

# S U R A AUSTRALIAN BUS AND COACH



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**General Conditions and Exclusions  
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# About

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## About SURA Australian Bus and Coach

SURA Australian Bus and Coach (ABC) is a Trading Name of SURA Pty Ltd ABN 36 115 672 350, AFSL 294313. SURA Australian Bus and Coach has developed this Bus Proprietor's Depot and Liability Insurance Policy which is underwritten by QBE.

SURA Pty Ltd has an authority from QBE to arrange, enter into, bind and administer this insurance including settle claims in relation to it for QBE. They will be acting as agent of QBE, not as Your agent.

If You require further information, please contact Your broker or SURA Australian Bus and Coach.

### Our contact details are:

Level 14, 141 Walker Street  
North Sydney NSW 2060

PO Box 1813  
North Sydney NSW 2059

Telephone. 02 9930 9500

## About the Insurer

This insurance is underwritten by QBE.

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886. Our purpose is to give people the confidence to achieve their ambitions.

You should contact our agent SURA Australian Bus and Coach in the first instance in relation to this insurance.

# Important Information

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This document contains:

- This Part 1 - Important information section which contains certain important notices, terms and other information;
- Part 2 – Policy Cover section which sets out the covers this insurance can provide (subject to eligibility) and the other standard terms and conditions which will apply to the covers (including any applicable limits and exclusions).

Please note that the General Definitions (page 13) sets out the special meaning We give to certain words used in the Policy. Other words may be specially defined in a Policy section, term or condition.

If We issue You with a Policy, You will be given a Policy Schedule. The Policy Schedule sets out certain additional terms applicable to Your Policy and other matters specific to You such as the cover You have been issued and the Policy Sums Insured and Limits of Liability.

The Policy Schedule must be read together with this document and any other documents We agree with You will form part of Your Policy that We issue to You. Where We agree, documents other than this document and the Policy Schedule will form part of the Policy, any such documents will be dated and will include a statement identifying them as part of the Policy.

Together they form Your Policy/contract with Us.

## Duty of Disclosure

Before You enter into an insurance contract, You have a duty to tell Us of anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms. You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary, or reinstate an insurance contract. You do not need to tell Us anything that:

- reduces the risk We insure You for;
- is of common knowledge;
- We know or should know as an insurer; or
- We waive the duty to tell Us about.

## If you do not tell us something

If You do not tell Us anything You are required to, We may cancel the contract or reduce the amount We will pay You if You make a claim, or both.

If the failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

## Privacy Statement

In this Privacy Statement the use of "We", "Our" or "Us" means SURA and QBE unless specified otherwise.

In this Privacy Statement the use of personal information includes sensitive information.

We are committed to protecting the privacy of the personal information that You provide to Us.

The Privacy Act 1988 contains the Australian Privacy Principles which require Us to tell You that We collect, handle, store and disclose Your personal and sensitive information for the specific purpose of:

- deciding whether to issue a policy,
- determining the terms and conditions of Your Policy,
- compiling data to help develop and identify other products and services that may interest clients, and
- handling claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- whether the information or opinion is true or not;
- whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual's racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

You have given Us Your consent to collect, use and disclose Your personal information in order to provide You with the relevant services and/or products.

When You give Us personal information about other individuals, We rely on You to have made or make the individual aware that You will or may provide their personal information to Us and the types of other parties and service providers We may provide it to, the relevant purposes We and the other parties and service providers will use it for, and how they can access it. If You have not done or will not do either of these things, You must tell Us before You provide the relevant personal information to Us.

We will protect Your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorised access, disclosure and alteration. Some of the safeguards that We use are firewalls and data encryption, physical access controls to Our data centres, and information access authorisation controls.

We disclose personal information to other parties and service providers whom We believe are necessary to assist Us and them

in providing the relevant services and/or products. For example, in handling claims, We may have to disclose Your personal information to other parties and service providers such as Our claim management partner, other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. We will limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which We supplied it.

We may disclose Your personal information to Our insurers, reinsurers, related entities and service providers overseas where it is reasonably necessary for, or directly related to, the functions, services or activities We provide to You. When we transfer Your information to other countries, including countries which may not have data protection laws that provide the same level of protection that exists in Australia, We will protect the information as described in this Privacy Policy.

If You do not provide the personal information requested and/or do not provide Us with Your consent to the use and disclosure of Your personal information as set out in this Privacy Statement, Your insurance application may not be accepted, or We may not be able to administer Your Policy, or You may be in breach of Your duty of disclosure, the consequences of which are set out under the heading Duty of Disclosure in this document.

We will notify you as soon as possible if Your personal information is involved in a data breach that is likely to result in serious harm to You.

If You would like a copy of Our Privacy Policies, would like to seek access to or correct Your personal information, opt out of receiving materials We send, complain about a breach of Your privacy or You have any query on how Your personal information is collected, stored or used, or any other query relating to Our handling of Your personal information, please contact Us.

A copy of SURA's full Privacy Policy is located at [www.sura.com.au](http://www.sura.com.au)

A copy of QBE's full Privacy Policy is located at <https://www.qbe.com.au/about/our-business/governance/privacy>

## **The General Insurance Code of Practice**

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at [codeofpractice.com.au](http://codeofpractice.com.au).

## **Complaints and Dispute Resolution Process**

### **Internal Dispute Resolution process**

We view seriously any complaint made about Our products or services and will deal with it promptly and fairly.

If You have a complaint, please first try to resolve it by contacting the relevant member of Our staff.

If the matter is still not resolved, please then contact Our Internal Disputes Resolution Officer on (02) 9930 9500, or by email at [IDR@SURA.com.au](mailto:IDR@SURA.com.au) or by writing to Us at the address for SURA Specialty given above. They will seek to resolve the matter in accordance Our Dispute Resolution procedures.

If You are not satisfied with the final decision, You may wish to contact the Australian Financial Complaints Authority (AFCA).

### **AFCA**

The AFCA is a free independent external disputes resolution service provided to customers to review and resolve complaints, subject to the complaint falling within its rules.

You may refer a complaint to the AFCA at any time. Time limits apply. For example, AFCA may not consider Your complaint referred to AFCA more than 2 years after We provide a final IDR response to You, unless AFCA considers special circumstances apply. If in doubt, contact AFCA.

For further details You can visit their website at [www.afca.org.au](http://www.afca.org.au) or contact them:

Australian Financial Complaints Authority  
PO Box 3  
Melbourne, VIC, 3001  
Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)

If AFCA tells You that under its Rules it cannot assist or consider the complaint or dispute, then You can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to You

## Preventing Our Right of Recovery

If You have agreed with or told someone who caused you loss, damage or liability covered by your Policy that You will not hold them responsible then, to the extent We have been prejudiced by this act, We will not cover You for that loss, damage or liability.

