

# Standard Commercial Package Wording



## IMPORTANT NOTES

### 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 which 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 that same duty to disclose those matters to us before you renew, extend, vary or reinstate a contract of insurance.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by the insurer;
- that is common knowledge;
- that the insurer knows, or in the ordinary course of business as an insurer, 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.

### Insurer

This policy is underwritten one hundred (100%) per cent by certain underwriters at Lloyd's of London. Lloyd's is an authorized insurer in Australia within the meaning of that term under the Insurance Act 1973.

In arranging and effecting this Policy, Miramar Underwriting Agency Pty Ltd will be acting under authority given to it by the Insurer. It will be acting as agent of the insurer not as your agent.

## PRIVACY

Lloyd's and its agent are bound by the obligations of the Privacy Act 1988 as amended by the Privacy Amendment (Private Sector) Act 2000 (the Act). This sets out the basic standards relating to the collection, use, disclosure and handling of personal information.

'Personal Information' is essentially information or an opinion about a living individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

Information will be obtained from individuals directly where possible. Sometimes it may be collected indirectly.

Only information necessary for the arrangement and administration of Lloyd's business by Lloyds, its agents and their representatives will be collected. This includes information necessary to accept the risk, to assess a claim, to determine competitive and appropriate premiums.

Lloyd's and its agents disclose personal information to third parties who they believe are necessary to assist them in doing. These parties will only use the personal information for the purposes we provided it to them for (or if required by law).

When you give Lloyd's and its agents personal information about other individuals, we rely on you to have made or make them aware that you will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and the third parties we disclose it to will use it for, and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

You are entitled to access your information if you wish and request correction if required. You may also opt out of receiving materials sent by Lloyd's by contacting Miramar Underwriting Agency Pty Ltd on (02) 8962 2700.

Contact details for Miramar Underwriting Agency are:

Miramar Underwriting Agency Pty Ltd  
Level 3, 39 East Esplanade, Manly, NSW, 2095  
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## GENERAL POLICY DEFINITIONS

<b>Australia</b>	means the Commonwealth of Australia, its dependencies and Territories.
<b>Business</b>	means the Business, trade or occupation specified in the Schedule carried on by You or on Your behalf at and from the Situation and no other for the purpose of this Policy.
<b>Business Hours</b>	mean Your office and working hours (including overtime) during which You or Your employees are on the premises at the Situation for the purpose of Your Business.
<b>Excess</b>	means the amount of each claim, or series of claims which arise out of one event under any one Section, for which We will make no payment. Should more than one Excess be payable under this Policy for any claim or series of claims arising from the one event, such excesses shall not be aggregated and the highest single level of Excess only shall apply. The amount of the Excess for each Section is stated in the Schedule.
<b>Money</b>	means cash, notes, negotiable instruments, cheques, postal notes, post office money orders, negotiable securities, stamps, credit card sales vouchers, instant lottery tickets, bus or transport tickets, telephone credit cards or franking machine credits.
<b>Period of Insurance</b>	means the period stated in the Schedule for which cover is current.
<b>Policy</b>	means this Policy wording together with the Schedule and Endorsements and is also deemed to mean Certificate.
<b>Proposal Form</b>	means the Commercial package Insurance Proposal Form or other written Proposal Form You completed or which was completed on Your behalf.
<b>Safe or Strongroom</b>	means a container or structure which is specifically designed for the secure storage of Money or valuables and is designed to protect the contents against fire and to resist unauthorised opening by hand-held or power operated tools.
<b>Schedule</b>	means the most recent Schedule given to You. It shows the Policy Number together with other details of cover.
<b>Situation</b>	means the location of the risk as stated in the Schedule.
<b>We, Us, Our, Insurers</b>	means certain Underwriters at Lloyd's.
<b>You, Your</b>	means the person(s) named in the Schedule as the Insured.

If the Buildings or Contents defined below and as described in the Certificate, or any part thereof, and which are at the Situation are destroyed or damaged as a result of any of the Events referred to, occurring during the Period of Insurance, then We will pay You the value of that property at the time of the Event or the amount of the damage, or We may at Our option repair, reinstate or replace that property or any part of that property subject always to due allowance for its then state of repair and condition.

**1. Definitions**

1.1 “Buildings”

Means all Buildings, including landlord’s fixtures and fittings, outbuildings, structural improvements, fixed equipment and services, fencing, gates, paths and roadways pertaining to the Buildings but shall not include property undergoing construction or erection or property comprising alterations or additions or repairs when the value of all such work being undertaken exceeds 10% of the Sum Insured or \$350,000, whichever is the lesser.

1.2 “Contents”

Means all stock in trade and merchandise, including trading stock in the course of production, business furniture, machinery, plan and equipment, belonging to You or for destruction or damage for which You are responsible or for which You have assumed responsibility to insure prior to the occurrence of any destruction or damage. Contents also includes:

- 1.2.1 The cost of rewriting or reproducing necessary written or printed documents, computer system records, business records, plans and designs but does not include the cost of obtaining information to be recorded;
- 1.2.2 The cost of repair or replacement of necessary patters, models, moulds, dies and lasts but limited unless repaired or replaced to the value standing in Your financial records;
- 1.2.3 Customers goods, but if any person is entitled to indemnity under any other policy of insurance effected by him/her or by any person other than You this cover will only apply in respect of any amount in excess of that provided by such other policy;
- 1.2.4 Improvements, alterations, decorations, fittings and additions to leased buildings which have been made by You and for which You are not entitled to be reimbursed by the lessor in the even t of destruction or damage.

