



**COMMERCIAL LANDLORD  
INSURANCE  
POLICY WORDING**

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## EXTRACT FROM INSURANCE CONTRACTS ACT 1984

Under the terms of the Act We must advise You about the following:

### YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance. Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to know;
- as to which compliance with your duty is waived by the insurer.

### NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

## IMPORTANT NOTICES

### 1. Claims

In respect of all Sections, other than Liability and Employee Dishonesty Sections, this Policy does not provide cover in relation to events that occurred before cover under the relevant Section was entered into.

### 2. Liability Claims – Section 5

This Section only provides cover in relation to Personal Injury or Damage to Property that occurs during the Period of Insurance for this Section. This does not include Personal Injury or Damage to Property that has already been discovered before, or is first discovered after, that Period of Insurance.

### 3. Excess

An excess is an amount of money We will not pay in respect of a claim. The Schedule, Policy and endorsements will detail the excesses which may be applicable. (Refer to "General Definitions" on page 5).

### 4. Liability Assumed Under Agreement

Liability cover provided by this Policy does not cover liability which You have agreed to accept unless You would have been so liable in the absence of such agreement.

### 5. Acceptance Of Application

An excess is an amount of money We will not pay in respect of a claim. The Schedule, Policy and endorsements will detail the excesses, which may be applicable. (Refer to "General Definitions" on page 5).

This insurance will not be in force until the completed Application has been received and the risk accepted by Us. We reserve the right to decline any Application.

### 6. UnderInsurance/Average

Some Sections of this Policy include an "Average" clause.

This means that if You under insure, You may not receive full compensation in the event of a loss occurring. "Average" puts You in a position where You may be required to bear a proportion of the loss yourself.

### 7. Alterations To Your Business

To ensure continued cover under this Policy it is important that You advise Us immediately of any changes to Your Business, that may result in an increased chance of destruction, loss or damage to property insured or liability to third parties. Some examples of changes You should notify Us of are:

- a. changes in Your name or directors or partners;
- b. changes to the address or location of your Business;
- c. changes in the nature of Your Business or trade or occupation;
- d. alterations in construction of the premises;
- e. new business products not previously disclosed to us.

When We receive notification of a change We may decide to either:

1. adjust the premium or terms of the Policy, or
2. cancel the Policy in accordance with the provisions of the Insurance Contracts Act 1984.

### 8. Worker's Compensation

The insurances provided by this Policy do not include Workers' Compensation. It is compulsory for all employees to be insured for Workers' Compensation and separate cover should be arranged.

## OUR AGREEMENT

The Policy wording, Schedule (which expression includes any Schedule substituted for the original Schedule) and endorsements (if any) are to be read together.

In return for You having paid or agreed to pay the premium to Us, then subject to the terms, conditions, exclusions and limitations contained in, or endorsed on or otherwise expressed in this Policy or the Schedule, We will insure You to the extent described in this Policy during the Period of Insurance or any further period for which We may accept payment of the premium and indemnify You in the manner and to the extent described in this Policy.

You are insured for those items, including Variations and Extensions, for which a Sum Insured or Limit of Indemnity is shown in the Schedule or which are otherwise indicated in the Schedule as being operative.

However:

1. the Sum Insured under any item is as shown in the Schedule or as otherwise expressed in the policy;
2. where the insurance is varied or extended by any Additional Benefit, Special Clause, Variation and Extension or endorsement, the insurance provided by such Additional Benefit, Special Clause, Variation and Extension or endorsement is subject to the terms, conditions, exclusions and limitations of the Policy in so far as they apply.

The Policy, Schedule, Application and endorsements together form the agreement.

## GENERAL DEFINITIONS

### Business

means the business described in the Schedule and no other.

### Excess

means the sum shown in the Schedule, this Policy, or an endorsement to this Policy (if any) which any loss or claim must exceed before We will be liable under this Policy and which We will not be liable to pay in respect of each claim.

Where an excess is expressed as:

1. a specified sum — it means the amount specified;
2. a percentage — it means the monetary equivalent of such percentage;
3. a specified time — it means the monetary amount accruing during the period specified.

provided that:

1. where a claim is made in respect of more than one occurrence, the excess will apply as though a claim was made for each individual occurrence.

2. where a claim or series of claims, that result from one original source or cause, are made in respect of Sections 1 OR 2 the Excess applicable shall not be aggregated and the highest single level of Excess only shall apply.

### Flood

means the inundation of land by water escaping from or released from the normal confines of any natural water course or lake (whether or not altered or modified) or any dam, reservoir, or canal.

### Indemnity Value

means the cost necessary to reinstate, replace or repair the property to a condition substantially the same as but not better or more extensive than its condition at the time of the destruction, loss or damage, taking into consideration, age, condition and remaining useful life.

### Period of Insurance

means the Period of Insurance shown in the Schedule.

### Schedule

means the Schedule to this Policy.

### Situation

means the Situation(s) shown in the Schedule.

### We, Us, Our, Company

means the insurance company named in the Schedule.

### You, Your, Insured

means the person(s) or entity named in the Schedule as the Insured.

Other words may be defined within specific Sections that form part of this Policy, if so, they are shown under the heading of Definitions within that Section.

## WHO IS THE INSURER

Insurance Australia Limited trading as CGU Insurance (CGU) is the insurer of the insurance policy. Our Australian Business Number is 11 000 016 722. Our Australian Financial Services Licence Number is 227681. In this insurance policy the insurer is called 'we', 'us' or 'our'.

## WHO IS STRATA UNIT UNDERWRITERS

In arranging this product, Strata Unit Underwriting Agency Pty Limited trading as Strata Unit Underwriters is acting as an intermediary for the insurer and is also a wholly owned subsidiary of the insurer. Their Australian Business Number is 30 089 201 534. Their Australian Financial Services Licence Number is 246719.

## GENERAL CONDITIONS

### 1. a. Your Duty

The extent of Our liability is conditional upon:

#### 1. Payment of the premium.

We will not pay any claim until You have paid the premium.

#### 2. Notification of Changes

notification as soon as possible by You to Us of any change materially varying any of the facts or circumstances existing at the commencement of this Policy or following any renewal of this Policy.

#### 3. Reasonable Precautions

You taking all reasonable precautions to prevent destruction, loss or damage to property or bodily injury and complying and ensuring that Your employees, servants and agents comply will all statutory obligations and by-laws or regulations imposed by any public authority for the safety of property or person.

#### 4. Observance of Policy Terms

the observance of the terms of the Policy by You and by any other person entitled to indemnity under this Policy.

##### b. Transfer of Interest

No interest in this Policy can be transferred without Our written consent.

##### c. Our Rights of Conduct and Recovery

Subject to the provisions of the Insurance Contracts Act 1984, We have the right to recover or obtain contribution from any person against whom You may be able to claim and the right to take action in Your name. We shall have full discretion in the conduct, defence or settlement of any claim.

You and any other person entitled to benefit under this Policy must not hinder these rights and must give all such information and co-operation as We may require.

### 2. Adjustment of Premium

If the first or renewal premium for the Policy or any Section or Part thereof is calculated on estimates furnished by You, then You will keep an accurate record containing all particulars relative thereto and will at any time allow Us to inspect such record. You must, within thirty days after the expiry of each Period of Insurance, furnish to Us such particulars and information as We may require and the premium for such period will then be adjusted and any difference paid by or allowed to You as the case may be, subject to receipt and retention of the minimum premium charged by Us.

Notwithstanding the termination or cancellation of the Policy You must furnish such particulars as We may require for the adjustment of the premium.

### 3. Jurisdiction

Any dispute arising from this Policy will be determined by Australian courts, and in accordance with the laws, of the State or Territory of Australia in which the Policy was issued.

### 4. Cancellation

a. Under Section 60 of the Insurance Contracts Act 1984, We may cancel this Policy or any Section at any time; by giving notice in writing to You of the date from which cancellation is to take effect, where You have:

1. failed to comply with Your duty of utmost good faith; or
2. failed to comply with Your duty of disclosure at the time when this Policy or any Section of the Policy was entered into, varied, altered or renewed; or
3. made a misrepresentation to Us during the negotiations for this Policy, but before We agreed to issue this Policy; or
4. failed to comply with a provision of the Policy; or
5. failed to pay the premium for this Policy; or
6. made a fraudulent claim under this Policy, or any other contract of insurance (whether with Us or another insurer) that provided cover during any part of the Period of Insurance of this Policy; or
7. failed to comply with a requirement in this Policy that You notify Us of an act or omission which occurred after this Policy was entered into, or
8. failed to notify Us of any specific act or omission or such a notification as is required under the terms of this insurance Policy.

We may deliver such notice to You personally or by post at Your address last notified to Us.

b. Under Section 60 of the Insurance Contracts Act 1984, We may cancel this Policy at any time where:

1. it is in force by virtue of Section 58 of the Insurance Contracts Act 1984; or
2. it is an interim contract of general insurance.

c. You may cancel this Policy at any time by notifying Us in writing.

d. After cancellation, We will refund the premium for the time remaining on the Policy, less any non-refundable duties, unless You have made a fraudulent claim.

### 5. Inspections

We (or agents appointed by Us) have the right to inspect and examine, by mutual appointment, any property insured.

## 6. Joint Insurance

A claim made by anyone of the people or entities named as the Insured in the Schedule is a claim made by all of the people or entities named as the Insured. Similarly, any statement, act or omission made by any person or entity named as the Insured in the schedule is assumed to be made by all people or entities named as the Insured.