## Third Party Interests

The insurable interest of Lessors, Financiers, Trustees, Mortgagees, Owners and all other parties as more specifically noted in the records of the Insured shall be automatically included without notification or specification, the nature and extent of such interest to be disclosed in the event of loss or damage.

## Underinsurance

Policy A - Fire and Policy B - Consequential Loss contain provisions as to average or underinsurance. This means we require you to insure for the full value or maximum potential risk. If you have not insured your property for its full value, the amount of your claim may be reduced. In working out what is "full value" we look at the Replacement Cost of your property (or Indemnity Value if you have selected that option).

## Excess

The excess applicable to any claim under this Policy is that shown on the Policy Schedule unless otherwise specifically indicated in this document or other documents forming the policy.

## Goods and Services Tax

The amount of premium payable by You for this Policy includes an amount on account of the GST on the premium.

The sum insured and other limits of insurance cover shown on your Policy documentation are GST inclusive.

When we pay a claim, your GST status will determine the maximum amount we pay.

When you are:

- a) not registered for GST, the maximum amount we pay is the sum insured or the other limits of insurance cover including GST.
- b) registered for GST, the maximum amount we pay is the sum insured or the other limits of insurance cover less any Input Tax Credit to which you are entitled or would be entitled if you made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number and Taxable Percentage. Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of your claim is less than the sum insured or

the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

GST, Input Tax Credit Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

## When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim

We may refuse to pay or reduce the amount we pay under a claim to the extent permitted by law.

The situations in which we may refuse to pay or reduce the amount We pay under a claim under this Policy include (but are not limited to):

- a) when you apply for cover (this includes new business, variations and renewals) and you do not comply with your obligations regarding pre contractual disclosures and representations to us under the Insurance Contracts Act 1984 (Cth) (including where applicable the Duty of Disclosure); or
- b) if you do not comply with or meet a term or condition (including where an exclusion applies or other limitation) of this Policy (all referred to as "Terms" when used below) – see "If You Do Not Comply with or Meet Any Policy Term" below for more detail;
- c) if you make a fraudulent claim – See "Fraudulent Claims" below;
- d) where you have not or are not acting in accordance with your duty of utmost good faith under the Insurance Contracts Act 1984 (Cth) – See "Duty of Utmost Good Faith" below.

The amount of any claim entitlement can also be affected and/or reduced by any limits (including any time limits) or Excess(es) that apply. This Policy sets out the relevant limits and Excess(es) and when they apply to a claim.

## If You Do Not Comply with or Meet Any Policy Term

We will only rely on any rights we have regarding the operation of or breach of a Term of this Policy to the extent permitted by law (including our right to refuse or reduce a claim noted above). You need to seek your own advice regarding all relevant legal rights you may have.



### **Terms Allowing Us to Refuse to Pay or Reduce a Claim (in Whole or Part) by Reason of an Act by You or Some Other Person that Occurred After the Policy was Entered Into**

Subject to our rights in relation to Fraudulent claims explained below, by reason of section 54 of the Insurance Contracts Act (1984) (Cth), where the effect of this Policy (this includes all terms or conditions, including any exclusion or other limitation) is to allow Us to refuse to pay or reduce a claim (in whole or part) by reason of an act by you or some other person that occurred after the policy was entered into, we will exercise Our rights under this Policy as explained below (refer to the Insurance Contracts Act for full details).

Under section 54, an "act" by you or some other person includes an omission and inaction and an act or omission that has the effect of altering the state or condition of the subject-matter of this Policy or of allowing the state or condition of that subject-matter to alter.

How we exercise our rights where section 54 applies (unless there is a Fraudulent claim)

- Where:
  - the act was necessary to protect the safety of a person or to preserve property;
  - it was not reasonably possible for you or the other person not to do the act; or
  - you prove no part of the loss that gave rise to the claim was caused by the act, we will not refuse to pay or reduce the claim by reason only of that act.
- Where the act:
  - could not reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by this Policy; or
  - could reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by this Policy but you prove that some part of the loss that gave rise to the claim was not caused by the act, we may not refuse to pay the claim, so far as it concerns that part of the loss but,
  - we can reduce our liability in respect of the claim by an amount that fairly represents the extent to which our interests were prejudiced as a result of that act.
- Where the act could reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by this Policy, we may refuse to pay the claim.

### **Terms Allowing Us to Refuse or Reduce a Claim Because of Pre-Existing Defects or Imperfections Existing Before the Policy was Entered Into**

Only where section 46 of the Insurance Contracts Act 1984 (Cth) is applicable to this Policy:

- where a claim is made in respect of a loss that occurred as a result, in whole or in part, of a defect or imperfection in a thing and at the time when the contract was entered into; and
- you were not aware of, and a reasonable person in the circumstances could not be expected to have been aware of, the defect or imperfection,

we may not rely on any provision included in this Policy that has the effect of limiting or excluding our liability under the contract by reference to the condition, at a time before this Policy was entered into, of the thing. This does not apply if this Policy is in an excluded class to which section 46 does not apply. (Refer to the Insurance Contracts Act 1984 (Cth) for full details).

### **Fraudulent Claims**

In all cases, where a claim is made fraudulently under:

- this Policy; or
- the Insurance Contracts Act 1984 (Cth) against Us by a person who is not the insured,

we may refuse payment of the claim to the extent permitted by law. Under section 56(2) of the Insurance Contracts Act 1984 (Cth) a court may, if only a minimal or insignificant part of the claim is made fraudulently and non-payment of the remainder of the claim would be harsh and unfair, order us to pay, in relation to the claim, such amount (if any) as is just and equitable in the circumstances. (Refer to the Insurance Contracts Act 1984 (Cth) for full details).

### **Duty of Utmost Good Faith**

- Section 13 of the Insurance Contracts Act 1984 (Cth) requires each party to this Policy to act towards the other party, in respect of any matter arising under or in relation to it, with the utmost good faith.
- Section 14 of the Insurance Contracts Act 1984 (Cth) provides that if reliance by a party to this Policy on a provision of the Policy would be to fail to act with the utmost good faith, the party may not rely on the provision.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details).

### **Terms subject to relevant law**

A term of the Policy will be applied to the extent is not unenforceable under relevant law.

## **Part 2 – Policy Cover General Definitions**

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### **Business**

The business undertaking of the kind described in the Policy Schedule and carried on by you at the situations shown in the Policy Schedule.