Contents does not include money, security documents, stamps, explosives or works of art.

**2. The Events Are:**

2.0 Fire

2.1 Lightning;

2.2 Explosion, but excluding destruction of or damage to boilers (other than boilers Used for domestic purposes only) or to economisers or vessels under pressure and their contents resulting from the explosion of the boiler, economiser or vessel;

2.3 Storm, Rainwater, Wind, but excluding destruction or damage caused directly or indirectly:

- 2.3.1 By Flood;
- 2.3.2 By the sea, tidal wave, high water;
- 2.3.3 By erosion, subsidence or landslide;
- 2.3.4 By faulty design or construction;
- 2.3.5 To gates, fences, retaining walls, textile awnings, blinds, signs;
- 2.3.6 To other property in the open air unless it comprises or forms part of a permanent structure designed to function without protection of walls or roofs;
- 2.3.7 To buildings (or their Contents) in the course of construction or reconstruction unless the Buildings are enclosed and under roofs with all outside doors and windows permanently in place;

2.4 Water discharged from any pipe or water system installed in or on the Buildings or an adjoining building or by water from a water main outside the Buildings. Where damage under this clause 2.4 has occurred we will pay the reasonable cost incurred in identifying and locating the cause of the destruction or damage, if it is necessary to do so to carry out repairs.

2.5 Impact by:

2.5.1 Vehicles

2.5.2 Boats

2.5.3 Animals

2.5.4 A falling tree or part of a tree but not if the loss or damage is caused by You or a person acting with Your express or implied consent felling or lopping trees;

2.6 Earthquake, subterranean fire or volcanic eruption or fire caused by earthquake or subterranean fire provided that, for destruction or damage occurring during any one period of 48 consecutive hours to all property located within the one business site, We shall not be liable to pay the first \$20,000 or an amount being 1% of the total Sum Insured under this Policy A, whichever is the lesser. The average / underinsurance clause will first be applied to the claim before determining the amount for which We will not be liable.

2.7 The act of:

2.7.1 Persons taking part in riots or civil commotion or industrial disputes, but excluding any destruction or damage caused directly or indirectly by cessation of work whether total or partial or the delaying, interruption or cessation of any process or operation;

2.7.2 Persons acting maliciously including burglars, but excluding breakage of glass or the act of any such persons who are lessees of the Buildings or Contents. This Event 2.7.2 shall not apply to Buildings (or their Contents) in the course of construction or reconstruction;

2.7.3 Any lawful constituted authority in preventing or attempting to prevent any act of the kind referred to in 2.7.1 and 2.7.2 above or in minimising the consequences of any such act.

For the purposes of Events 2.7.1 and 2.7.2 above destruction of or damage to the property insured shall include the physical loss of the property insured.

### 3. Additional Benefits

We will also pay where a claim is admitted to following an Event but only to the extent to which the Sum Insured on Buildings and Contents (whichever is applicable) is not otherwise exhausted:

3.1 For Removal of Debris:

The reasonable cost of removal of debris, demolition and any temporary repairs necessary, resulting directly from the destruction or damage to the insured property.

3.2 For the Extinguishment Costs:

3.2.1 The wages of Your employees (other than full-time members of a fire fighting unit employed by You);

3.2.1 The cost of replenishment of fire fighting appliances

3.2.1 Any payments required under any statute to be made by You to a fire brigade or fire fighting authority;

Provided that Our liability to wages and costs necessarily and reasonably incurred in extinguishing fires at or adjoining the Situation of The Business or immediately threatening to involve the Situation of The Business.

3.3 Architects and Other Fees

Architects, Surveyors, Legal and Consulting fees approved by Us (which will not exceed those chargeable under the scales of the various institutes and authorities regulating their charges) necessarily incurred and payable to any of the persons referred to in Clause 4.3 in the reinstatement of the damage to Your property but only to the extent that the sum insured on that item is not otherwise exhausted and not including fees incurred to prepare a Claim under the Policy.

3.4 For Costs and Expenses:

Necessarily and reasonably incurred for the temporary protection and safety of property insured pending repair or replacement consequent upon damage recoverable under this Policy A.

3.5 Floor Space Ratio Index (Plot Ratio):

In the event of any Building being damaged so as to constitute total loss or constructive total loss and, as a result of the exercise of Statutory powers or authority by any Government Department, Local Government and any other Statutory Authorities reinstatement of such Building as before is prohibited and reinstatement is only permissible subject to a reduced floor space ratio index.

We agree to pay in addition to any amount payable on reinstatement of such Building the difference between:

3.5.1 The actual cost of reinstatement incurred in accordance with the reduced floor space ratio index and:

3.5.2 the cost of reinstatement, which would have been incurred, had a reduced floor space ratio index not been applicable.