## GENERAL EXCLUSIONS

We will not be liable for any loss, damage, destruction, liability, caused by, or arising directly or indirectly from:

1.
  - a. any consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not); civil war rebellion, revolution, insurrection, military or usurped power.
  - b. terrorism; being an act, which may include but is not limited to an act involving the use of force or violence and/or 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 ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear. In accordance with the **Terrorism Insurance Act 2003**, this exclusion will not apply in respect of an act deemed by the Federal Treasurer to be a declared terrorist incident.
  - c. confiscation or nationalisation, or requisition or destruction of or damage to property by or under the orders of any government or public or local authority. However, we will pay for damage which occurs as a result of such an order if it prevents or attempts to prevent fire or other damage covered by this policy.
  - d. any loss or destruction of or damage to property, personal injury, consequential loss, liability of any nature, directly or indirectly caused by, contributed to, by or arising from, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste.
  - e. loss, destruction, damage or liability directly or indirectly caused by or contributed to, by or arising from, nuclear weapons or nuclear material.
2. destruction, loss or damage intentionally caused or liability intentionally incurred by:
  - a. You; or
  - b. any person(s) acting with Your express or implied consent.

## CLAIMS PROCEDURE

### General - All Sections

1. As soon as possible after the happening of any occurrence, accident or event which may give rise to a claim against Us, You or Your legal representative must:
  - a. advise details to Us and send written confirmation within 30 days.
  - b. take all reasonable steps to minimise the loss, damage or liability and to prevent any further loss, damage, or liability. We will not be liable in respect of any further damage arising out of the continued use of damaged property, until such property is repaired to Our satisfaction.
  - c. use best endeavours to preserve any damaged or defective appliances, plant or things which might prove necessary or useful by way of evidence in connection with any claim and so far as possible, with due regard for safety, no alteration or repair shall be made without Our consent.
  - d. retain all damaged property for inspection by Us.
  - e. advise the nearest Police Station in the case of property lost, stolen or vandalised, and obtain a written Police report if requested by Us.
  - f. advise Us of any impending prosecution or inquest.
  - g. forward to Us every communication, Writ or Summons within 72 hours of receipt by You or service upon You.

### NOTE:

Failure to forward to Us any Writ or Summons served upon You within the time stipulated may result in Us refusing to indemnify you.

2. Where a claim arises You must not authorise repairs to, or arrange replacement of, any of the property relevant to the claim without Our consent other than as provided for under 1c. above.
3. Subject to the provisions of the Insurance Contracts Act 1984, You or any person making a claim under this Policy must not make any admission of liability or payment or promise or offer of payment in connection with any such claim, without Our written consent.
4. At Your own expense You will furnish Us with such books of account and other business books, computer records, vouchers, invoices, balance sheets, and other documents, proofs, information, explanations and other evidence together with a statutory declaration as We may require for the purpose of investigating or verifying a claim under this Policy and You and Your accountants must cooperate fully in this regard.
5. You, or any other person entitled to claim under this Policy, must furnish Us with a statement giving details of other insurances which may also provide cover on any property or liability hereby insured.

## DATE RECOGNITION SPECIAL EXCLUSION

There is no insurance under this Policy in respect of any claim of whatsoever nature which consists of or arises directly or indirectly out of or in connection with the failure or inability of any

- a. electronic circuit, microchip, integrated circuit, microprocessor, embedded system, BIOS or other instruction set, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device, or any
- b. media or systems used in connection with any of the foregoing;

whether the property of the insured or not, at any time to achieve fully and successfully, any or all, of the purposes and consequential effects intended by the use of any number, symbol or word to denote, represent or express a date;

including, but without being limited to, any failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of or in connection with

- i. anything referred to in a. or b. recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or
- ii. the operation of any command or logic which has been programmed or incorporated into anything referred to in a. or b. above.

## EXCEPTION TO DATE RECOGNITION SPECIAL EXCLUSION

However, this special exclusion will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which is solely and directly caused by a Defined Contingency (as defined hereunder), arising under any of the Sections listed hereunder, but only to the extent that such claim would otherwise be insured under those Sections.

### **Section 1 — Property Cover**

### **Section 2 — Business Interruption**

### **Section 3 — Theft**

### **Section 4 — Glass**

### **Section 5 — Broadform Liability**

### **Section 6 — Machinery**

### **Definition**

For the purposes of this special exclusion only, 'Defined Contingency' shall mean fire, lightning, explosion (other than loss or destruction of or damage to boilers and pressure vessels), aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank or apparatus or pipe, impact by any road vehicle or animal, or theft (other than theft by employees).

# SECTION 1 — PROPERTY COVER

## INTRODUCTION

This Section forms part of the Policy only if shown in the Schedule and, if so, must be read together with the definitions, terms, conditions, exclusions and limitations expressed in the General Section of the Policy and the Schedule.

## DEFINITIONS

In this Section:

### Accidental Damage

means Damage to Property Insured but does not include Damage,

- a. caused by, or as a consequence of:
  1. the operation of General 1 and 2.
  2. Fire and Perils. Anything which is specifically excluded under Fire and Perils, is also excluded from this cover.
  3. breakage of glass.
  4. Theft.
  5. demolitions ordered by Government, Public or Local Authorities as a result of Your failure or the failure of Your agents to comply with any lawful requirement.
  6. erosion, subsidence, landslide, collapse or any other movement of earth.
  7. testing, intentional overloading or experiments of any kind.
  8. faults or defects known to You or any employee whose knowledge in law would be deemed to be Your knowledge and not disclosed to Us at the time this insurance was arranged, extended, varied or renewed.
  9. welding, grinding, cutting, drilling, shaping or the application of tools to the property.
  10. inherent defect, inherent vice, latent defect, or disease.
  11. mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any instrument, machine, device, or temperature controlling equipment.
  12. moths, termites, other insects, vermin, rust or oxidation, mould, mildew, Pollution or Contamination, wet or dry rot, corrosion, change of colour, dampness, variations in temperature, evaporation, change in flavour texture or finish, stain or smoke from industrial operations.

13. wear and tear, fading, scratching or marring, gradual deterioration, developing flaws, normal upkeeping or making good.
14. faulty materials or faulty workmanship.
15. kidnapping, bomb threat, threat of contamination, hoax, extortion or any attempt at any of these.
16. computer virus, being an executable program or computer code segment that is self-replicating, requires a host program or executable disc segment in which it can be contained, and which destroys or alters the host program or other computer code or data, causing undesired program or computer system operation.
17. legal liability of any nature other than as provided for herein.
18. consequential loss of any kind.

The above exclusions 9,12,15,16,17,18, 19,22 and 23 of this cover shall be limited to the items immediately affected and shall not extend to Damage to other property occasioned by a peril not otherwise excluded, or caused by any of the circumstances referred to in these exclusions.

(1) to property undergoing any process where the Damage results from its being processed.

### Contents

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

1. Furniture, furnishings, carpets, curtains, internal blinds.
2. Machinery, machinery foundations settings and beddings, plant, tools, instruments and utensils of trade, unfixed or portable equipment, office equipment, safes, strongrooms, fire extinguishment equipment and electronic surveillance equipment.
3. Computers, all equipment connected to and operating from Computers and all disks, tapes, cards or other materials for storing data.
4. Paintings, curios, works of art, tapestries, Persian and similar rugs or carpets to an amount not exceeding \$5,000 any one item, pair set or collection.

If an item forms part of a pair, set or collection the value of the entire pair, set or collection is to be regarded as the value and not the value of the item alone.
5. Plants, shrubs and trees whilst in the Buildings to an amount not exceeding \$2,500 anyone item.

### Damage

(with "Damaged" having a corresponding meaning) means physical loss, damage or destruction.

## Debris

means the residue of Damaged Property Insured excluding any material which is itself a pollutant or contaminant and which is deposited beyond the boundaries of the Situation.

## Fire and Perils

means,

1.
  - a. fire resulting from explosion or otherwise, but excluding 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 such spontaneous combustion, fermentation, heating or any process involving the direct application of heat.
  - b. lightning or thunderbolt.
  - c. attempts by civil authorities to prevent the spread of fire.
2. aircraft or other aerial devices or articles dropped therefrom, sonic boom.
3. earthquake, subterranean fire, volcanic eruption (subject to the Excess imposed by Special Clause 2 of this Section.)
4. storm, tempest, rainwater, snow, sleet, wind, hail but not:
  - a. by water from or action of the sea, tsunami, tidal wave, storm surge, high water, Flood.
  - b. erosion, subsidence, landslide, collapse or any other movement of earth.
  - c. from water seeping, percolating or otherwise penetrating into the building as a result of structural defects, faulty design or faulty workmanship in the construction.
  - d. caused by water entering Buildings through an opening in the wall or roof made for the purpose of alterations; additions, renovations, or repairs.
5. water, liquids or substances discharged, overflowing or leaking from fixed apparatus, fixed appliances, fixed pipes or other systems.
6. riots, civil commotions, strikes or locked out workers or persons taking part in labour disturbances or whereby Damage occurs as a result of vandalism by persons not being tenants (including damage or destruction to property caused by theft or any attempt thereat) or any lawfully constituted authority in connection with the foregoing acts but not by:
  - a. cessation of work whether total or partial;
  - b. cessation, interruption, or retarding, of any process or operation as a direct result of strikes, labour disturbances or locked out workers.

Vandalism is subject to the Excess imposed by Special Clause 3 of this Section.

7. explosion, but not Damage to boilers (other than boilers used for domestic purposes only), economisers, vessels under pressure or their contents resulting from their own explosion.
8. impact by:
  - a. vehicles designed primarily for use on land.
  - b. animals, but not Damage by eating, chewing, clawing or pecking of animals or birds.
  - c. trees or branches of trees. This cover includes the reasonable costs associated with the removal and disposal of the tree or branches which caused the damage. But does not include Damage caused by felling or lopping of trees either by You or by someone acting with your permission.
  - d. communication masts, towers, antennae or satellite dishes.

