, tyres, conveyor belts, pressure switches, bearings, valves, valve plates, filters and dryers;

5. Damage to computers, telecommunication, transmitting and receiving equipment, electronic data processing equipment, research, diagnostic and electro medical equipment, lifts, escalators, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationary and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating apparatus, electrical wiring, water and gas piping and other plant and equipment not owned by You or not installed or used at the location otherwise unless stated in the Schedule;

6. Damage under this section caused directly or indirectly by explosion

7. The application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul;

8. Damage occurring during installation and erection other than dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the location, the carrying out of tests involving abnormal stresses including the intentional overloading of any insured item or any raising or lowering operation in which a single load is shared between more than one item of lifting equipment;

9. Damage for which any manufacturer, supplier, engineer or other person is liable under the provisions of any maintenance or warranty agreement with You;

10. Loss of oil, liquid or gas resulting from leakage from glands, seals, gasket, and joints, or from corroded, pitted or deteriorated parts;

11. The cost of converting refrigeration/air conditioning units from the use of chlorofluorocarbon refrigerant gas to any other type of refrigerant gas; or

12. Damage as a result of usage beyond the specifications set by the manufacturer.

SECTION 8. LEGAL LIABILITY

This Section forms part of the Policy only if so shown in the Schedule and, if so, must be read together with the General Definitions, General Conditions, General Exclusions, terms and limitations of the Policy, together with the current Schedule.

DEFINITIONS APPLYING TO THIS SECTION

1. **Personal Injury** means bodily injury, mental harm, death or illness.

2. **Property Damage** means Damage occurring to property belonging to another person including loss of use of property not Damaged as a result of an occurrence for which You are legally liable.

   We will indemnify You for Your legal liability to pay compensation to others in respect of:

   a. Personal Injury, and/or

   b. Property Damage

   occurring during the Period of Insurance which is caused by an occurrence or series of occurrences attributable to one source or originating cause.

This cover applies in respect of Personal Injury or Property Damage occurring:

- anywhere in Australia, or
- elsewhere in the world, when You are temporarily outside Australia provided You normally reside in Australia

The maximum amount We will pay under this Policy is AUD$20,000,000 arising out of any one occurrence or series of occurrences attributable to one source or originating cause. This limit will be reduced by any amount paid under any other buildings or contents policy You have with Us providing this type of cover for the same liability, loss, occurrence or incident.

In addition, We will also pay all legal costs and expenses You incur with Our consent for which You are legally liable plus the cost of any lawyers We appoint.

What You are not covered for:
We will not cover Your legal liability for:

a. Damage to Your property;

b. Personal Injury to any person who normally lives with You, or Damage to their property;

c. Loss of or Damage to property in Your care, custody or control except that property in which You live as a residential tenant;

d. Claims arising from Your Business, trade or profession or the Business, trade or profession of Your tenant

e. Claims arising from any person visiting Your property in connection with Your Business, trade or profession

f. Personal Injury to Your employees, or Damage to their property

g. Which You are liable because of the terms of an agreement, other than a lease or rental agreement, You have entered into (unless You would have been liable if the agreement did not exist);

h. Damage to any land or fixed property resulting from vibration, the removal or weakening of or interference with support to land, buildings or any other property;

i. Claims arising out of Your ownership, possession or use of any:
    i. Aircraft or aerial device or aircraft landing area or drone, except a model aeroplane or toy kite. Aircraft landing area means any area in which aircraft land, take off, are housed, maintained or operated.
    ii. Mechanically propelled vehicle, except garden equipment, golf buggy or wheelchair which do not need to be registered or do not require statutory bodily injury cover to be taken out.
    iii. Watercraft except for surfboards, sailboards, canoes and surf skis, and
    iv. Other non-motorised watercraft more than 3 metres in length;

j. Claims involving buildings in the course of construction or any alterations, additions, demolition, repairs to or decorations of the buildings costing more than $75,000;

k. Claims which would not have occurred but for the presence of asbestos;

l. Claims arising out of the discharge, dispersal, release of pollutants defined as smoke, vapours, soot, fumes, acid, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water:

    Except for accidents happening in Canada or the United States of America, this exclusion will not apply if such a discharge, dispersal, release or escape is caused by sudden accidental unexpected and unintended happening. We will not pay expenses for the prevention of such Pollution or Contamination;

m. Damage due to any fault, defect, error or omission in design, plans or specifications;

n. Damage caused by Wear and Tear, corrosion, oxidation or deterioration;

o. The rendering of or failure to render professional advice or service or any related error or omission;

p. Claims for:
    i. Pregnancy or
    ii. The transmission of disease;

q. Claims which arise out of Your ownership or possession of any Building except for Your Building located at the Situation shown on the current Schedule;

r. Claims arising from, contributed to, by or in connection with sexual and/or child assault, abuse, molestation or attempt thereat;

s. Personal Injury or Property Damage caused by or arising from assault and battery committed by You or at Your direction unless reasonably necessary for the protection of persons or property;

t. Personal injury arising directly or indirectly out of or due to the inhalation or ingestion of or exposure to:

i. tobacco or tobacco smoke or oil; or
ii. any ingredients or additives present in any articles, items or goods which contain or
ii. include tobacco or tobacco oil

u. Personal Injury or Damage that arises out of livestock owned by You or in Your care, custody or control.

v. Personal Injury or Damage that arises from any pond, creek, river or dam on Your Property

w. Personal Injury that arises from swimming activities whereby the swimming pool and/or swimming pool fence do not meet Council requirements/pool regulations and/or pool fence regulations.

We will not:

a. Cover Your legal liability arising out of breach of copyright or an act of defamation, libel, slander or assault caused by You;

b. Cover claims arising directly or indirectly from or in any way connected with Your Business or Your products or Your services;

c. Cover claims arising directly or indirectly from or in any way connected with, the existence, use, operation or maintenance, at any time, of electronic mail, a computer virus, an internet site or other internet based service, intranet or any website;

d. Cover You for any legal liability arising from any:
i. Statutory, compulsory scheme or fund,
ii. Accident compensation scheme or workers compensation policy of insurance, or
iii. Industrial award,

even if the amount recoverable is nil.

e. Cover You for any legal liability which is over that recoverable under any:
i. Statutory compulsory scheme of fund, or
ii. Accident compensation scheme or workers compensation policy of insurance, or Industrial award

f. Pay aggravated, exemplary or punitive damages, fines or penalties.

Special conditions applying to legal liability:
If You own the Building (as defined under Section 1)

a. but have only insured Your Contents under this Policy, We will not cover any legal liability You may incur as owner of the Building.

b. but do not live in it, We will not consider Your ownership to be a business.

c. and have only insured Your Building under this Policy We will only cover any legal liability You may incur as owner of the Building.

This legal liability cover will be governed by the law of the State or Territory where this Policy was arranged and whose courts will have jurisdiction in any dispute.

No Deductible or excess applies to this Section 8 Legal Liability.

HOMEBIZ INSURANCE

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