In arriving at the amount payable under 3.5.1 and 3.5.2 above any payments made by Us shall include the extra cost of reinstatement including demolition or dismantling of the insured property, necessarily incurred to comply with the requirements of any Act of Parliament or Regulation made there under or any By- Law or Regulation of any Municipal or other Statutory Authority. Any payment made for the difference between 3.5.1 and 3.5.2 above shall be made as soon as the difference is ascertained upon completion of the rebuilding works and certified by the architect acting on your behalf in the reinstatement of the Building.

#### 4. Endorsements

4.1 Temporary Removal of Property

Temporary removal of Contents and Stock from the Situation to any other premises in Australia and while in transit by road, rail or inland waterway between any of those places (up to an amount of 10% of the total of the Contents and Stock Sums Insured but only to the extent that the sum insured is not otherwise exhausted) but not, motor vehicles other than forklift trucks and similar appliances used for hauling or lifting goods at the Situation.

We will not cover Contents temporarily removed for longer than ninety (90) days without Our prior written consent nor destruction or damage resulting from water or impact of any kind while the Contents are in the open air unless designed to be kept in the open air.

Where We have admitted a claim following the occurrence of a Specified Event, Section 1 extends to cover:

4.2 Removal of Debris and Temporary Repairs

Cost of Removal of Debris, Demolition, Dismantling and any temporary repairs necessary (including Your legal liability for the cost of removal of debris, demolition, dismantling and any temporary repairs in regard to adjoining premises, property, services, roadways, waterways, as well as at the Situation) as a direct result of a Specified Event (up to the greater of the sum insured on that item is not otherwise exhausted and not including fees incurred to prepare a Claim under the Policy.

4.3 Fire Extinguishment & Emergency Services Costs

Fire extinguishment and other Emergency Services costs (up to an amount not exceeding \$5,000) necessarily and reasonably incurred by You in the extinguishment of fire at or adjacent to the location of the property insured by this Section threatening to involve such property.

This shall include the wages of employees necessarily and reasonably incurred in extinguishing the fire (but not full-time members of a fire brigade employed by You), the cost of recharging or if required replacing fire fighting appliances or damage to materials including employees' clothing and substance which is accidentally discharged from any fire extinguishing equipment or otherwise escaping from its intended confines.

**5. Extensions (Must be Noted on the Schedule)**

5.1 Reinstatement and Replacement Value (Including Extra Cost) Conditions:

Where this Extension applies this Policy is subject to the following clauses:

5.1.1 Reinstatement and Replacement Value Conditions: For the purpose of destruction of/or damage to Buildings or Contents (other than stock in trade and customer's goods) by any Event, the basis upon which the amount payable under Policy A is to be calculated is:

5.1.1.1 Where the Building or Contents are destroyed, their reinstatement by similar property by way of rebuilding or replacement in a condition equal to, but not better or more extensive than their condition when new;

5.1.1.2 Where the Building or Contents are damaged, the restoration and the repair of the damaged portion to a condition substantially the same as, but not better or more extensive than their condition when new. The following special provisions apply to this Extension:

5.1.1.3 The work of rebuilding, replacing, repairing or restoring, as the case maybe, (which may be carried out on another site and in any manner suitable to Your requirements but subject to Our liability not being increased as a result) must be commenced and carried out without delay, failing which We shall not be liable to make any payment beyond the amount which would have been payable under this Policy A if this Extension had not applied:

5.1.1.4 If any Building or Contents is/are damaged or destroyed in part only, Our liability shall not exceed the amount We would have been liable to pay for reinstatement if the Building or Contents has been wholly destroyed;

5.1.1.5 Each of the items insured under this Extension is separately subject to the average/underinsurance clause;

5.1.1.6 If you do not reinstate or replace the property We will only pay the amount under this Policy A which would have been payable if this Extension had not applied.

5.1.2 Extra Cost Conditions:

We will pay for the extra cost of reinstatement, including demolition or dismantling of Buildings or Contents (other than stock in trade and customers' goods) necessarily incurred to enable compliance with any statutory requirement at the time of reinstatement, but limited with respect to the total claim payable under Policy A:

5.1.2.1 on Buildings to the Sum Insured;

5.1.2.2 on Contents to the Sum Insured less the value of stock in trade and customers' goods at the time of loss.

If the cost of reinstatement of the damage is less than 50% of what would have been the cost of reinstatement of the property insured had such a property been wholly destroyed, the amount payable under this Extension shall be that relating to the reinstatement only of the portion of the property destroyed or damaged and shall not include any extra cost in relation to any portion of the property which has not been destroyed or damaged and, in any event, shall not exceed the amount which We would have been called upon to pay if that property had been wholly destroyed.

For the purpose of this Extension, "reinstatement" shall mean;

5.1.2.3 Where the Building or Contents are destroyed, their reinstatement by similar property by way of rebuilding or replacement in a condition equal to, but not better or more extensive than their condition when new;

5.1.2.4 Where the Building or Contents are damaged, the restoration and the repair of the damaged portion to a condition substantially the same as, but not better or more extensive than its condition when new.