## Full Insurable Value

means the amount necessary to fully indemnify You within the terms of this Section.

## Pollution or Contamination

means the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, 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).

## Property Insured

means the property shown in the Schedule under this Section.

## Removal of Debris

means,

1. the removal, storage and disposal of Debris and of any thing which caused insured Damage, from the Situation.
2. 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.
3. 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.
4. the demolition and removal of Property Insured which is necessary for the purpose of repair or replacement as a result of insured Damage.

## Specified Items

means property specifically described in the Schedule under Specified Items.

## COVER

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

## LIMITATION

Our total liability during anyone 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 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 any amounts provided for under Additional Benefits 7 to 17.

## ADDITIONAL BENEFITS

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

### 1. Architects', Surveyors' and Legal Fees

Where the Sum Insured is not otherwise exhausted the insurance under this Section is extended to include legal fees, fees of architects', surveyors', consulting engineers', and clerks of work salaries for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement or repair of the Buildings, Contents and Specified Items insured as a result of such Damage, but not costs, fees or other expenses for preparing a claim made under this Section.

### 2. Reinstatement of Sum Insured

Following a claim under this Section other than a claim for total loss, whether actual or constructive, 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.

### 3. Change in Description

Your insurance under this Section will not be prejudiced, if You:

- a. change Your machinery.
- b. make structural changes to Contents or Specified Items.
- c. cancel the Policy if We are entitled to do so.

### 4. Discharge of Mortgage(s)

Legal costs up to an amount not exceeding ten percent (10%) of the total Sum Insured on Buildings, associated with the discharge of a mortgage or mortgages on Buildings following settlement of a claim on the basis of a total loss whether actual or constructive.

## 5. Fire Extinguishment Costs

Costs and expenses, including wages of Your employees, up to an amount not exceeding \$10,000 necessarily and reasonably incurred:

- a.
  1. in extinguishing fire at or in the vicinity of, and threatening to involve; or
  2. in preventing or diminishing imminent Damage to; or
  3. in gaining access consequent upon Damage to, the Property Insured.
- b. in the replenishment of fire fighting appliances and apparatus.
- c. for the purpose of shutting off the supply of water or other substances which are accidentally discharged from any fire protective equipment or otherwise.
- d. in the Removal of Debris from the Situation by Fire Brigade Services.

We will also pay for this Additional Benefit where there has been no Damage to Property Insured.

## 6. Temporary Protection and Security Guard

For the temporary protection and employment of security guards to safeguard the Property Insured,

- a. and where the Sum Insured is not otherwise exhausted, We will pay the reasonable costs and expenses necessarily incurred; and
- b. when the Sum Insured becomes exhausted, We will pay an additional amount of up to \$10,000, pending repair or replacement, consequent upon Damage for which a claim is payable.

## 7. Temporary Removal Cover

is extended to include Contents, and Specified Items whilst temporarily removed from the Situation but excluding:

- a. Contents or Specified Items which have been removed for a period in excess of ninety (90) days without Our written agreement to continue over.

In respect of Contents, or Specified Items in transit or in the open air;

1. Accidental Damage cover does not apply, and
2. Cover is limited to Fire and Perils (excluding Fire and Perils definition 8. impact).

Our maximum liability for this Additional Benefit is limited to an amount not exceeding twenty percent (20%) of the total Sum Insured on Contents and Specified Items or \$50,000, whichever is lesser.

## 8. Exploratory Costs

The reasonable cost of identifying and locating the source of the Damage for which a claim is payable, where such Damage is caused by the discharge, overflowing or leakage from fixed apparatus, fixed appliances, fixed pipes or other systems used to hold or carry liquid of any kind but We will not pay for the repair or replacement of such apparatus, appliances, pipes or other systems which give rise to the Damage. Our maximum liability under this Additional Benefit is limited to an amount not exceeding \$10,000 anyone event.

## 9. Removal of Debris

The reasonable costs associated with the Removal of Debris.

Our maximum liability under this Additional Benefit is limited to an amount not exceeding \$10,000. The amount Payable under this Additional Benefit will be in addition to any amount payable under a Removal of Debris Sum Insured shown in the Schedule and Additional Benefit 9.d.

# VARIATIONS AND EXTENSIONS

Cover only applies if shown in the Schedule

## 1. Accidental Damage

Cover is extended to include Accidental Damage and where the term Fire and Perils appears in this Section it is deemed to include Accidental Damage subject to the Excess imposed by Special Clause 8 of this Section and the limit shown in the Schedule for Accidental Damage.

## 2. Flood

The word Flood is hereby deleted from the Definition of Fire and Perils 4.a.

# SETTLEMENT OF CLAIMS

For the purpose of these Settlement of Claims clauses:

## Replacement Cost

condition substantially the same as but not better or more extensive than its condition when new, means the cost necessary to replace, repair or rebuild the Property Insured to a.

### Conditions

1. Where Contents or Specified Items are Damaged in part only, Our liability will not exceed the sum representing the Replacement Cost which We would have been called upon to pay if the Contents or Specified Items had been wholly destroyed.
2. No payment beyond the amount which would have been payable under Settlement of Claims clause 1.c, will be made, until a sum equal to the Replacement Cost has actually been incurred.

- a. Where the Schedule indicates that Extra Cost of Replacement applies, We will also pay the extra cost of replacement including any demolition or dismantling of the Contents or Specified Items, incurred to comply with the requirements of any lawful authority.

### Conditions

1. The work of reinstatement (which maybe carried out wholly or partially upon another site if the lawful authority so requires, but subject to Our liability not being thereby increased) must be commenced and carried out with due diligence, failing which We will not be liable to make any payment beyond the amount which would have been payable under Settlement of Claims clause 1.c.
  2. The amount recoverable will not include the additional cost incurred in complying with requirements of any lawful authority or requirements which You had been duly required to comply prior to the happening of the event causing the Damage.
  3. Underinsurance/Average will not be applied to the amount recoverable under this Clause 1.b.
  4. If the damage is less than fifty percent (50%) of the Replacement Cost of the Contents or Specified Items, the amount recoverable under this Clause 1.b is limited to the extra cost necessarily incurred in reinstating the damaged portion only.
- c. Where the Schedule does not indicate that Replacement cost or Extra Cost of Replacement apply, We will at Our option.
    1. reinstate, replace or repair Contents or Specified Items insured or any part thereof subject to an allowance for age, condition and remaining useful life; or
    2. pay the cost of such reinstatement, replacement or repair of such Contents or Specified Items to a condition substantially the same as but not better or more extensive than its condition at the time of Damage taking into consideration age, condition age, condition and remaining useful life but We will not be liable to make any payment until the cost of reinstatement, replacement or repair is actually incurred; or
    3. pay You the cost of such reinstatement, replacement or repair whichever is the less; or
    4. pay You the Indemnity Value of such Contents or Specified Items at the time of the damage.

### Conditions

1. due diligence is used in the repair or reconstruction of the Buildings.
2. if repair or reconstruction of the Buildings is delayed from any cause, the amount payable will be determined by the time which would have sufficed for the purpose had due diligence been used.

## 2. Removal of Debris

We will pay the reasonable costs necessarily incurred.

## 3. Mortgage Protection

In regard to a unit or lot contained in a Building registered under a Strata Titles Act or similar legislation, whereby What is owned by You is title to a unit or lot on a plan of subdivision of such Building, We will, if the unit or lot is Damaged by any event for which cover has been taken under this Section, pay the amount necessary to Indemnify You against liability under the mortgage affecting that unit or lot.

The following special terms and conditions will apply.

- a. The insurance is restricted to the unit or lot including structural improvements intended for separate ownership or use with the unit or lot, of which You are owner or proprietor.
- b. The insurance, having been effected in respect of destruction of or damage to a unit or lot for the purpose of indemnifying You against liability under the mortgage affecting the unit or lot is subject to the provisions of the legislation applicable to the State in which the property is situated.
- c. In the event of a claim:
  1. Our maximum liability is limited to the outstanding amount of You, mortgage and this amount will be paid to You mortgagee; and
  2. We will then become the mortgagee and You will be required to pay all future loan repayments to Us;
- d. This cover, shall not be brought into contribution with any other policy of insurance other than a policy in respect of destruction of or damage to a unit or lot authorised by the provision of the relevant legislation and taken out for the purpose of indemnifying You against liability under any mortgage affecting the unit or lot.

## 4. Buildings awaiting demolition

We will pay You the salvage value of the Damaged Building materials and landlord's fixtures and fittings.

## EXCLUSIONS

1. We will not be liable for destruction of or damage to any electrical appliance or device (including wiring caused by electric current artificially generated. Should fire ensue, We will be liable only for that Damage directly caused by the ensuing fire.

### 2. Unattended Situations

We will not pay a claim where the Situation becomes unattended and remains so for any period of More than sixty (60) consecutive days, unless Our written agreement to continue cover has been obtained.

## SPECIAL CLAUSES

### 1. Underinsurance/Average

In the event of Damage, insured under this Section, We will not be liable for more than that proportion of the Damage which:

#### a. in respect of Contents and Specified Items.

The Sum Insured on Contents and Specified Items at the Situation, at the time of Damage bears to eighty percent (80%) of the Full Insurable Value of such Buildings, Contents, Stock and Specified Items;

#### b. in respect of Rent

the Sum Insured on Rent at the Situation, bears to eighty percent (80%) of the amount of Rent for the Period specified Items; at such Situation at the time of the Damage.

#### Conditions

1. Our liability is limited to the Sum Insured at the Situation as shown in the Schedule.
2. this clause will not apply if the amount of any Damage does not exceed ten percent (10%) of the Sum Insured at the Situation.