### **Policy Schedule**

The latest certificate of insurance and attachments or endorsements we give you.

### **Excess**

The first amount of any claim or series of claims resulting from the one original source or cause which you must contribute toward the settlement of any claim.

### **Flood**

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

- a) a lake (whether or not it has been altered or modified);
- b) a river (whether or not it has been altered or modified);
- c) a creek (whether or not it has been altered or modified);
- d) another natural watercourse (whether or not it has been altered or modified);
- e) a reservoir;
- f) a canal;
- g) a dam.

### **Period of Insurance**

The period stated in the Policy Schedule.

### **Sum Insured**

The sum insured specified in the Policy Schedule.

### **We, our, us**

QBE Insurance (Australia) Ltd ABN 78 003 191 035 acting through their agent SURA Australian Bus and Coach.

### **You, Your, Yours**

The person/s and/or corporation/s and/or organisation/s named in the Policy Schedule, attaching to this Policy, as the insured.

# Policy A – Fire (Including specified extraneous events)

## Words with Special Meanings

When used in this Policy A the following definitions shall apply:

### Buildings

all buildings, including lessor'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 such work being undertaken exceeds 10% of the sum insured on Buildings or \$250,000 whichever is the lesser.

### Contents

all stock in trade and/or merchandise, including spare parts, business furniture, machinery, plant and equipment, and includes antiques curiosities and works of art limited to \$1,000 any one article; belonging to you or 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:

- a) 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;
- b) 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;
- c) customers goods and/or property of employees and directors (excluding motor vehicles) limited to \$2,000 for any one employee or director 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;
- d) 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 destruction or damage;
- e) other property in the open air designed to function without protection of walls or roofs.

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

## The Cover

If the buildings or contents as defined above and as described in the Policy Schedule, or any part thereof, and which are at the situation shown in the Policy Schedule are destroyed or damaged as a result of any of the events referred to and occurs 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, subject to due allowance for wear, tear, depreciation and betterment, or we may repair, reinstate or replace that property or any part of that property.

## The Events

- a) Fire, but excluding fire caused directly or indirectly by:
  - i. spontaneous fermentation or heating, in the property insured;
  - ii. the property insured undergoing any process involving the application of heat; these exclusions shall be limited to the item or items immediately affected and shall not extend to other property destroyed or damaged by fire as a result of such spontaneous fermentation or heating or process involving the application of heat;
  - iii. earthquake, subterranean fire;
- b) Lightning.
- c) Explosion, but excluding destruction of or damage to boilers (other than boilers used for domestic purposes only) and/or economisers and/or vessels under pressure and their contents resulting from the explosion of the boiler, economiser or vessel.
- d) Storm or rainwater including snow, sleet and hail, but excluding destruction or damage caused directly or indirectly:
  - i. by flood;
  - ii. by the sea, tidal wave, high water, tsunami;
  - iii. by erosion, subsidence or landslide;
  - iv. to gates, fences, retaining walls, textile awnings, blinds, signs;
  - v. to other property in the open air unless it comprises or forms part of a permanent structure designed to function without protection of walls and roofs;
  - vi. 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;

Notwithstanding exclusions d(iv) and d(v) it is agreed that damage to property in the open air is covered up to \$5,000, provided that any claim for such damage is in excess of \$1,000 and subject to the standard Policy excess.

- e) Water discharged or leaking from any pipe or water system installed in or on the building and/or an adjoining building and/or by water from a water main outside the building including the costs of locating such discharge or leaking.
- f) Impact by:
- i. vehicles designed primarily for use on land;
  - ii. animals;
  - iii. aircraft and other aerial devices and/or articles dropped from them;
  - iv. 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.
- g) 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.
- h) The act of:
- i. persons taking part in riots or civil commotion or labour disturbances, strikers and locked out workers;
  - ii. persons acting maliciously, but excluding the act of any such persons who are lessees of the buildings or contents. This event 2.8(b) shall not apply to buildings (or their contents) in the course of construction or reconstruction;
  - iii. any lawfully constituted authority in preventing or attempting to prevent any act of the kind referred to in (h)(i) and (h)(ii) above or in minimising the consequences of any such act.
- For the purposes of events (h)(i) and (h)(iii) above destruction of or damage to the property insured shall include the physical loss of the property insured.
- i. the wages of your employees (other than full-time members of a fire fighting unit employed by you);
  - ii. the cost of replenishment of fire fighting appliances;
  - iii. any payments required under any statute to be made by you to a fire brigade or fire fighting authority; provided that our liability is limited 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.
- Our liability under additional benefit (b) shall not exceed \$25,000.
- c) For architects, surveyors, legal and consulting engineers fees:
- Those fees approved by us (which shall 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 above in the reinstatement of the buildings and/or contents consequent upon their destruction or damage, but not including fees incurred to prepare a claim under any of these individual Policies. We will not unreasonably withhold our approval for you to incur these fees.
- d) For fusion:
- We will pay for destruction of or damage to any part or parts of any electrical machines, installations or apparatus forming part of buildings and/or contents insured under this Policy A (but excluding rectifiers, radio, television, amplifying or electronic equipment of any description) caused by the actual burning out of such part or parts by the electric current in it, but limited to \$2,000 any one event.
- We will not pay for:
- i. loss of use, depreciation, wear and tear;
  - ii. destruction of or damage to:
    - lighting or heating elements, fuses or protective devices;
    - electrical contacts at which sparking or arcing occurs in the ordinary course of use.
- e) For spoilage of refrigerated goods:
- We will pay for deterioration or putrefaction of refrigerated goods owned by you or for which you are responsible and which are kept in a temperature controlled environment, resulting from breakdown of any refrigeration plant at the situation shown in the Policy Schedule but limited to \$5,000 any one event.
- For the purpose of this extension, 'breakdown' means the actual breaking, seizing or burning out of any part of the refrigeration plant while in use, resulting from either mechanical or electrical defects in the machinery which causes sudden stoppage and necessitates repair of replacement before it can resume operation.