The following special provisions apply to this Extension:

5.1.2.5 The work of reinstatement (which may be carried out wholly or partially upon another site if made necessary by any statutory requirements, but subject to Our liability not being increased as a result) must be commenced and carried out without delay, failing which We shall not be liable to make any payment beyond the amount which would have been payable under this Policy A if this Extension had not applied;

5.1.2.6 The amount payable under this Extension shall not include any extra cost to comply with any statutory requirement imposed before the happening of the destruction or damage.

## 5.2 Accidental Damage

Loss or damage to Buildings, Contents or Stock caused by any accident (up to the greater of the sum insured under that item stated in the Schedule or \$10,000) but not, loss or damage caused by any event excluded therein, theft or any attempt threat or armed hold-up, fraudulent or dishonest acts by Your employees, wear and tear, fading, scratching or marring, gradual deterioration or developing flaws, normal upkeep or making good, the action of animal, fish, birds, moths, termites or other insects, vermin, rust or oxidation, mildew, mould, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, change in flavour or texture or finish, error or omission in design or plan or specification or failure of design, faulty materials or faulty workmanship, any order of any government public or local authority including the confiscation.

## 6. Special Conditions Applying to Policy A

### 6.1 Hazardous Goods:

These may be stored if Usual to the occupancy at the premises, but only in such quantities and in such manner as permitted by law.

### 6.2 Average / Underinsurance

In the event of destruction or damage to the Buildings or Contents, if the respective Sum/s Insured is/are less than 80% of the value of either Buildings or Contents at the time such destruction or damage occurs We will only pay the proportion of such destruction or damage that the respective Sum/s insured bear to 80% of those respective values but limited also to the Sum/s insured.

This clause shall not apply if the amount of any destruction or damage does not exceed 5% of the respective Sum insured.

Where the reinstatement and replacement value (including Extra Cost) conditions extension of this Policy A applies, then for the purpose of this special condition the value of Buildings or Contents shall include the cost which would have been incurred in reinstatement or replacement of the whole of the property insured had been destroyed.

6.3 Sprinkler and Fire Alarm Systems:

You must exercise all due care to maintain any such systems under Your control so that they are in good working order at all times.

6.4 Excess:

The amount of each claim otherwise payable shall be reduced by the amount of Excess shown on the Certificate.

## BUSINESS INTERRUPTION – POLICY B

If, as a result of any of the Events referred to in Policies A or C occurring during the Period of insurance:

**1.**

You suffer loss of or damage to property in circumstances in respect of which You are entitled to indemnity under Policies A or C which property would but for the existence of any other policy have been insured under Policies A or C, and You would have been entitled to indemnity.

**2.**

There is loss or damage to property in the vicinity of the Situation which prevents or hinders the Use or access to those premises and that loss or damage is caused in circumstances which would give rise to an admissible claim if that property Were insured under Policy A;

And provided that the carrying on of The Business is interrupted or interfered with as a result, We will pay to You the amount of actual loss resulting from such interruption or interference in accordance with the terms and conditions set out below.

You will also be indemnified for Accountants Fees necessarily and reasonably incurred in providing and certifying information required under Special Condition 6.2.2.

**3. Basis of Settlement:**

The maximum amount which We will pay under this Policy B is the actual loss of Trading Profit due to a reduction in Takings and an increase in cost of working. The amount payable shall be:

3.1 In respect of reduction in Takings – the sum produced by applying the Rate of Trading Profit to the amount by which the Takings during the Indemnity Period shall as a result of the loss or damage fall short of the Standard Taking;

3.2 In respect of increase in cost of working – the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or lessening the reduction in Takings which but for that expenditure would have taken place during the Indemnity Period as a result of the loss or damage, but not exceeding the sum produced by applying the Rate of Trading Profit to the amount of the reduction thereby avoided;

Business payable out of Trading Profit as may cease or be reduced as a result of the loss or damage; and provided that if the Sum Insured for this Policy B be less than the sum produced by applying the Rate of Trading Profit to the Annual Takings, the amount payable shall be proportionately reduced.

#### 4. Definitions:

For the purpose of this Policy B:

- 4.1 "Trading Profit" means the annual Takings less the cost of goods or materials or services relating to those Takings.
- 4.2 "Gross Income" means the money paid or payable to You for:
  - 4.2.1 goods sold and delivered and for work done;
  - 4.2.2 services rendered;
  - 4.2.3 rents receivable;

In the course of carrying on The Business at the Situation. If, during the Indemnity Period, goods shall be sold or work done or services rendered or rents earned elsewhere than at the Situation for the benefit of The Business either by You or by others on Your behalf. The monies so paid or payable for those activities shall be brought into account in arriving at the Takings during the Indemnity Period.

- 4.3 "Indemnity Period" means the period beginning with the occurrence of the loss or damage and ending not later than the number of months thereafter shown in the Certificate under that heading during which the results of The Business shall be affected as a result of that loss or damage.
- 4.4 "Rate of Trading Profit" means the Rate of Trading Profit earned on the Takings during the financial year immediately before the date of the occurrence of the loss or damage, but adjusted as stated below.
- 4.5 "Annual Income" means the Income during the twelve months immediately before the date of the occurrence of the loss or damage, but adjusted as stated below.
- 4.6 "Standard Income" means the Income during the period corresponding with the Indemnity Period in the twelve months immediately before the date of the occurrence of the loss or damage, but adjusted as stated below.