#### Example:

Item Value	\$200,000
80% of value =	\$160,000
Sum Insured	\$144,000

Therefore if a \$100,000 loss occurs, we would pay  $\$144,000 / \$160,000 \times \$100,000 = \$90,000$

We would pay \$90,000 (less any excess)

### 2. Earthquake, Subterranean Fire, Volcanic Eruption Excess

An Excess of \$20,000 or one percent (1%) of the total Sum Insured at the Situation, whichever is the lesser, applies in respect of Damage to property caused by earthquake, subterranean fire, volcanic eruption, or fire occasioned by or happening through or in consequence of earthquake, subterranean fire or volcanic eruption, occurring during any period of 72 consecutive hours.

### **Vandalism Excess**

An Excess of \$100 applies in respect of vandalism to property.

### **Release Clause**

Without prejudicing Your position under this Section, You may release any railways, statutory governmental, semi-Governmental or municipal authority from any liability if required by any contact to do so.

### **Storage Premises**

Without prejudicing Your position under this Section, You may enter into a contract which includes a disclaimer clause in relation to the storage of goods or merchandise.

### **Accidental Damage Excess**

You will bear the Excess specified in the Schedule in respect of Accidental Damage to property.

## **SPECIAL CONDITION**

### **Sprinkler Installations**

1. This Special Condition applies to any property being Property Insured in which an automatic sprinkler system is and which is owned by You or where You are responsible for the operation or maintenance of the automatic sprinkler system.
2. You shall ensure that the property is protected as required by law by an approved installation of automatic sprinklers, automatic external alarm signal and automatic alarm signal connected with a Fire Brigade Station or other legally approved monitoring organisation.
3. You shall exercise due diligence to ensure that any system and alarm signal are at all times maintained in good working order.
4. It is a condition of this insurance that such system will be regularly maintained in accordance with Australian Standard AS 1851 (Part 3).
5. Any alterations or additions to the automatic sprinkler installation must be notified by You, to Us, in writing as soon as reasonably practicable.

## **CLAIMS PROCEDURE**

Please refer to "Claims Procedure" on page 7 of the General Section of this Policy for details of Your obligations in the event of a claim.

## SECTION 2 — BUSINESS INTERRUPTION

### INTRODUCTION

This Section forms part of the Policy only if shown in the Schedule and, if so, must be read together with the definitions, terms, conditions, exclusions and limitations expressed in the General Section of the Policy and the Schedule.

### DEFINITIONS

In this Section:

#### **Business**

means Your Business at the Situation and specified in the Schedule.

#### **Client**

means the persons, partnerships or bodies whether incorporated or unincorporated, to whom You owe money or by whom money is owed to You, for services rendered in the course of the Business.

#### **Damage**

(with Damaged having a corresponding meaning) means physical loss, damage or destruction.

#### **Gross Rentals**

means the amount receivable by You in accordance with a lease or agreement existing at the time of Damage to the building.

#### **Indemnity Period**

means the period beginning with the date of the occurrence of the Damage and ending not later than the last day of the period specified in the Schedule, during which the results of the Business are affected as a consequence of the Damage. Under Weekly Income, the Indemnity Period begins three (3) days after the date of the occurrence of the Damage.

### COVER

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

1. Property insured under Section 1 - Property
2. Property insured under another insurance policy, and
  - a. the insurer has paid or admitted liability under its policy or would have paid or admitted liability but for the application of an Excess; and

- b. the Damage would have been covered under one of the Sections of this Policy shown in 1. above had You elected to take such cover.

#### **Item 1. Gross Rentals**

- a. The amount by which the Gross Rentals earned during the Indemnity Period fall short of the Standard Gross Rentals.
- b. Any additional expenditure necessarily and reasonably incurred by You for the sole purpose of minimising the loss suffered the Indemnity Period but not exceeding the reduction in Gross Rentals thereby avoided.

#### **Item 2. Accountants' Fees**

The reasonable cost of accountants' and other professionals', fees and other expenses, necessarily incurred by You in producing or certifying the bills, accounts or particulars required by Us, in respect of any claim made under this Section.

### LIMITATION

Our total liability during anyone Period of Insurance or for any claim arising out of the one event or series of events arising directly or indirectly from one source or original cause, in respect of each Item specified on the Schedule, will not exceed the Sum Insured shown on the Schedule for that Item.

### ADDITIONAL BENEFITS

#### **1. Return Premium Clause**

In the event that the:

- a. Gross Rentals earned, in accordance with the indemnity afforded in respect of such Items, in the course of the Business during the accounting period of twelve months (or a proportionately increased multiple thereof where the Indemnity Period exceeds twelve months) most nearly concurrent with the Period of Insurance, being certified by Your accountant or auditor as being less than the respective Sum Insured, a pro rata return of premium not exceeding fifty percent (50%) of the Premium paid for such Period of Insurance, will be made in respect of the difference.

Provided that

- a. If a claim has been paid or became payable in the Period of Insurance for which an adjustment is to be made under this clause, the amount of the claim will be included in the calculation of Gross Income or Gross Rentals earned or Payroll paid for such period.
- b. No return premium will be allowed unless You lodge the accountant's or auditor's certificate with Us within twelve (12) months of expiry of the Period of Insurance for which the return of premium is claimed.

## 2. Departmental Clause

If the Business is conducted in departments, divisions or locations, the independent trading results of which are ascertainable, in the event of Damage giving rise to a claim under this Section, the provisions of this insurance apply separately to each department, division or location affected by the Damage.

## 4. Reinstatement of Sum Insured

Following a claim under this Section (other than a claim for total loss) 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.

## 6. Murder, Suicide or Disease

The occurrence of any of the circumstances set out in this Additional Benefit shall be deemed to be Damage to Property used by You at the Situation.

- a. Closure or evacuation by order of an authorised public authority consequent upon vermin or pests, the discovery of an organism likely to result in human infectious or contagious infectious disease, or defects in the drains or other sanitary arrangement at the Situation; or
- b. murder or suicide occurring at the Situation.

## 7. Prevention of Access, Public Utilities, Computer Installations, Commercial Complexes

Any loss insured by Section 1 of this Policy, resulting from interruption of, or interference with, the Business as a Consequence of Damage to:

- a. property within 20km of the Business which prevents or hinders access to, or use of, the Property, or
- b. property, either at or away from the Situation, within Australia, belonging to or under the control of suppliers of electric power, gas, communications, water or sewage reticulation control systems, from which You obtain services, or
- c. computer installations, including ancillary equipment, data processing media utilised by You anywhere in Australia, or
- d. property in any commercial complex of which the Business forms a part or in which the Business is contained, which results in cessation or diminution of trade, including any cessation or diminution of trade due to temporary falling away of custom, shall be deemed to be loss resulting from Damage to Property used by You at the premises.

The following Additional Benefit applies whether or not the Sum Insured shown on the Schedule has been exhausted.

## 8. Accountants Fees

In the event of Damage giving rise to a claim under this Section, We will pay the reasonable cost of accountants' and other professionals' fees and other expenses, necessarily incurred by You in producing or certifying the bills, accounts or particulars required by Us, in respect of any claim made under this Section.

Our maximum Liability under this Additional Benefit will not exceed \$5,000 plus any amount shown on the Schedule for accountant's fees.

## EXCLUSION

We will not be liable for any claim under this Section if the Damage occurs after the Business has been dissolved, wound up or is being carried on by a liquidator or receiver or has ceased to operate.

## SPECIAL CLAUSE

### Underinsurance/ Average

Where at the date of the occurrence of the Damage the Sum Insured as shown in the Schedule for:

- a. Gross Rentals is less than eighty percent (80%) of the Annual Gross Rentals (appropriately increased if the Indemnity Period exceeds twelve (12) months); then the amount payable for those Items will be proportionately reduced. This clause shall not apply if the claim does not exceed ten percent (10%) of the Sum Insured for that claim.

## CLAIMS PROCEDURE

Please refer to "Claims Procedure" on page 7 of the General Section of this Policy, for details of Your obligations in the event of a claim.

## SECTION 3 — THEFT

### INTRODUCTION

This section forms part of the Policy only if shown in the schedule and, if so, must be read together with the definitions, terms, conditions, exclusions and limitations expressed in the General Section of the Policy and the Schedule.

### DEFINITIONS

In this Section:

#### Computers

means electronic data processing equipment including software programs.

#### Contents

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

1. furniture, furnishings, carpets, curtains and internal blinds;
2. machinery and plant, unfixed or portable equipment, office equipment, safes, strong rooms;
3. computers, all equipment connected to and operating from Computers, and all disks, tapes, cards or other materials used for storing data;

**but** does not mean:

1. specified Items;
2. vehicles or trailers (including their accessories) registered or licensed to travel on a public road, other than mobile plant and equipment which is so registered or licensed not being cars, sedans, panel vans and trucks while on Your Premises;
3. watercraft, aircraft, locomotives or rolling stock, including their accessories.

#### Premises

means the buildings at the Situation including outbuildings but excluding any garden, yard, open verandah, or other fixed attachments and fixed accessories thereof.

#### Property Insured

means Contents, Specified Items, as shown in the Schedule.

#### Specified Items

means property specifically described in the Schedule under Specified Items.

#### Theft

means the dishonest appropriation of Property belonging to You, with the intention of permanently depriving You of it.

### THEFT OF PROPERTY COVER

The Items shown in the Schedule, are insured, whilst within the Premises, against destruction, loss or damage (other than breakage of glass) caused by:

1. theft or attempted Theft, consequent upon forcible and violent entry into the Premises; or
2. theft or attempted Theft occurring after Business Hours, in consequence of a person feloniously concealed on the Premises, provided that there is evidence of forcible and violent exit from the Premises; or
3. theft, consequent upon threat of immediate violence or violent intimidation.