## **Additional Benefits**

We will also pay where a claim is admitted following an event but only to the extent to which the sum insured on Buildings and/or Contents (whichever is applicable) is not otherwise exhausted:

- a) Removal of debris:
- The reasonable cost of removal of debris, demolition and any temporary repairs resulting directly from the destruction of or damage to the insured property.
- b) Fire extinguishment costs:

f) Rewriting of records:

The cost of rewriting or reproducing necessary written or printed documents, computer system records, business records, plans and designs limited to an amount equal to 10% of the contents sum insured or \$50,000, whichever is the lesser.

g) Temporary Removal

This Policy A, subject to its terms and conditions, extends to cover the property insured while temporarily removed from any part of your premises at the situation shown in the Policy Schedule to any other part of your premises or to any other premises within Australia and while in transit by road, rail or inland waterway between any of those places, provided that:

i. this extension does not insure:

- customers' goods and the property of directors and employees;
  - motor vehicles other than forklift trucks and similar appliances used for hauling or conveying goods within the premises at which the business is situated;
- ii. the total sum payable under this extension shall not exceed 10% of the sum for which the property is insured and shall not exceed the amount that would have been payable had the destruction or damage occurred in that part of your premises from where it was removed;
- iii. this extension shall not apply to any property which has been removed for a period in excess of 90 days except with our written consent (which shall not be unreasonably withheld);
- iv. this extension shall not cover destruction or damage resulting from water or impact while the property is in the open air or in transit.

h) Accidental Damage

If the buildings or contents are accidentally lost, destroyed or damaged during the period of insurance and providing they are insured under Policy A. We will pay to you the value of the property at the time of its loss destruction or damage, or repair, reinstate or replace such property to a condition equal to but not better or more extensive than its condition when new.

Our total liability shall not exceed \$25,000 for buildings or \$10,000 for contents or the amount stated against each item in the Policy Schedule, whichever is the greater.

i) Costs and Expenses

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

j) Breakdown of air compressors

We will pay for breakdown of air compressors but this cover is limited to \$2,000 any one event in respect of mechanical breakdown and excluding breakdown resulting from fair wear to any part or parts thereof and subject to the Policy excess.

## Basis of Settlement

This Policy is subject to the following clauses:

a) **Reinstatement and replacement value conditions**

For the purpose of destruction of/or damage to buildings and/or contents (other than stock in trade, customers' goods and the property of directors and employees) by an event, the basis upon which the amount payable under Policy A is to be calculated is:

- i. where the building and/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;
- ii. where the building and/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 clause:

- iii. the work of rebuilding, replacing, repairing or restoring, as the case may be, (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 unreasonable 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 clause had not applied.

b) **Extra cost conditions**

We will pay for the extra cost of reinstatement, including demolition or dismantling of buildings and/or contents (other than stock in trade, customers' goods and the property of directors and employees) necessarily incurred to enable compliance with any statutory requirement at the time of reinstatement, but limited to:

- i. on buildings, the sum insured shown in the Policy Schedule;
- ii. on contents, the sum insured shown in the Policy Schedule less the value of stock in trade, customers' goods, directors' and employees' property 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 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 clause, "reinstatement" shall mean:

- iii. where the building and/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.
- iv. where the building and/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 clause:

- v. 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 unreasonable 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 clause had not applied;
- vi. the amount payable under the Extension shall not include any extra cost to comply with any statutory requirement imposed before the happening of the destruction or damage.

#### **c) 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:

- i. the actual cost of reinstatement incurred in accordance with the reduced floor space ratio index, and
- ii. 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 (a) and (b) 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 thereunder or any By-Law or Regulation of any Municipal or other Statutory Authority.

Any payment made for the difference between (a) and (b) 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.

## **Exclusions**

We do not cover:

- a) the deterioration or putrefaction of refrigerated goods (other than provided under Additional benefit e));
- b) theft or unexplained inventory shortages;
- c) loss or destruction of or damage to glass, livestock, money (which shall include cash, bank notes, cheques, postal notes, money orders, postage stamps and credit card vouchers), motor vehicles and craft designed for use on water or in the air or their accessories;
- d) storm damage to gates, fences, retaining walls, textile awnings, blinds, signs, property in the open air and buildings in course of construction;
- e) claims arising out of:
  - i. any manufacturing process;
  - ii. normal settling, seeping or shrinkage in buildings or foundations, walls, pavements, driveways or other structural improvements;
  - iii. property undergoing any process involving the application of heat,
- f) loss, destruction of or damage caused directly or indirectly by:
  - i. wear, tear, fading, scratching, gradual deterioration, developing flaws or inherent vice;
  - ii. moths, vermin, termites or other insects;
  - iii. mechanical derangement and mechanical, electrical or electronic breakdown;
  - iv. faulty materials or faulty workmanship;
  - v. flood, the sea, tidal wave or high water, or tsunami;
  - vi. erosion, subsidence or landslide;
  - vii. boiler explosion.

Exclusions (e)(iii), (f)(ii), (f)(iii) and (f)(iv) shall be limited to the item or items immediately affected and shall not extend to other property.

- g) special conditions:
  - i. the amount payable under this Policy A is in excess only of any amount payable under any other Policy within this product for the same loss, destruction or damage;
  - ii. the amount of each claim otherwise payable shall be reduced by \$250 or the amount of excess shown on the Policy Schedule, whichever is the greater.

## **Optional Endorsement**

### **Strata Title Mortgagee(s) Interest**

Benefits otherwise payable in respect of an event shall, where an amount is shown on the Policy Schedule in respect of a building which is a strata title unit, be restricted to the interest of the mortgagee(s) stated on the Policy Schedule as if such mortgagee(s) was (were) the only party(ies) insured in respect of such unit. The provisions of special condition (a) of this Policy A and the provisions of General condition (b) of this Policy do not apply in respect of such interest(s).

## **Conditions Applying to Policy A**

### **a) 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.

### **b) Average/under-insurance**

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 bear to 80% of those respective values but limited also to the sum/s insured shown in the Policy Schedule.

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 apply, then for the purpose of this special condition the value of buildings and/or contents shall include the cost which would have been incurred in reinstatement or replacement if the whole of the property insured had been destroyed

### **c) Sprinkler and fire alarm systems**

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

# Policy B – Business Interruption

## Definitions

When used in this Policy B the following definitions shall apply:

### Annual takings

the takings during the 12 months immediately before the date of the occurrence of the loss or damage, but adjusted as stated below.

### Indemnity period

the period beginning with the occurrence of the loss or damage and ending not later than the number of months thereafter shown in the Policy Schedule under that heading during which the results of the business shall be affected as a result of that loss or damage.

### Rate of trading profit

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.

### Standard takings

the takings during the period corresponding with the indemnity period in the 12 months immediately before the date of the occurrence of the loss or damage, but adjusted as stated below.

The rate of trading profit, annual takings and standard takings 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.

### Takings

the money paid or payable to you for:

- a) goods sold and delivered and for work done;
- b) services rendered;
- c) rents receivable;

in the course of carrying on the business at the premises at the situation shown in the Policy Schedule. If, during the indemnity period, goods shall be sold or work done or services rendered or rents earned elsewhere than at the premises 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.

### Trading profit

the annual takings less the cost of goods or materials or services relating to those takings.