The Rate of Trading Profit, Annual Income and Standard Income shall be adjusted as may be necessary to provide for variations in or other circumstances affecting The Business so that the adjusted figures shall represent as far as possible the results which but for the loss or damage would have been obtained during the relevant period after the loss or damage occurred.

In the event of loss or damage occurring before the expiry of the first financial year of The Business, the results of The Business to the date of the loss or damage shall be used as a basis upon which to assess any loss subject otherwise to all the conditions of the Policies including this Policy B.

#### 5. Endorsements:

- 5.1 Accumulated Stocks Provision:

In adjusting any loss, an account shall be taken and due allowance made if any shortage in Income due to the interruption or interference is postponed by reason of the Income being temporarily maintained from accumulated stocks of finished goods.
- 5.2 Suppliers Premises:

Any loss as insured by this Policy B is extended to include actual loss resulting from interruption of or interference with The Business as a result of damage to property, in circumstances which would give rise to an admissible claim under Policy A if that property Were insured under Policy A, within Australia at any of the premises of Your suppliers, manufacturers or processors of component goods and materials, provided that Our liability under this Endorsement shall not exceed 20% of the Sum Insured under this Policy B.

5.3 Adjustment of Premium:

In the event of the Trading Profit earned during the accounting period of twelve months most nearly concurrent with any Period of Insurance as certified by Your auditor being less than the Sum Insured, a pro rate return of premium not exceeding 50% of the premium paid on such Sum Insured for that period of Insurance will be made in respect of the difference. If any loss or damage shall have occurred giving rise to a claim under this Policy B, such return shall be made in respect only of so much of the difference as is not due to such loss or damage. The allowance of any return premium is conditional upon You lodging Your auditor's certificate with Us within twelve months of the expiry of the Period of Insurance for which return of premium is claimed.

5.4 Public Utilities:

Any actual loss resulting from interruption or interference with The Business consequence of damage to property at any electricity station or sub-station, gas works or water works of a public supply undertaking from which You obtain electric current, gas or water shall be deemed to be loss resulting from damage to property Used by You at the Situation provided that the damage occurs during the Period of Insurance.

5.5 Deductible or Excess Waiver Clause

It shall not be a condition precedent to liability in respect of interruption or interference in consequence of destruction or damage (as within defined) that payment shall have been made or liability admitted under the insurance covering the interest of the Insured in the property at The Premises against such destruction or damage if no such payment shall have been made nor liability admitted solely owing to the operation of a proviso in such excluding liability for loss below a specified amount.

## 6. Special Conditions Applying to Policy B

6.1 Cancellation:

If The Business is wound up, or carried on by a liquidator or receiver or permanently discontinued, We can refuse to pay a claim and cancel this Policy and any premium in respect of the unexpired Period of Insurance will be refunded if requested.

6.2 Claims Procedure:

On the happening of any loss or damage You must:

6.2.1 Use due diligence and do and concur in doing all things reasonably practicable to minimise any interruption of or interference with The Business and to avoid or diminish the loss;

6.2.2 Comply with the General Conditions of the Policy and as soon as possible deliver to Us a statement in writing of any claim, together with all particulars and details reasonably practicable as to the loss. You must also produce and furnish to Us all documentation, which We may reasonably require, and any other information verified if requested by Us on oath.

## BURGLARY – POLICY C

If any of the Contents as defined below and as described in the Certificate and while contained within the premises at the Situation shown in the Certificate (which premises for the purpose of this Policy C shall not include any garden, yard or open veranda) are lost or damaged as a result of any of the Events set out below and occurring during the Period of Insurance, then We will pay You the value of those Contents at the time of the Event up to the limit of Indemnity or the amount of the damage, or We may at Our option reinstate or replace those Contents or any part or repair the damage.

### 1. Definitions:

For the purpose of this Policy C:

- 1.1 "Contents" means all stock in trade or merchandise, including trading stock in the course of production, business furniture, machinery, plant and equipment, belonging to or for loss or damage for which You are responsible or for which You have assumed responsibility to insure prior to the occurrence of any loss or damage.

Contents also includes:

- 1.1.1 The cost of rewriting or reproducing necessary written or printed documents, computer system records, business records, plans and designs but does not include the cost of obtaining information to be recorded;
- 1.1.2 The cost of repair or replacement of necessary patterns, models, moulds, dies and lasts, but limited unless repaired or replaced to the value standing in Your financial records;
- 1.1.3 Customers goods, but if any person is entitled to indemnity under any other policy of insurance effected by him/her or by any person other than You this cover will only apply in respect of any amount in excess of that provided by such other policy;
- 1.1.4 Improvements, alterations, decorations, fittings and additions to leased buildings which have been made by You and for which You are not entitled to be reimbursed by the lessor in the event of loss or damage.

Contents does not include Tobacco, Cigarettes, Cigars and Liquor.