### LIMITATION

Our total liability during any one Period of Insurance, will not exceed for each item specified in the Schedule, the Sum Insured shown in the Schedule for that item. In addition We will pay for the amounts provided for under Additional Benefits.

### ADDITIONAL BENEFIT

#### 1. Permanently Fixed (Non – Portable) Apparatus

Where a Sum Insured is shown on the Schedule for Contents and where that Sum Insured has not been otherwise exhausted, cover under this Part is extended to include the Theft, whether following forcible and violent entry or otherwise, of permanently fixed (non-portable) apparatus or appliances, owned by You or for which You are legally responsible or have assumed a responsibility to insure, attached to the building other than by means of a flexible or tensile cord to a power point but limited to an amount not exceeding:

- a. \$2,500; or
- b. the balance of the Sum Insured on Contents whichever is the lesser.

#### 2. Damage to Premises, or Safe or Strongroom

If the Sum Insured under this section has not been exhausted, We will pay up to the balance of the Sum Insured but not more than \$3,000 in respect of any one event, for damage (other than breakage of glass) to the Premises due to Theft or attempted Theft. In the event of such damage We will:

- a. at Our option, pay for or repair or make good the damage for which You are legally responsible;
- b. indemnify You in respect of the cost of temporary protection reasonably necessary for the safety and protection of the property insured, pending repair of the damaged Premises.

When the Sum Insured is exhausted We will pay up to \$2,000 over and above the Sum Insured in respect of this Additional Benefit 1.

### 3. Locks and Keys

If the Sum Insured under this Section has not been exhausted, We will pay up to the balance of the Sum Insured, but not more than, \$3,000 in respect of any one event, for the cost of replacing locks and keys, if keys are stolen, or there are reasonable grounds to believe that the keys have been stolen and duplicated. In such event We will:

- a. at Our option, pay for or repair or make good the damage for which You are legally responsible;
- b. indemnify You in respect of the cost of temporary protection reasonably necessary for the safety and protection of the property insured, pending repair of the damaged Premises.

When the Sum Insured is exhausted We will pay up to \$2,000 over and above the Sum Insured in respect of this Additional Benefit 2.

### 4. Reinstatement of Sum Insured

Following a claim under this Section, We will reinstate the Sum Insured from the date of loss, provided You pay any additional premium that may be required by Us. Such reinstatement will be automatic only once during any one Period of Insurance.

### 5. Temporary Protection and Security Guard

If Premises or security protection equipment installed at the Premises are damaged during a Theft or attempted Theft, we will pay the costs reasonably and necessarily incurred for the temporary protection and the employment of security guards to safeguard the Property Insured until the Premises or security protection equipment are repaired or replaced. Our maximum liability under this Additional Benefit is \$2,000 any one event.

## VARIATION AND EXTENSION

Cover only applies if shown in the Schedule

## SETTLEMENT OF CLAIMS

In the event of a claim for:

1. Contents or Specified Items, We will:
  - a. where Contents or Specified Items are destroyed or lost, pay the cost to replace items of such Contents or Specified Items with similar items, to a condition equal to but not better or more extensive than the condition when new.
  - b. where contents or Specified Items are damaged in part only, pay the cost to repair the damage or restore the damaged portion to a condition substantially the same as, but not better or more extensive than, the condition when new.

### Conditions:

1. The work of replacing or repairing must be commenced and carried out with due diligence, failing which We will not be liable to pay more than the amount We would have been liable to pay had the work of replacing or repairing the item been carried out with such due diligence.
2. We will not be liable to make any payment until the cost of replacement or repair is incurred.
3. If the property is not replaced or repaired We will only be liable to pay the Indemnity Value of the property at the time of the damage, but not exceeding the replacement cost.

## LIMITATION

Our total liability 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, will not exceed for each item specified in the Schedule, the Sum Insured shown in the Schedule for that item.

## CONDITION

### Burglar Alarm Systems

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

1. the burglar alarm system is made 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 and are tested daily except during non-business days.

If You do not meet both of these conditions, We may reduce Your payment of or deny the claim.

## EXCLUSIONS

We will not be liable for:

1. any consequential loss whatsoever.
2. loss arising out of:
  - a. the sale or delivery of Property; or
  - b. the payment of Money;for or in consideration of a cheque or negotiable instrument which is subsequently dishonoured.
3. loss or destruction or damage due to, or sustained by, or through Theft or any attempted Theft, or any act of fraud or dishonesty committed by:
  - a. any members of Your family; or
  - b. persons in Your service, other than loss or destruction or damage through Theft or any attempted Theft following forcible and violent entry to the Premises committed by persons in Your service.
4. loss or 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.
5. loss, destruction or damage as a result of trickery.

## CLAIMS PROCEDURE

Please refer to "Claims Procedure" on page 7 of the General Section of this Policy, for details of Your obligations in the event of a claim.

## SECTION 4 — GLASS

### INTRODUCTION

This Section forms part of the Policy only if shown in the Schedule and, if so, must be read together with the definitions, terms, conditions, exclusions and limitations expressed in the General Section of the Policy and the Schedule.

### DEFINITIONS

In this Section:

#### **Breakage**

means

1. for plate or sheet Glass or porcelain, a fracture extending through the entire thickness of the Glass or porcelain;
2. for laminated Glass, a fracture extending through the entire thickness of a lamination;

#### **but not:**

- a. any other damage or disfiguration; or
- b. caused by or in consequence of fire or artificial heat.

#### **Internal Glass**

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

#### **but does not include:**

1. glass forming part of stock in trade or merchandise;
2. glassware, crystal, crockery or china;
3. imperfect glass.

#### **Premises**

means the lot at the Situation.

#### **Specified Glass**

means glass specifically described in the Schedule under Specified Glass.

### COVER

We will indemnify You in the event of Breakage of the Glass shown in the Schedule.

### ADDITIONAL BENEFITS

#### **1. Internal Glass**

In the event of breakage of internal Glass We will indemnify You up to an amount not exceeding \$3,000 for replacing showcase frames, display cabinets and counter frames.

### SETTLEMENT OF CLAIMS

In the event of a Breakage of Glass shown in the Schedule, We will, at Our option:

1. replace the broken Glass in compliance with the requirement of the Standards Association of Australia and any Statutory Authority; or
2. pay the cost of replacement of such Glass.

### EXCLUSION

#### **Unattended Premises**

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

### CLAIMS PROCEDURE

Please refer to Claims Procedure in the General Section of this Policy for details of your obligations in the event of a claim.

## SECTION 5 — BROADFORM LIABILITY

### INTRODUCTION

This Section forms part of the Policy only if shown in the Schedule and, if so, must be read together with the definitions, terms, conditions, exclusions and limitations expressed in the General Section of the Policy and the Schedule.

### COVER

We will indemnify You against:

1. Public Liability; or
2. Products Liability; if shown in the Schedule as an insured item.

### DEFINITIONS

In this Section:

#### **Products Liability**

means Your legal liability to pay damages for an Occurrence (and for consequential loss caused by the Occurrence), caused by an Unknown Defect in Your Products/but excludes Public Liability.

#### **Public Liability**

means Your legal liability to pay damages for an Occurrence (and for consequential loss caused by the Occurrence) in the course of Your Business, but excludes Products Liability.

If Products Liability is not insured, Public Liability includes liability to pay damages for an Occurrence caused by a defect, unknown to You, in food or drink sold or supplied from Your staff canteen.

#### **Business**

means the Business as described in the Schedule and is extended to include:

1. a canteen, social or sporting club or first aid, fire or ambulance service, provided by You and incidental to Your business; and
2. private work undertaken by Your employees for any of Your directors or senior executives.

#### **Managed Organisations**

means any organisation other than subsidiary companies (or their subsidiaries) whose daily activities and daily decision making You are directly controlling and managing.

#### **Personal Injury**

means:

1. bodily injury, death, sickness, disease, disability.
2. shock, fright, mental anguish.
3. false arrest, false imprisonment, wrongful detention, malicious prosecution.
4. libel, slander, defamation of character, humiliation.
5. wrongful eviction, wrongful entry or other invasion of privacy.

#### **Damage to Property**

means:

1. physical damage to;
2. physical destruction of;
3. loss of use of;

#### **Property**

means:

1. physical property not in Your possession or control.
2. premises that You occupy for the purpose of the Business.
3. Vehicles in Your possession or control while in a car park:
  - a. owned, occupied, or leased by You;
  - b. not forming part of a building construction or work site; and
  - c. for the use of which You do not charge a fee.

#### **Products**

means any thing (after it has passed from Your possession and control), including its packaging, that was manufactured grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, re-supplied or distributed by You in the course of Your Business.

#### **Unknown Defect in Your Products**

means:

1. a defect in, or the harmful nature of, Products;
2. a defect or deficiency in any direction or advice provided by You concerning the use or storage of Products; or
3. a failure by You to provide direction or advice concerning the use or storage of Products; that was not known to, or reasonably suspected by, You or Your directors, partners or senior executives, before Your Products left Your possession or control.

## **Pollutants**

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

## **Occurrence**

means Personal Injury or Damage to Property that:

1. is neither intended nor expected from the standpoint of a reasonable person in Your position;
2. is caused by an Event; and
3. occurs:
  - a. within the Geographical Limits; and
  - b. during the Period of Insurance.

## **Event**

means:

1. a single incident;
2. a series or number of incidents either having the same original cause or attributable to the one source; or
3. continuous or repeated exposure to substantially the same general conditions.

## **Geographical Limits**

means:

1. anywhere in the world;
2. but excludes North America for Occurrences in connection with:
  - a. the performance of manual work.
  - b. the ownership, occupancy or tenancy of any building, land or structure.
  - c. an Unknown Defect in Your Products, exported to, sold in or supplied in North America, by You or on Your behalf.