## Cover

If, as a result of any of the events referred to in Policies A and/or C occurring during the period of insurance:

- a) a) you suffer loss of or damage to property (other than losses falling within the Policy A Additional benefits d) Fusion or e) Spoilage of refrigerated goods) in circumstances in respect of which you are entitled to indemnity under Policies A and/or C or which property would but for the existence of another Policy have been insured under Policies A and/or C, and you would have been entitled to indemnity; or
- b) b) there is loss or damage to property in the vicinity of the business premises which prevents or hinders the use of 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 loss resulting from such interruption or interference in accordance with the terms and conditions set out below.

## Basis of Settlement

The amount which we will pay under this Policy B is limited to the loss of trading profit due to a reduction in takings and/or an increase in cost of working. The amount payable shall be:

- a) 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 takings;
- b) 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;

less any sums saved during the indemnity period in respect of such of the charges and expenses of the 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.



### Additional benefits registered vehicles and/or trailers

This Policy extends to include loss resulting from interruption of or interference with the business occasioned by damage to registered vehicles and/or trailers whilst such vehicles or trailers are at the premises owned or occupied by the Insured; provided always that the registered vehicle/s and/or trailers covered by this section must be insured under Policy A and/or a Motor Vehicle Policy for loss or damage to the registered vehicle/s and/or trailer/s.

### Endorsements

a) Departmental provision

If the business is conducted in departments the independent trading results of which are ascertainable, the insurance cover provided by this Policy B shall apply separately to each department affected by the loss or damage, except that if the sum insured under this Policy B shall be less than the total of the sums produced by applying the rate of trading profit for each department (whether affected by the loss or damage or not) to the relevant annual takings of each department, the amount payable shall be proportionately reduced.

b) Accumulated stocks provision

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

c) Salvage provision

If, following loss or damage giving rise to a claim under this Policy B, you shall hold a salvage sale during the indemnity period, the basis of settlement under (a) basis of settlement of this Policy B shall read as follows: 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 (less takings for the period of the salvage sale) shall, as a result of the loss or damage, fall short of the standard takings from which sum shall be deducted the trading profit actually earned during the period of the salvage sale.

d) Suppliers' premises

Any loss as insured by this Policy B is extended to include 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.

e) Adjustment of premium

In the event of the trading profit earned during the accounting period of 12 months most nearly concurrent with any period of insurance as certified by your auditor being less than the sum insured, a pro rata 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 12 months of the period of insurance for which return of premium is claimed.

f) Books of account

Any particulars or details contained in your books of account or other business books or documents which may be reasonably required by us for the purposes of investigating or verifying any claim made under this Policy B may be produced by a professional qualified accountant if at the time they are regularly acting as such for you and their report shall be evidence of the particulars and details to which such report relates.

g) Computer

This Policy is extended to include actual loss (not otherwise recoverable) resulting from interruption to or interference with the business occasioned by damage to a computer installation including ancillary equipment and data processing media utilised by you anywhere in Australia provided that liability for such damage resulted from an event referred to in Policies A or C occurring during the period of insurance.

h) Public utilities

Any actual loss resulting from interruption or interference with the business in 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.

i) Prevention of access cover

We will cover you for loss resulting from interruption or interference with your business caused by or resulting from closure or evacuation:

- i. of property in the vicinity of the situation or of property forming part of or contained in a complex of which the situation forms part, by order of a competent government, public or statutory authority, that results from damage caused by an insured event covered under the Policy A – Fire (including specified extraneous events) section;

- ii. of all or part of the situation by the order of a competent government, public or statutory authority as a result of:
  - a. vermin or pests at the situation;
  - b. defects in the drains or other sanitary arrangements at the situation;
  - c. poisoning directly caused by the consumption of food or drink provided at the situation; or
  - d. murder or suicide occurring in or at the situation;
- iii. of all or part of the situation by the order of a competent government, public or statutory authority as a result of the manifestation of infectious or contagious human diseases at the situation.

However there is no cover for any loss, damage, liability, claim, cost or expenses of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:

- i. Rabies;
- ii. Cholera;
- iii. Highly Pathogenic Avian Influenza in humans;
- iv. any disease determined by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC); or
- v. a 'listed human disease' or any disease the subject of a 'biosecurity emergency' or 'human biosecurity emergency', under the Biosecurity Act 2015 (Cth);

irrespective of whether discovered at the situation, or out-breaking elsewhere.

A reference to the Biosecurity Act 2015 (Cth) includes any amendment, replacement, re-enactment or successor legislation. A reference to listed human disease, biosecurity emergency or human biosecurity emergency shall have the meaning found in any replacement definition, in any amendment, replacement, re-enactment or successor legislation, or where there is no replacement definition the term shall have the meaning of a term which is substantially similar in meaning as defined in or declared in any amendment, replacement, re-enactment or successor legislation.

### Special conditions applying to Policy B

#### a) Avoidance

If the business is wound up, or carried on by a liquidator or receiver or permanently discontinued, all benefits under this Policy B shall terminate and any premium in respect of the unexpired period of insurance will be refunded if requested.

#### b) Claims procedure

On the happening of any loss or damage you must:

- i. 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;
- ii. comply with the General conditions of the Policy and in addition to General condition, 'Claims', as soon as possible deliver to us a statement in writing of any claim certified and/or prepared by your accountant whose reasonable fee for preparation will be paid by us, together with all particulars and details reasonably practicable as to the loss. You must also produce and furnish to us all books of account and other business books, invoices, vouchers and other documentation which we may reasonably require, and any other information verified if requested by us on oath.

# Policy C – Theft

## Definitions

When used in this Policy C the following definition shall apply:

### Contents

all stock in trade and/or merchandise, including trading stock in the course of production, business furniture, machinery, plant and equipment, and includes antiques curiosities and works of art limited to \$2,000 any one article; 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.

Contents also includes:

- a) 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;
- b) 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;
- c) customers' goods and/or property of employees and directors (excluding motor vehicles) limited to \$2,000 for any one employee or director 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;
- d) improvements, alterations, decorations, fittings and additions to leased buildings which have been made by you or 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.

## Cover

If any of the contents as defined above and as described in the Policy Schedule and while contained within the premises at the situation shown in the Policy Schedule (which premises for the purposes of this Policy C

shall not include any garden, yard or open verandah) are lost or damaged, during the period of insurance, as a result of any of the events referred to, then we will pay you the value of those contents at the time of the event

or the amount of the damage or reinstate or replace those contents or any part or repair the damage.

### The events are

- a) Theft or any attempted theft following upon actual forcible and violent entry on the premises.
- b) Theft or any attempted theft by a person feloniously

concealed on the premises.