- 1.2 Tobacco, Cigarettes, Cigars and Liquor means Tobacco, Cigarettes, Cigars and Liquor belonging to You or for which You are responsible or for which You have assumed responsibility to insure prior to the occurrence of any loss or damage.

### 2. The Events Are:

- 2.1 Theft or any attempted theft following upon actual forcible and violent entry on the premises;
- 2.2 Theft or any attempted theft by a person unlawfully concealed on the premises;
- 2.3 Theft or any attempted theft by a person who Uses immediate violence or threat of violence;

### 3. Additional Benefits:

- 3.1 Temporary Protection  
The cost of temporary protection reasonably necessary for the safety and protection of the Contents and Stock following loss or damage to the premises at the Situation.
- 3.2 Replacement Locks  
The cost of replacing locks and keys which secure external doors, windows and other openings of the buildings at the Situation, the keys for which are lost or stolen during the Period of Insurance but such locks must be replaced with locks of a similar type and quality. We will not pay more than \$1,000 under this Clause in any one Period Of Insurance.

#### 4. Exclusions:

This Policy C Does not cover:

- 4.1 Theft of or loss or damage to:
  - 4.1.1 Cash, banknotes, negotiable cheques, Australia Post money orders, negotiable securities, sales vouchers or stamps.

#### 5. Special Conditions Applying to Policy C:

- 5.1 Burglar Alarm Systems:
  - 5.1.1 You must 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;
  - 5.1.2 It is a further condition that the burglar alarm systems are made operative whenever the premises are left unoccupied;

In the event of a breach of these Special Conditions no entitlement to claim under this Policy C will arise.

- 5.2 Excess
  - 5.2.1 The amount of each claim otherwise payable shall be reduced by the amount of Excess shown on the Certificate.

## MONEY – POLICY D

If You suffer loss of Money during the Period of Insurance from any cause not excluded by this Policy D, We will pay You the amount of such loss up to the amount shown against each item in the Certificate as being the limit of Indemnity.

#### 1. The Money is Insured while:

- 1.1 In transit to or from the premises at the Situation shown in the Certificate while in Your personal custody or the personal custody of persons authorised by You, including while such money is contained in the night-safe shall cease at bank closing time on the next business day following deposit of the money. In the case of Money drawn as wages or salaries and carried by You or persons authorised by You, such Money is insured also while at the premises and while at places from which it is being paid until actually paid, provided that Our liability for Money not paid out on the day of withdrawal from the bank shall be limited to an amount not exceeding 40% of the particular withdrawal and provided further that (during non-business hours) such Money must be kept in a securely locked safe or securely locked strong room on Your premises;
- 1.2 In Your personal custody or that of persons authorised by You while contained in Your or their private residence. Our liability for such Money will cease at bank closing time on the next bank business day following that on which the transit of the Money to the private residence was completed;
- 1.3 On the premises at the Situation shown in the Certificate:
  - 1.3.1 During your normal business hours;
  - 1.3.2 Outside your normal business hours;
  - 1.3.3 At any time while contained in a securely locked safe or securely locked strong room.

## 2. Definitions:

For the purpose of this Policy D:

- 2.1 "Money" means current coin, bank notes, currency notes, cheques (excluding non-negotiable cheques), Australia Post money orders, negotiable securities, sales vouchers, unused postage and revenue stamps; belonging to The Business or for loss of which You are lawfully responsible in connection with the running of The Business.

## 3. Exclusions:

This policy D does not cover loss:

- 3.1 Due to shortages resulting from clerical or accounting errors in receiving or paying out;
- 3.2 Not discovered within five working days of the loss occurring
- 3.3 Of Money carried by professional money carriers, professional carriers or common carriers;
- 3.4 From any unattended vehicle;
- 3.5 From a safe or strong room opened by a key or by Use of details of a combination either of which has been left on the premises while the premises are closed for business;
- 3.6 Of any consequential kind;
- 3.7 Occurring outside Australia
- 3.8 Exceeding \$1,000 during any one Period of insurance by or through the collusion of or any act of fraud or dishonesty by any person or persons in Your service

## 4. Special Conditions Applying to Policy D

- 4.1 Burglar Alarm Systems:
  - 4.1.1 You must 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;
  - 4.1.2 The amount of each claim otherwise payable shall be reduced by the amount of Excess shown on the Certificate.
- 4.2 Excess:
  - 4.2.1 The amount of each claim otherwise payable shall be reduced by the amount of Excess shown on the Certificate.

## GLASS – POLICY E

In the event of Breakage of Glass belonging to You or for breakage of which You are responsible, occurring at the premises at the Situation shown in the Certificate during the Period of Insurance. We will pay for the cost of replacement of that Glass.

### 1. Definitions:

For the purpose of this Policy E:

- 1.1 "Breakage or Broken" means a fracture extending through the entire thickness of the Glass.
- 1.2 "Glass" means fixed glass, showcase glass, glass table tops (fixed or unfixed), mirrors (hanging or fixed), external or internal, including wash basins, urinals and toilet pans.