## **North America**

means:

1. the United States of America and Canada; and
2. any state or territory incorporated in, or administered by, or from, either the United States of America or Canada.

## **Aircraft**

means any vessel, craft or thing designed to transport people or goods in, or through, the air or space.

## **Hovercraft**

means any vessel, craft or thing designed to transport people or goods over land or water, supported on a cushion of air.

## **Watercraft**

means any vessel, craft or thing designed to float on or in, or travel on or through, water.

## **Vehicle**

means any type of machine on wheels, on skis or on self-laid tracks, designed to be moved other than by manual or animal power and includes any trailer whilst attached to a vehicle.

## **Use as a Working Tool**

means use for excavating, digging, grading, drilling, lifting, pumping, spraying, vacuuming and the like.

It does not include use for:

1. loading or Unloading goods onto or from a Vehicle, by use of a crane mounted on the Vehicle; or
2. transit to or from or within a work site; or
3. transport or haulage.

## **Loading or Unloading goods onto or from a Vehicle**

means the single action of transferring the weight of the goods (or a portion of a consignment of goods) onto or from the Vehicle.

# **LIMITATIONS**

## **1. Public Liability**

The maximum amount that We will pay for Public Liability;

- a. for one Occurrence ( other than an Occurrence in connection with Pollutants) shall be the Limit of Indemnity for Public Liability shown in the Schedule.
- b. for one Occurrence in connection with Pollutants, shall be the Limit of Indemnity for Public Liability shown in the Schedule, less the sum of the indemnities that We have already paid for Public Liability in connection with Pollutants, that arose during the Period of Insurance.

## **2. Products Liability**

The maximum amount that We will pay for Products Liability for one Occurrence, shall be the Limit of Indemnity for Products Liability shown in the Schedule, less the sum of the indemnities that We have already paid for Products Liability that arose during the Period of Insurance.

3. Where Personal Injury or Damage to Property is caused repeatedly or continuously by one Event, the Personal Injury or Damage to Property:
  - a. shall be an Occurrence only if the Personal Injury or Damage to Property was first discovered during the Period of Insurance; and
  - b. if so, shall be deemed to be a single Occurrence.

4. Personal Injury or Damage to Property that is first discovered: before the Period of Insurance; or after the Period of Insurance; shall not be an Occurrence.
5. Where We are indemnifying more than one legal entity, for Public Liability or Products Liability in respect of the one Occurrence, the maximum amount We will pay in total for all legal entities We are indemnifying, shall be the relevant Limit of Indemnifying, shall be the Limit of Indemnity for Public Liability or Products Liability.

## EXCESS

The Excess shall apply to each Occurrence.

## ADDITIONAL BENEFITS

### 1. Your Legal Costs

- a. In the case of:
  1. Public Liability or Products Liability; or
  2. a claim of Public Liability or Products Liability being made against You.

We will pay Your Legal Costs. Your Legal Costs means:

1. the legal costs and expenses, that You incur with Our written agreement, in defending a claim of Public Liability or Products Liability made against You; and
  2. the legal costs and expenses of any claimant against You for Public Liability or Products Liability that You are liable to pay.
- b. In relation to Public Liability or Products Liability subject to or determined by:
    1. the law outside North America, the indemnity for Your Legal Costs shall not be limited by any Limit of Indemnity;
    2. the law in North America, the indemnity for Your Legal Costs shall be limited to the amount by which the applicable Limit of Indemnity is not exhausted by the indemnity for the Public Liability or Products Liability.

### 2. Cover for Others

Provided that they observe, fulfil and are subject to the definitions, terms, conditions and exclusions of this Section, We will also indemnify, as though they were You, the following that are not named in the Schedule.

- a. Any party with whom You have entered into an agreement for the purpose of Your Business, but only for Occurrences for which You would be liable in the absence of the agreement and only to the extent that the agreement requires You to indemnify that party in relation to that Occurrence.

- b. Any of Your directors, partners, officers or employees, but only for liability incurred by them while acting within the scope of their duties in such capacity.
- c. Any canteen, or social or sporting club, or first aid, fire or ambulance service provided by You and incidental to the Business.
- d.
  1. All Your subsidiary companies (and their subsidiaries) and all Your Managed Organisations, existing at the commencement of the Period of Insurance, for the whole Period of Insurance or until they cease to be Yours before the end of the Period of Insurance; and
  2. all Your subsidiary companies (and their subsidiaries) and all Your Managed Organisations, that became Yours after the commencement of the Period of Insurance, for 30 days from becoming Yours (unless the Period of Insurance ends sooner or they cease to be Yours, whichever shall first occur); but in each case cover is limited;
  3. to the Business described in the Schedule;
  4. to business operations carried out within Australia;
  5. for Public Liability, to Occurrences within Australia.

During the Period of Insurance, You may request Our agreement to insure Your subsidiary companies and Your Managed Organisations that have become Yours after the commencement of the Period of Insurance. If so, the duty of disclosure explained in the General Section of this Policy will apply in relation to such new companies and organisations. If We agree to include such companies and organisations, We may require You to pay an additional premium before We will insure such companies and organisations.

### 3. Cross Liabilities

Where more than one legal entity is insured under this Section, We shall indemnify You against Public Liability or Products Liability to another Insured as if that other Insured were not a party to the Policy.

### 4. Loss of Goods in Your Possession or Legal Control

- a. We will also Indemnify You against Public Liability for physical loss of, or loss of use of, goods that are in Your possession or legal control, as though it were Damage to Property, if the loss was not caused by physical damage or destruction.
- b. The maximum amount that We will pay under this Additional Benefit for all the Public Liability, of all of the parties We are indemnifying, arising during the Period of Insurance, shall be \$10,000.

## 5. **Damage to Goods in Your Possession or Legal Control**

- a. We will also indemnify You against Public Liability for:
  1. physical damage to;
  2. or physical destruction of; goods that are in Your possession or legal control as though it were Damage to Property.
- b. The maximum amount We will pay under this Additional Benefit for all the Public Liability, of all of the parties We are indemnifying, arising during the Period of Insurance, shall be \$100,000.

## EXCLUSIONS

Where an exclusion nominates a cause of an Occurrence, the Exclusion shall apply and We will not indemnify You against the Public Liability or Products Liability for the Occurrence, whether or not that cause is the proximate or effective cause of the Occurrence. We will not indemnify You against the following:

1. **Employer's liability** (Workers' Compensation)
  - a. Liability for Personal Injury to any person arising out of, or sustained in the course of, the employment of such person in Your service, or through the breach of any duty owed to that person, where You;
    1. are indemnified or entitled to be indemnified (either in whole or in part) in respect of claims for damages under a policy of insurance (which expression includes arrangements made by You to provide accident insurance for Your workers under a licence to self insure) arranged (whether required by law or not) in accordance with any worker's compensation legislation or accident compensation legislation; or
    2. would have been indemnified or entitled to be indemnified had You arranged a policy of insurance as required by such legislation.
  - b. Liability for Personal Injury to any person arising out of, or sustained in the course of, the employment of such person in Your service in Western Australia, other than a person of whom by reason only of Section 175 of the Worker's Compensation and Rehabilitation Act 1981 (WA).
  - c. Liability for mental anguish suffered by any person arising out of, or in the course of, that person's employment by, or service to, You.
  - d. Liability for Personal Injury arising out of the harassment, libel, slander, defamation or humiliation of, or discrimination against, any person while in Your service or while employed by You.
  - e. Liability of a type in respect of which indemnity previously would have been provided under a policy of insurance arranged in accordance with any worker's compensation legislation or accident compensation legislation, but in respect of which indemnity has been

withdrawn or reduced as a consequence of a change to the scope, terms, provisions, or requirements of such legislation made after the commencement of the current Period of Insurance of this Policy.

- f. Any other liability imposed by the provisions of any workers' compensation legislation or accident compensation legislation or any industrial award, agreement or determination.

## 2. **Discrimination and harassment**

Liability for discrimination or harassment in violation of statute.

## 3. **Assault and battery**

Liability for assault or battery committed by You or at Your direction, unless it was committed for the purpose of preventing or eliminating danger to persons or property.

## 4. **Waiver of rights**

Liability in respect of all or part of which You, by an agreement, have released or waived Your right to recover indemnity or contribution from another.

## 5. **Contractual liability**

Liability assumed by You under an agreement, unless such liability would have attached to You in the absence of that agreement.

## 6. **Intentionally or recklessly caused Personal Injury or Damage to Property**

Liability in connection with Personal Injury or Damage to Property intentionally or recklessly caused by You or The risk of which You deliberately courted.

## 7. **Faulty Workmanship**

Liability to perform, complete or rectify any work undertaken by You or on your behalf, or to pay the cost of Performing, completing or rectifying such work.

## 8. **Product recall and repair**

Liability to pay:

- a. for the cost of recall, withdrawal from sale, inspection, repair or replacement of Your Products;
- b. for the cost of investigation into the cause of any defect; or
- c. in connection with the loss of use of Your Products.

## 9. **Reinstatement, repair or replacement of Your Products**

Liability:

- a. to reinstate, repair or replace Products; or
- b. to pay the cost of reinstating, repairing or replacing Products; where the damage was caused by those Products.

## 10. Loss of use of Property

Liability for loss of use of Property that has not been physically damaged or destroyed, caused by or arising out of:

- a. a delay in, or lack of, performance, by You or on Your behalf, of any contract or agreement; or
- b. the failure of Your Products to meet warranties or representations as to performance, fitness, quality or durability (but this exclusion shall not apply to liability for physical damage or destruction caused to other Property by a Product.)