- c) Theft, fraud or dishonesty by any person in your service provided that the loss is discovered within twenty days of its occurrence and our maximum liability arising during any one period of insurance for such loss shall not exceed \$2,000 or the total sum insured whichever is the lesser.
- d) Theft without forcible entry limited to 25% of sum insured shown in the Policy Schedule.
- e) Theft of property in the open air provided the yard is securely locked limited to \$5,000 or 25% of the sum insured on this Policy whichever is the lesser.

### Additional benefits

- a) If, as a result of events (a), (b), (c), (d) and (e) above or any felonious attempt to enter the premises by actual forcible and violent means, the premises at the situation shown in the Policy Schedule are damaged:
  - i. we will pay for or repair or make good that damage, provided that you are obliged to do so and
  - ii. we will pay you for the cost of temporary protection necessarily incurred to secure the safety of the property insured pending repair of the damage, provided that our total liability during any one period of insurance for all such costs of temporary protection shall be limited to the sum of \$5,000.
- b) If, as a result of events (a) or (b) above you suffer loss of cash, bank notes, negotiable cheques, Australia Post money orders, negotiable securities, sales vouchers and/ or stamps, we will pay you the amount of such loss not exceeding in total the sum of \$250.

c) If, as a result of theft following upon actual forcible and violent entry on the premises keys or details of a combination are stolen, we will pay the cost of replacing locks and/or keys and/or combinations and the cost of opening safes and/or strongrooms, provided that our total liability during any one period of insurance for all such costs shall be limited to the sum of \$2,000.

d) If, as a result of an insured event occurring you suffer loss or damage to a safe or strongroom We will repair or make good that damage.

We will only pay under clauses (a), (b), (c) and (d) above to the extent to which the sum insured under this Policy C at the situation is not otherwise exhausted.

## Exclusions

This Policy C does not cover:

- a) theft or loss of or damage to:
  - i. cash, bank notes, negotiable cheques, postal orders, money orders, negotiable securities, sales vouchers, stamps, and/or negotiable travel cards issued by State Government Authorities, except as provided for above;
  - ii. explosives;
- b) loss or damage resulting from theft or any attempted theft committed by:
  - i. a member of your family;
  - ii. any person or persons employed by you unless theft is consequent upon forcible and violent entry upon the premises by any such person or persons except as otherwise provided for in event (e) above;
- c) loss or damage due to theft or any attempted theft committed by any person while lawfully on the premises except as otherwise provided for in event (c) above;
- d) loss or damage resulting from or as a consequence of any fire;
- e) breakage of glass forming part of the premises;
- f) loss or damage arising during or as a result of earthquake, subterranean fire, riot or civil commotion.

## Special Conditions Applying to Policy C

### Burglar alarm systems: (If installed)

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. It is a further condition that the burglar alarm systems be made operative whenever the premises are left unoccupied. In the event of breach of this special condition no entitlement to claim under this Policy C will arise.

# Policy D – Money

## Definition

When used in this Policy D the following definition shall apply:

### Money

current coin, bank notes, currency notes, cheques, credit card sales/ service vouchers, postal orders, money orders, negotiable and non-negotiable securities and valuable documents, the unused value of postage stamps, revenue stamps, instant lottery tickets, metropolitan transport tickets, phone cards, stored-value cards and the contents of franking machines, belonging to you or for which you are legally responsible.

### Cover

If, during the period of insurance, you suffer loss from any cause not excluded by this Policy D of money as defined below and as described in the Policy Schedule, we will pay you the amount of such loss up to the amount shown against each item in the Policy Schedule as being the limit of any one loss.

### The money insured is

- a) Insured while in transit to or from the premises at the situation shown in the Policy Schedule while in your personal custody or the personal custody of persons authorised by you, including while such money is contained in the night- safe of any bank where you normally transact business.

Our liability for money in a 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 and/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 strongroom on your premises.

- b) Money 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.

- c) Money while on the premises at the situation shown in the Policy Schedule:
  - i. during your normal business hours;
  - ii. outside your normal business hours;
  - iii. at any time while contained in a securely locked safe or securely locked strongroom.
- d) Money whilst in the care, custody or control of drivers whilst operating buses and coaches on route or on tour.

## Exclusions

This Policy D does not cover loss:

- a) due to shortages resulting from clerical or accounting errors in receiving or paying out;
- b) not discovered within five working days of the loss occurring;
- c) of money carried by professional money carriers;
- d) from any unattended vehicle unless securely locked;
- e) from a safe or strongroom 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;
- f) of any consequential kind;
- g) occurring outside Australia;
- h) exceeding \$2,000 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.

## Special Conditions Applying to Policy D

### Burglar alarm systems (if installed)

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. It is a further condition that the burglar alarm systems be made operative whenever the premises are left unoccupied. In the event of breach of this special condition no entitlement to claim under this Policy D will arise.

# Policy E – Glass

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## Definitions

When used in this Policy E the following definitions shall apply:

### Breakage or broken

a fracture extending through the entire thickness of the glass or where shown in the Policy Schedule as included through the entire thickness of the fixed basin or the artificial panels forming part of a fixed illuminated sign.

### Fixed basins

fixed washbasins, lavatory pans and cisterns.

### Glass

fixed glass, showcase glass, glass table tops (fixed or unfixed), mirrors (hanging or fixed).

## Cover

In the event of breakage of glass belonging to you or for which you are responsible, at the premises at the situation shown in the Policy Schedule and occurring during the period of insurance, we will pay for the cost of replacement of that glass.

## Additional benefits

We will also pay for:

- a) damage to signwriting, ornamentation, reflective materials, burglar alarm tapes and connections attached to the glass, following breakage of the glass;
- b) damage to window/door frames and tiled shopfronts forming part of the premises caused by external violence;
- c) the cost of temporary shuttering necessary pending replacement of the broken glass;
- d) the cost incurred in removing and replacing fixtures and fittings during replacement of the broken glass.
- e) the value of stock in trade destroyed following spoilage by glass as a result of breakage of the glass; but limited in total for all losses arising out of the one occurrence to \$1,000.

## Exclusions

This Policy E does not cover:

- a) 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;
- b) Breakage of cracked or imperfect glass, or where included, fixed basins and/or artificial panels forming part of fixed illuminated signs;
- c) Breakage of glass forming part of stock in trade and/or merchandise;
- d) Breakage resulting from or as a consequence of any fire.

# Policy F – Legal Liability

## Definitions

When used in this Policy F (including endorsements) the following definitions shall apply:

### Aircraft

any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.