### 2. Additional Benefits:

If breakage of glass occurs in circumstances giving rise to indemnity under this Policy E We will also pay for:

- 2.1 Damage to sign writing, ornamentation, reflective materials, burglar alarm tapes and connections attached to the Glass, following Breakage of the Glass;
- 2.2 Damage to window/door frames and tiled shop fronts forming part of the premises if caused by external violence.
- 2.3 Illuminated Signs:  
Where this extension applies in the event of –  
Breakage of Glass or artificial panels forming part of the fixed illuminated signs at the Situation shown in the certificate
- 2.4 Excess:  
The amount of each claim otherwise payable shall be reduced by the amount of Excess shown on the Certificate

### 3. Exclusions:

This Policy E does not cover:

- 3.1 The cost of removal or replacement of any fittings, fixtures or other obstructions except as specifically provided for in the Additional Benefits section of this Policy E;
- 3.2 Breakage of cracked or imperfect Glass, or where included, Fixed Basins or artificial panels forming part of fixed illuminated signs;
- 3.3 Breakage of Glass forming part of stock in trade or merchandise;
- 3.4 Breakage resulting from or as a consequence of any fire.

## SECTION 6 GENERAL PROPERTY

### 1. Definitions Applying To This Section:

General Property means the items of property owned by You or for which You are legally responsible which are stated in the Schedule including any accessories or carrying cases.

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

### 2. Cover Under This Section

- 2.1 We will pay for Loss of Property Insurance anywhere in Australia

### 3. Basis of Settlement

- 3.1 We may at Our option repair or replace any lost or damaged General Property, or pay the lesser of the amount of the loss or damage up to the market value, or the General Property sum insured stated in the Schedule.
- 3.2 We will not pay for the cost of any alterations, improvements or overhauls carried out on the occasion of repair or replacement resulting from a Loss.
- 3.3 Where the Loss is confined to part of the item of General Property, We shall pay for the repair or replacement of that item plus the cost of any dismantling and reassembling necessary.

### 4. Exclusions:

We will not pay for loss or damage directly or indirectly caused by:

- 4.1 Mechanical or electronic breakdown or derangement unless as a consequence of a Loss;
- 4.2 Cracking, scratching or breakage of glass or fragile items or surfaces unless as a consequence of Loss;
- 4.3 Loss or damage caused by rust or oxidation, mildew, mould, moths, vermin, insects, change of colour, or any process of heating, drying, cleaning, dyeing or alteration to the item of General Property;
- 4.4 The action of light or atmospheric conditions or gradually developing conditions, vibration, wear and tear or depreciation;
- 4.5 Dishonesty by You or others to whom the item of General Property may be delivered, entrusted, loaned or rented;
- 4.6 Action of the sea, tidal wave, high water or flood.
- 4.7 Theft without forcible and violent entry to locked premises or vehicles containing the General Property.
- 4.8 We will not pay for loss or damage to sporting equipment while in use.
- 4.9 We will not pay for consequential loss of any description.
- 4.10 We will not pay Your Excess.

## GENERAL CONDITIONS AND EXCLUSIONS APPLYING TO ALL POLICIES

### 1. General Exclusions

- 1.1 None of these Policies 1 to 6, provide cover for loss, damage, destruction or liability directly or indirectly caused by or happening through or in consequence of:
  - 1.1.1 Your dishonest, criminal, fraudulent, malicious act, or such an act committed with Your connivance;
  - 1.1.2 War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or Usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- 1.2 Policies 1 to 6 do not provide cover for loss, damage or destruction directly or indirectly caused by or happening through or in consequence of:
  - 1.2.1 Nuclear Weapons material;
  - 1.2.2 Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Combustion shall include any self-sustaining process of nuclear fission.
- 1.3 Policies 1, 2 and 6 do not cover losses caused by or occasioned through:
  - 1.3.1 Computer virus, including an executable programme or computer code segment including one that is self replicating, requires a host programme or executable disc segment in which it can be contained, and which destroys or alters the host programme or other computer code or data, causing undesired programme or computer system operation.

### 2. Alteration:

If there is any change or alteration after the commencement of these Policies which will or might increase the risk of any claim being made, and in particular relating to:

- 2.1 The nature of The Business carried on;
- 2.2 The nature of the occupation of or other circumstances affecting the Buildings insured or containing any insured property;
- 2.3 The fact that the Buildings insured or containing any insured property become unoccupied;
- 2.4 Removal of the property insured from the Situations referred to in the Certificate except as specifically provided by these Policies;
- 2.5 Where Your interest ceases except by will or operation of law;

Then We are entitled to refuse to pay a claim under these Policies unless You have advised Us in writing as to any such changes and We have agreed to them.

### 3. Due Diligence:

You must take all reasonable care and precautions for the safety and protection of the property insured and must at all times Use due diligence in maintaining the property insure in such order and condition as to minimise the risk of loss destruction or damage by any of the Events insured against and should any damage have occurred prior to the commencement of the insurance and such damage not have been repaired or made good We shall not be liable for such damage or for any resultant loss, destruction or damage.

#### 4. Other Insurances:

If at the time of any loss, damage, destruction or liability happening there shall be any other insurance effected by a person other than You covering the same loss, damage, destruction or liability, or any part. We shall only be liable for an amount over and above that recoverable under such other insurance.