## 11. Aircraft Products

Liability in connection with Products that:

- a. are incorporated into the structure, machinery or controls of Aircraft; and
- b. You know are used in Aircraft.

## 12. Aircraft, Watercraft and Hovercraft

Liability in connection with Your ownership or physical or legal control of, or use by You or on Your behalf of, any:

- a. Aircraft;
- b. land, building or structures in an area where Aircraft land or take off, or are housed, maintained or operated;
- c. Watercraft greater than eight metres in length, except while stored on land;
- d. Hovercraft.

## 13. Vehicles

- a. Liability for Personal Injury or Damage to Property in connection with a Vehicle when that Vehicle is required by law to be registered, or to have compulsory indemnity cover against Your Liability, or when such indemnity cover is in force; or
- b. Liability for Damage to Property in connection with a Vehicle that is registered, Exclusions 13a. and 13b. will not apply where the liability arises from:
- c. the delivery of goods to the Vehicle before the Loading of the goods onto the Vehicle, or arises from the collection of goods from the Vehicle after the Unloading of the goods from the Vehicle; or
- d. the Use of the Vehicle, or plant or attachment to the Vehicle, as a Working Tool.

## 14. Earthquake, etc and civil commotion, etc.

Liability in connection with:

- a. earthquake, subterranean fire, or volcanic eruption; or
- b. riot, strike, or civil commotion.

## 15. Pollution

Liability:

- a. in connection with pollution occurring in North America or subject to jurisdiction of North America.
- b. to pay the cost of preventing the discharge, dispersal, release or escape of Pollutants; or
- c. for:
  1. an Occurrence in connection with the discharge, dispersal, release or escape of Pollutants; or
  2. the cost of testing, monitoring, containing, removing, cleaning up or neutralising Pollutants.

Exclusions 15.c.1 and 15.c.2 shall not apply where discharge, dispersal, release or escape of Pollutants:

3. is caused by a single incident;
4. is instantaneous;
5. is clearly identifiable; and
6. is confined to one specific location.

## 16. Asbestos

Liability caused by, arising out of, or in connection with the use or presence of, asbestos.

## 17. Building and demolition

Liability in connection with:

- a. the erection or demolition of buildings;
- b. the alteration of or addition to buildings not owned or occupied by You; or
- c. the alteration of or addition to buildings owned or occupied by You where the total cost of the alteration or addition exceeds \$100,000.

## 18. Vibration and removal of support

Liability for Damage to Property in connection with:

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

## 19. Libel and slander

Liability in connection with the publication or utterance of a libel or slander:

- a. made before the commencement of the Period of Insurance;
- b. made by You, or at Your direction, with knowledge of its falsity; or
- c. related to publishing, advertising, broadcasting or telecasting activities conducted by You, or on Your behalf.

## 20. Fines and punitive damages

Liability for fines or penalties, or punitive, exemplary or aggravated damages.

## 21. Foreign non-admitted cover

Liability under the law of any country, state or territory (outside the Commonwealth of Australia) that requires such liability to be insured or secured with an insurer or organisation licensed in that country, state or territory to grant such insurance or security.

## 22. Cranes

Liability in connection with the operation of a crane in an unsafe condition.

# SPECIAL CONDITIONS

## 1. Reasonable care

You shall:

- a. take all reasonable precautions to prevent:
  1. Public Liability and Products Liability;
  2. Personal Injury and Damage to Property;
  3. the manufacture, sale or supply of defective Products;
- b. comply with, and ensure that Your employees, servants and agents comply with, all laws, by-laws, regulations and recognised standards for the safety of persons or property;
- c. ensure that only competent employees use, operate, maintain and service plant and equipment;
- d. maintain all premises, fittings, plant and equipment in sound condition; and
- e. take immediate action to trace, recall or modify all Products that You know or have reason to suspect contain a defect or deficiency.

## 2. Cranes

You shall at all times, in the operation of cranes, observe and enforce observance of, all laws, by-laws, regulations and recognised standards for the safety of persons or property.

## 3. Welding, Flame Cutting, Application of Heat

You shall ensure that all welding and flame cutting complies with the Australian Standard "AS1674 SAA -Cutting and Welding Safety Code" and its amendments.

(It is a detailed Code, designed to protect persons and property from injury by fire or explosion in the course of cutting, heating or welding operations.)

## 4. Conduct of Your Defence

When You make a claim for indemnity against Public Liability or Products Liability under this Section, We shall have the right to conduct of Your defence, to instruct lawyers to provide advice as to Your liability and to represent You.

## 5. Payment of Limit of Indemnity

We may at any time pay to you the appropriate Limit of Indemnity (after deducting from it any amounts Already paid) or any lesser amount for which a claim or claims may be settled. In doing so We will relinquish the conduct of, and shall be under no further liability in connection with, such claim or claims except for costs and expenses incurred before We made such payment.

## SECTION 6 — MACHINERY

### INTRODUCTION

This Section forms part of the Policy only if shown in the Schedule and, if so, must be read together with the definitions, terms, conditions, exclusions and limitations expressed in the General Section of the Policy and the Schedule.

### DEFINITIONS

In this Section:

#### **Breakdown**

means sudden and unforeseen physical destruction or physical damage to Machinery, which requires repair or replacement to enable normal working to continue.

#### **Cold Chamber**

means the cold storage chamber including all parts of the refrigeration or controlled atmosphere gas generating and scrubbing plant system including the controlling switch gear necessary for the purpose of maintaining the temperature or gas concentration in the cold storage chamber.

#### **Collapse**

means unforeseen and unexpected physical destruction, damage, distortion bending, or crushing of any part of Pressure Equipment, caused by vacuum or reduced pressure in the Pressure Equipment, including insufficiency of water.

#### **Deterioration**

means unforeseen and unexpected putrefaction, decay or contamination of refrigerated Goods within Cold Chambers as specified in the Schedule, caused by a rise or fall in temperature due to:

1. Breakdown of Cold Chamber Machinery, for which a claim has been admitted under this Section, or would have been admitted other than for the application of the Excess.
2. a change in the concentration of gases in the Cold Chamber caused by Breakdown.
3. contamination of Goods caused directly by contact with refrigerant gas leaking from the insured Machinery.
4. failure of the public electricity supply to the terminal point of the suppliers feed at the Situation caused by:
  - a. a Breakdown of the suppliers system; or
  - b. a scheme of rationing necessitated solely by Breakdown of a part of the supply authority's system or;
  - c. a deliberate act of the supplier performed for the sole purpose of safeguarding life or protecting a part of the suppliers system.

#### **Explosion**

means unforeseen and unexpected physical destruction or physical damage caused by sudden and violent rending of the permanent structure of the Pressure Equipment by force of internal steam, gas or fluid pressure (including pressure of ignited flue gases) or vacuum causing displacement of any part of the Pressure Equipment together with forcible ejection of its contents.

#### **Goods**

means the perishable goods specified in the Schedule, including their packaging material, belonging to You or for which You are responsible or have assumed a responsibility to insure.

#### **Machinery**

means the electric, electronic, mechanical or hydraulic machinery belonging to You or for which You are responsible or have assumed a responsibility to insure, but does not include:

1. wiring, fittings and outlet sockets of electric lighting or electric power circuits.
2. calculators, photocopiers, typewriters, mobile phones, pagers, computers and other office machinery.
3. telephone and closed circuit television installations.
4. 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.
5. Pressure Equipment.
6. gaming, gambling, amusement, vending machinery, audio or visual entertainment equipment.
7. machinery hired by You.

#### **Mobile Machinery**

means any mechanically operated or driven machine on wheels or self laid tracks.

#### **Pressure Equipment**

means those parts of the permanent structure of a boiler, pressure vessel, economiser and superheater and attaching pipe systems which are subject to steam, gas or fluid pressure or vacuum, all belonging to You or for which You are responsible or have assumed a responsibility to insure.

### COVER

The property shown in the Schedule, is insured whilst at the Situation, as follows:

1. for Machinery, against Breakdown.
2. for Pressure Equipment, against Collapse and Explosion.
3. for Goods in Cold Chamber, against Deterioration.

## LIMITATION

In respect of Machinery, or Pressure Equipment, 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.

In respect of Deterioration of Goods, Our total liability 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 will not exceed the Sum Insured shown in the Schedule.

## ADDITIONAL BENEFITS

### 1. Increased Cost of Working

If the Sum Insured under this Section is not otherwise exhausted, in respect of each event resulting in a claim, admitted under this Section for Breakdown of Machinery or Explosion or Collapse of a Pressure Equipment, We will pay the reasonable expenses necessarily incurred for:

- a. Temporary Repairs;
- b. Hiring of substitute Machinery or Pressure Equipment;
- c. Overtime;
- d. Express Freight including overseas airfreight.

#### We will not be liable for:

1. the costs and expenses for specialists or consultants to travel to or from Australia;
2. air freight by aircraft specifically chartered for the purpose;
3. overtime charges which exceed fifty percent (50%) of the cost of carrying out the repairs at ordinary rates;
4. Breakdown of Machinery or Explosion or Collapse of Pressure Equipment which has been hired or is on loan to You from a third party.

Our maximum liability under this Additional Benefit is limited to \$25,000 in total any one event or fifteen percent (15%) of the total Sum Insured, whichever is the lesser.

### 2. Cover for Additional Machinery and Pressure Equipment

Cover is extended to include other Machinery or Pressure Equipment, delivered and installed, after the inception of this Section at any of the Situations described in the Schedule, excluding items hired by You.

- a. Such additions must be of a similar type and class as described in the Schedule.
- b. Such additions must be free from known defects and comply with all applicable statutory requirements.
- c. Cover will not attach until such additions have become Your responsibility and have operated satisfactorily at design load, for eight hours in total.