### Business

the business described in the Policy Schedule including the provision and management of canteens, social, sports and welfare organisations for the benefit of your employees, first aid, fire and ambulance services and the maintenance of your premises.

### Employee

any person engaged under a contract of service or apprenticeship with you, but does not include any person employed under such contract who is excluded from the definition of 'worker' under any workers' compensation legislation.

### Employment practices

any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination directly or indirectly related to employment or prospective employment of any person or persons by you.

### Hovercraft

any vessel, craft or thing made or intended to float on or in or travel on or through the atmosphere or water.

### Internet operations

- a) transfer of computer data or programs by use of electronic mail systems by you or your employees, including part-time and temporary staff, contractors and others within your organisation whether or not such data or programs contain any malicious or damaging code, including but not limited to computer virus, worm, logic bomb, or trojan horse
- b) access through your network to the world wide web or a public internet site by your employees, including part-time and temporary staff, contractors and others within your organisation
- c) access to your intranet (meaning internal company information and computing resources) which is made available through the world wide web for your customers or others outside your organisation, and
- d) the operation and maintenance of your web site.

### Limit of liability

the applicable limit of liability specified in the Policy Schedule.

### Medical persons

qualified medical practitioners, nurses, dentists and first aid attendants.

## Occurrence

an event which results in personal injury or property damage, neither expected nor intended from your standpoint. All personal injury or property damage arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one occurrence.

## Personal injury

- a) bodily injury (and this expression includes death and illness), disability, shock, fright, mental anguish, mental injury
- b) the effects of false arrest, wrongful detention, false imprisonment or malicious prosecution
- c) the effects of wrongful entry or eviction
- d) the effects of a publication or utterance of a libel or slander or other defamatory or disparaging material
- e) the effects of assault and battery not committed by you or at your direction unless reasonably committed for the purpose of preventing or eliminating danger to persons or property.

## Pollutants

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.

## Property damage

- a) physical damage to or loss or destruction of tangible property including any resulting loss of use of that property, or
- b) loss of use of tangible property which has not been physically damaged, lost or destroyed provided such loss of use is caused by an occurrence.

## Territorial limits

anywhere in the world subject to Exclusions 12 – 'Territorial Limits' and 13 – 'Exports to USA and Canada'

## Vehicle

any type of machine on wheels or self laid track made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine.

## Watercraft

any vessel, craft or thing made or intended to float on or in or travel on or through or under water.

## You, your, insured

the person(s), companies or firms named on the current Policy Schedule as the Insured including, as if they were you:

- a) all the subsidiary companies (now or subsequently constituted) of the named insured specified in the Policy

Schedule provided their places of incorporation are within Australia or any Territory of Australia

- b) every director, executive officer, employee, partner or shareholder of you or of the parties shown in paragraph (a) above, but only while acting within the scope of their duties in such capacity
- c) every principal, in respect of that principal's vicarious liability for the acts or omissions of you or of the parties shown in paragraph (a) in the performance by them of work for that principal, but subject always to the extent of coverage and the limit of liability provided by this Policy
- d) each partner, joint venturer, co-venturer or joint lessee of the insured named in the Policy Schedule but only if we agree to insure them and the insured named in the Policy Schedule agrees to pay the premium we require
- e) every office bearer or member of social and sporting clubs, canteen and welfare organisations and first aid, fire and ambulance services formed with your consent (other than one of the parties shown in paragraphs (c) or (d) above) in respect of claims arising from their duties connected with the activities of any such club, organisation or service. This insurance will not apply to personal injury to or property damage of any participants of any game, match, race, practice or trial
- f) any director or senior executive of you or one of the parties shown in paragraph (a) above in respect of private work undertaken by your employees for such director or senior executive.

However, you/your does not include the interest of any other person other than as described in this definition.

### Your Products

Any goods, products and property (after they have ceased to be in your possession or under your control), which are or is deemed to have been Your products manufactured, grown, extracted, produced, processed, constructed, assembled, erected, installed, repaired, serviced, treated, sold, supplied or distributed by you (including any container thereof other than a vehicle).

### Cover

We will cover you for your legal liability to pay:

- all sums by way of compensation, and
- all costs awarded against you

in respect of:

- personal injury
- property damage

happening during the period of insurance and caused by an occurrence within the territorial limits in connection with your business.

### What We Will Pay – Limit of Liability

- a) Our maximum liability in respect of any claim or any series of claims for personal injury or property damage caused by or arising out of one event will not exceed the limit of liability shown on your Policy Schedule.
- b) Our total aggregate liability during any one period of insurance for all claims arising out of your products will not exceed the limit of liability shown on your Policy Schedule.

### Defence of claims

If we agree to cover you we will:

- a) defend in your name and on your behalf any claim or legal action against you seeking damages for personal injury or property damage even if the action is groundless, false or fraudulent, and we will investigate, negotiate and settle any claim or legal action as we see fit
- b) pay all legal costs and expenses incurred by us and all interest accruing after entry of judgement until we have paid, tendered or deposited in court such part of the judgement as does not exceed the limit of liability
- c) reimburse you for all reasonable expenses, other than loss of earnings, incurred by you with our consent in connection with the defence of a claim or legal action
- d) pay reasonable expenses incurred by you for first aid to others at the time of personal injury caused by an occurrence (other than medical expenses prohibited by Section 126 of the Health Insurance Act 1973).

We will do this, provided that:

- e) we will not be obliged to pay any claim or judgment or to defend any claim or legal action after the limit of liability has been exhausted by payment of judgments or settlements
- f) if a payment exceeding the limit of liability has to be made to dispose of a claim, our liability to pay any costs, expenses and interest under (a) to (d) in Defence of claims above will be limited to that proportion of those costs, expenses and interest as the limit of liability bears to the amount paid to dispose of the claim.

Any amount we pay, other than payments in settlement of claims, suits and all costs awarded against you, are payable by us over and above the limit of liability set out in the Policy Schedule.



# Exclusions

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This Policy F does not cover:

## 1. Employment Liability

Liability for personal injury imposed:

- a) by any workers' compensation law
- b) by the provision of any industrial award, agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award, agreement or determination or contract of employment or workplace agreement, or

provided that if you are:

- c) required by law to insure or otherwise fund, whether through self insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited or not) for such personal injury, or
- d) not required to so insure or otherwise fund such liability by reason only that the personal injury is to a person who is not a worker or employee for the purposes of the relevant worker's compensation law or the personal injury is not an injury which is subject to such law

then this Policy will respond to the extent that your liability would not be covered under such fund, scheme, policy of insurance or self insurance arrangement had you complied with your obligations pursuant to such law.