#### 5. Cancellation:

You may cancel any or all of these Policies at any time by notifying Us in writing and We will refund to You any premium for the unexpected Period of Insurance calculated at Our current short-term rates. We may cancel any or all of these Policies by notice in writing at any time upon breach by You of any Condition, including a Condition relating to the payment of premium, or for any other reason available to Us at law. Upon cancellation of the Policies by Us, We will refund to You a proportion of the premium applicable to the unexpired Period of Insurance.

#### 6. Claims:

On the happening of any Event likely to produce a claim under any of these Policies, You must forthwith give notice in writing to Us and give Us at Your own expense full details in writing containing as particular an account as is practicable of all the circumstances with particulars of the property lost, destroyed or damaged or persons injured and the extent of the loss or damage or the injury sustained and if demanded a statutory declaration verifying the claim and any connected matter. You must notify the Police immediately if any of the insured property is lost, stolen or maliciously damaged and take all practicable steps to discover the person(s) responsible and to recover the property lost or stolen. You or any other person claiming any benefits under any of these Policies must notify Us as to any other insurances effected covering the same loss or benefit.

We and every person authorised by Us, without incurring any liability and without prejudicing Our rights in any way to rely upon any conditions of any of these Policies, may enter, take or keep possession of the buildings or premises where any loss, damage or destruction has occurred and We may take possession of or require to be delivered to Us any of the property which is insured and deal with the same for all reasonable purposes and in any reasonable manner. This condition shall be evidence of Our right to do so. If You or anyone acting on Your behalf shall not comply with Our requirements or shall hinder or obstruct Us or any person authorised by Us in carrying out any of the acts referred to, then We may at our option decline to pay any monies otherwise payable under these Policies, but without prejudice to Our rights to cancel these Policies or any of them. You shall not in any case be entitled to abandon any property to Us whether or not We have taken possession.

You must give Us written notice as soon as possible of every occurrence, claim, writ, summons or proceedings including any prosecution or inquest and all information in relation to such matters for which there may arise any liability under any of these Policies.

You must not admit liability if an accident occurs which is likely to result in someone claiming against You and for which We insure You. We may, at Our option, take over and conduct in Your name the defence or settlement of any claim made or which may be made against You and We shall have full discretion in doing so. We shall have full discretion in the conduct of any proceedings in connection with any claim and You must give Us all information and assistance that We may require.

#### 7. Co-Operation:

If We elect or become bound to reinstate any property You shall produce and give to Us all such plans, documents, books and information as We may reasonably require. We shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured for that item.

#### 8. Subrogation:

In the Event that We have a right to recover any monies payable under these Policies from any other person, You must co-operate with Us fully in any proceeding, available to Us at law, which We may take.

#### 9. Reinstatement After Loss:

Any specific requests by You for reinstatement or variation of these Policies subsequent to a claim will only be considered on such terms that may mutually be agreed upon.

**10. Other Insurances:**

We will only recognise and be bound to accept those interests which are notified to Us at the time of issue of cover, or which are notified to Us from time to time and accepted by Us. We shall not be liable to pay any benefits for any loss, destruction or liability if You agree or have agreed to limit or exclude any right of recovery against any third party causing that loss, damage or destruction or causing You to incur liability.

All persons entitled to any benefit under any of these Policies shall be bound by three terms of these Policies.

No interest in these Policies may be transferred without Our written consent.

**11. Single Event:**

No payment for loss or damage to property insured by these Policies will be made under more than one Policy in respect of the same property and same Event.

**12. Service of Suit Clause (Australia) (Applicable to Lloyd's Underwriters Proportion Only)**

12.1 In the event of a dispute under this Policy, Underwriters at the request of the insured (or reinsured) will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.

12.2 Any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Australia Limited  
Suite 2, Level 21 Angel Place  
123 Pitt Street  
Sydney NSW 2000

Telephone: 02 9223 1433  
Facsimile: 02 9233 1466

Who has the authority to accept service and to enter on Underwriters' behalf. And who is directed at the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that he will enter an appearance on the Underwriter's behalf.

12.3 If a suit is instituted against any of the Underwriters hereon will abide by the final decision of such Court of any competent Appellate Court.

**Millennium Endorsement**

This Insurance does not cover any physical loss or damage or any consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000.

- i. Correctly to recognise, any date as its true calendar date
- ii. To capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date.
- iii. To capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date.

But this shall not exclude:

A. Any ensuing physical loss of or damage to property insured;

- i. resulting from a peril insured under this insurance and
- ii. which is not otherwise excluded;

nor

B. Any consequential loss, as covered under this Insurance, which may arise from such ensuing physical loss or damage.

#### **Terrorism Exclusion**

Liability for loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

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

If the Underwriters allege that by reason of this exclusion, any loss, injury, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

#### **Micro-Organism Exclusion**

Any loss, damage, claim, cost, expense or sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applied regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

#### **Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause**

This Policy does not cover

- a. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
- b. any legal liability of whatsoever nature

Directly or indirectly caused by or contributed to by or arising from

- i. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**War and Civil War Exclusion Clause**

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil wars, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.