- d. Section limits and Excesses will remain the same for such additions.
- e. You must notify Us of such additions in writing within thirty (30) days of the commencement of such additions.
- f. You must pay the extra premium required by Us for the insurance of such additions.

### 3. Reinstatement of Sum Insured -Goods

Following a claim for Deterioration of Goods in Cold Chambers under this Section We will reinstate the Sum Insured from the date of the 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 claim for:

### 1. Breakdown

In respect of Breakdown of Machinery or Pressure Equipment We will at Our option, repair or replace the damaged items or pay the cash equivalent of such repair or replacement. We will also pay the cost of liquids or refrigerant gas or insulating oil necessary to complete the repairs.

The amount payable will include the cost of transport, labour and the on-site cost of parts.

If it is necessary to replace parts which are unavailable or obsolete, We will not pay more than the estimated cost of similar parts for similar type of plant currently available. If similar parts are found to be unobtainable, We shall not pay more than the manufacturers or suppliers latest list price.

We will not be responsible for the costs of any alterations, improvements, maintenance or overhauls carried out on the occasion of the repair or replacement.

### 2. Explosion or Collapse of Pressure Equipment

We will at Our option, repair or replace the damaged items or pay the cash equivalent of such repair or replacement as follows:

- a. In the case of repairable damage, We will pay the cost of repairs necessary to restore the Pressure Equipment to its condition immediately before the Explosion or Collapse.
- b. In the case where the Pressure Equipment cannot be repaired at a cost less than the value of a new equivalent unit, We will pay the cost of installing and commissioning replacement Pressure Equipment of equivalent quality and size. If the Pressure Equipment is replaced with one that is of a better kind, quality or size, We will pay the cost that would have been incurred if an exact replacement had been installed.

- c. If the repair or replacement is not effected within twelve (12) months of the Explosion or Collapse, We will only pay the Indemnity Value of the Pressure Equipment immediately prior to the Explosion or Collapse.

The amount payable will include the costs of transport, labour, the on-site cost of parts and airfreight.

We will not be responsible for the costs of any alterations, improvements maintenance or overhauls carried out on the occasion of the repair or replacement.

### 3. **Deterioration of Goods in Cold Chambers**

We will at Our option:

- a. replace the Deteriorated Goods; or
- b. pay the actual cost price of the Deteriorated Goods, however, We will not pay for any Deteriorated Goods that had passed their "use by: dates at the date of the loss.

In respect of each event for which a claim is made under this Section:

We will deduct the Excess and the value of any salvage obtained following repair or replacement.

## EXCLUSIONS

We **will not** pay for:

1. consequential financial loss, loss of use, or other indirect loss.
2. liquidated damages or penalties for delay or detentions or in connection with guarantees of performance or efficiency.
3. repair or replacement necessitated by:
  - a. Wasting or wearing out of parts, caused by or resulting from ordinary use or working or gradual deterioration;
  - b. corrosion, cavitation, erosion, deposits of scale, sludge or other sediment;
  - c. any direct consequences of progressive or continuous influences from working or atmospheric or chemical action other than accidental contact with acids or other corrosive substances causing damage which manifests itself within 24 hours of such accidental contact;
  - d. rusting or scratching of painted or polished surfaces, but We will be liable for other physical damage to Machinery or Pressure Equipment insured by this Section, resulting from such causes.
4. the cost of removal of Machinery from a borehole and subsequent replacement.
5. in respect of Machinery:

- a. loss, destruction or damage directly or indirectly caused by or arising from or in consequence of:
  1. fire resulting from explosion or otherwise, lightning, thunderbolt, spontaneous combustion, fermentation, heating or any process involving the direct application of heat.
  2. aircraft or other aerial devices or articles dropped therefrom, or sonic boom.
  3. earthquake, subterranean fire, volcanic eruption.
  4. storm, tempest, rainwater, snow, sleet, wind, hail, water from or action of the sea, tsunami, tidal wave, high water, Flood.
  5. water, liquids, or substances discharged, overflowing or leaking from apparatus, appliances, pipes or other systems unless such apparatus, appliances, pipes or other systems form part of the Machinery.
  6. riots, civil commotions, strikes or locked out workers, or persons taking part in labour disturbances, or acts of vandalism, or acts of any lawfully constituted authority in connection with the foregoing acts, cessation of work whether total or partial.
  7. explosion.
  8. attempts by civil authorities to prevent the spread of fire.
  9. theft or attempted theft.
  10. unexplained inventory shortages or disappearances.
  11. unloading on delivery to, or loading prior to dispatch from the situation.
  12. incorrect siting, demolitions ordered by Government or Public or Local Authorities.
  13. erosion, subsidence, or collapse or any other movement of earth.
  14. testing and commissioning, intentional overloading or experiments.
  15. faults or defects known to You or any employee whose knowledge in law would be deemed to be Yours and not disclosed to Us at the time this insurance was arranged.
  16. any process of heat treatment, welding, grinding, cutting, drilling, shaping or the application of tools to the property other than for the purpose of lifting the insured machine/item.
  17. damaged or faulty doors, lids, catches, latches, locks or any door lid closing or securing mechanism or device of a Cold Chamber.

- b. for loss of or physical destruction or damage caused to:
  - 1. bits, drills, knives, saw blades, heating elements, fuses, electronic valves and tubes, magnetron units, contacts which spark or arc.
  - 2. Dies, moulds, patterns, blocks, stamps, punches.
  - 3. Coating or engraving on cylinders and rolls.
  - 4. Crushing, hammering or grinding surfaces, wear plates, screens, tyres, batteries, burner jets or other parts which by their use and nature, suffer a high rate of wear or gradual deterioration.
  - 5. Sieves, flexible pipes, seals, jointing and packing materials, filters, ropes, chains, belts, elevator and conveyor belts or bands, cables (other than electrical conductors) brushes, refractory materials, fire bars, unless as a result of Breakdown.
  - 6. Fuels, chemicals, filter substances, heat transfer media, cleansing agents, lubricants, oils, catalysts or other operating materials. We will not pay for loss or damage to refrigerants or transformer oils due to defective valves, glands, seals, gauges, or loose connections of pipes. However We will pay for the loss or damage to refrigerants or transformer oils due to breaking of pipes or flared joints.
  - 7. Materials in the course of or undergoing processing.
  - 8. Foundations and masonry – unless specifically included and described in the Schedule.
  - 9. Below ground turbine pump, submersible pump or motor unless such pump or motor is fitted with an effective pressure or flow cut out switch which will stop the motor if the normal pumping pressure or flow is interrupted.
  - 10. Any unattended engine unless such engine is fitted with an effective automatic safety engine monitoring device and such device stops the engine in the event of a lubricating or cooling fault or failure.
- 6. in respect of Pressure Equipment: repair or replacement caused by:
  - a. wasting or wearing away whether by leakage, corrosion or by the action of the fuel or otherwise,
  - b. slowly developing deformation or distortion,
  - c. cracks, fractures, blisters, lamination separation, flaws or grooving which has not penetrated the entire thickness of the material.

however these exclusions will not apply to subsequent Explosion or Collapse.
- d. Explosion or Collapse of any Pressure Equipment if at the time of such Explosion or Collapse:
  - 1. the load on the safety valve upon the particular Pressure Equipment was in excess of the manufacturer's specification;
  - 2. any safety valve limiting the pressure was removed or rendered inoperative;
  - 3. the particular Pressure Equipment was not certified in accordance with the applicable Pressure Equipment inspection regulations.
- e. loss, destruction or damage to Pressure Equipment where:
  - 1. such equipment is operated in an unsafe condition;
  - 2. such equipment does not comply with Australian Standards, codes or laws; or
  - 3. an inspection by a competent person has not been carried out in accordance with the applicable Australian Standards, codes or laws.
- 7. in respect of Machinery and Pressure Equipment: any increase in the cost of repair or replacement necessitated by compliance with any ordinance or law regulating repair, alterations, construction, installation or operation of the insured Machinery or Pressure Equipment.

## SPECIAL CLAUSES

### 1. Loss Minimisation - Goods

If the Sum Insured on Deterioration of Goods is not exhausted and Deterioration occurs to Goods insured under this Section, or if Deterioration is likely to occur to such Goods because of a Breakdown, We will pay any reasonable expenses incurred by You to prevent or minimise the loss of insured goods:

- a. if as a result Our liability is reduced; or
- b. if the expenses were incurred with Our consent; or
- c. if You reasonably considered it expedient to incur these expenses but were not able to obtain Our consent.

### 2. Underinsurance/Average - Goods

In the event of Deterioration of Goods We will not pay for more than that proportion of the loss or damage that the Sum Insured for Goods in Cold Chambers bears to eighty percent (80% ) of the actual total cost price of the Goods in Cold Chambers, specified in the Schedule.

#### Example:

Value of Goods	\$20,000
80% of value =	\$16,000
Sum Insured	\$14,400

Therefore if a \$10,000 loss occurs, we would pay  
 $\$14,400 / \$16,000 \times \$10,000 = \$9,000$

We would pay \$9,000 (less any excess)

## CLAIMS PROCEDURE

Please refer to "Claims Procedure" on page 7 of the General Section of this Policy, for details of Your obligations in the event of a claim.



## CONTACT DETAILS

**You may contact us to give us instructions by mail, fax, telephone or e-mail.**

Strata Unit Underwriting Agency Pty Ltd  
T/A Strata Unit Underwriters  
ABN 30 089 201 534 | AFSL 246719

Unit 5/263 Alfred Street, North Sydney, New South Wales 2060

[info@suu.com.au](mailto:info@suu.com.au) | [www.suu.com.au](http://www.suu.com.au) | T: 1300 668 066 | F: 1300 668 166

**If you need any further information or have any questions please contact us.**