There is no cover under this Policy for and in respect of employment practices.

## 2. Property in Custody or Control

Property damage to:

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

But this exclusion does not apply to liability for property damage to:

- c) premises (including landlord's fixtures and fittings) which are leased or rented to you
- d) premises (or their contents) not owned, leased or rented by you but temporarily occupied by you for work therein
- e) vehicles (not belonging to or used by you) in your physical or legal control where the property damage occurs while the vehicles are in a car park owned or operated by you, unless you own or operate the car park for reward
- f) the property of an employee of you or of the parties shown in paragraph (a) of 'Words with special meanings' of 'you', 'your' or 'insured'

- g) other property temporarily in your physical or legal control provided no indemnity is granted for liability in respect of physical damage to or destruction of that part of any property upon which you are or have been working on and our limit under this clause 2(g) does not exceed \$50,000 for any one occurrence and in the aggregate for any one period of insurance.

Provided that we will not cover you under this Policy in respect of liability assumed by you under any contract or agreement which requires you to effect material damage insurance on premises, property or goods which you do not own.

## 3. Product Defect

Property damage to your products if the damage is attributed to any defect in them or to their harmful nature or unsuitability.

## 4. Loss of Use

Loss of use of tangible property which has not been physically injured, or lost or destroyed resulting from:

- a) a delay in or lack of performance by or on your behalf of any agreement
- b) the failure of your products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by you, but this exclusion does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical damage to or loss or destruction of your products after they have been put to use by any person or organisation other than you as defined under the definition of 'you', 'your' or 'insured'.

## 5. Product Recall

Claims arising out of or resulting from any loss, cost or expense incurred by you for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your products or of any property of which they form a part, if such products or property are withdrawn from the market or from use because of any known or suspected defect, deficiency, inadequacy or dangerous condition in them.

## **6. Aircraft, Aircraft Products, Watercraft and Hovercraft**

Claims arising out of:

- a) the ownership, maintenance, operation or use by you or on your behalf of:
  - i. any aircraft, or the ownership, operation or use by you or on your behalf of:
  - ii. any watercraft exceeding 10 metres in length, except where such watercraft are owned or operated by others and used by you for business entertainment, or
  - iii. Hovercraft.
- b) your products that are aircraft component parts used for maintaining an aircraft in flight or moving upon the ground or used in the construction of an aircraft hull or machinery which to your knowledge are incorporated in an aircraft.

## **7. Vehicles**

Personal injury or property damage arising out of the ownership, possession, operation, or use by you or on your behalf any vehicle:

- a) which is registered or which is required under any legislation to be registered, or
- b) in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected).

Exclusions 7(a) and (b) above do not apply to:

- c) personal injury where:
  - i. that compulsory liability insurance or statutory indemnity does not provide indemnity, and
  - ii. the reason or reasons why that compulsory liability insurance or statutory indemnity does not provide indemnity do not involve a breach by you of legislation relating to vehicles.
- d) property damage arising out of and during the loading unloading of goods to or from any vehicle
- e) property damage caused by or arising from the operation or use of any vehicle which is designed primarily for lifting, lowering, loading, unloading, while being operated or used by you or on your behalf
- f) property damage caused by or arising out of the
  - i. any vehicle whilst being used as a tool, or
  - ii. plant forming part of your vehicle being used as a tool operating at any worksitebut excluding property damage caused by or arising whilst the vehicle is transporting or carting goods.
- g) passengers baggage or parcels accompanied or unaccompanied carried in bus or coach luggage bins up to \$10,000 any one bus or coach or bus or and trailer combination and limited to \$1,000 a bag or any one parcel.

## **8. Contractual Liability**

Any obligation assumed by you under any agreement or contract except to the extent that:

- a) the liability would have been implied by law
- b) the liability arises from a provision in a contract for release of real or personal property other than a provision obliges you to effect insurance in respect of the subject matter of that contract
- c) the liability is assumed by you under a warranty of fitness or quality as regards to your products.

## **9. Professional Liability**

The rendering of or failure to render professional advice or service by you or any related error or omission, but this exclusion does not apply to:

- a) the rendering of or the failure to render professional medical advice by medical persons employed by you to provide first aid and other medical services on your premises, or
- b) personal injury or property damage arising from such rendering of or failure to render professional advice or service, providing such professional advice or service is not given for a fee.

## **10. Defamation**

The publication or utterance of a libel or slander or other defamatory or disparaging material:

- a) made prior to the commencement of the period of insurance, or
- b) made by you or at your direction with knowledge of its falsity, or
- c) related to advertising, broadcasting or telecasting activities conducted by you or on your behalf.

## **11. Pollution**

- a) Personal injury or property damage caused by or arising out of the discharge, dispersal, release, seepage, migration or escape of pollutants into or upon land, the atmosphere, or any water course or body of water, but this exclusion does not apply if the discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place.

- b) Any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution but this exclusion does not apply to clean-up, removal or nullifying expenses only, which are consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in personal injury and/or property damage.
- c) The actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of pollutants caused by any product that has been discarded, dumped, abandoned or thrown away by others.
- d) The actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of pollutants in the United States of America (USA) or Canada or in any country to which the laws of the USA or Canada apply.

Our liability under clauses 11(a) and 11(b) above in respect of any one discharge, dispersal, release, seepage, migration or escape and for all discharges, dispersals, releases, and escape of pollutants during any one period of insurance will not exceed the limit of liability.

## **12.Territorial Limits**

- a) Claims made or actions instituted within any country, state or territory (outside Australia ) that require insurance to be insured or secured with an insurer or organisation licensed in that country, state or territory to grant such insurance.
- b) Claims made and actions instituted within the USA or Canada or any other territory coming within the jurisdiction of the courts of the USA or Canada.
- c) Claims and actions to which the laws of the USA or Canada apply.

Provided that:

- d) exclusions 12(b) and 12(c) above do not apply to claims and actions arising from the presence outside Australia of any of your employees and/or directors, partners or proprietors who are normally resident in Australia and who are not undertaking manual work or supervision of work of any kind while in the USA or Canada.

The limit of liability in respect of coverage provided under paragraph 12(d) is inclusive of all costs, expenses and interest as set out in 'Defence of claims' of this Policy.

## **13.Exports to the USA or Canada**

Claims in respect of personal injury or property damage caused by or arising out of your products knowingly exported by you, or your agents or servants, to the USA or Canada.

## **14.Asbestos**

Personal injury or property damage (including loss of use of property) directly or indirectly caused by or arising from the existence, mining, handling, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos products and/or products containing asbestos.

## **15.Faulty Workmanship**

The cost of performing, correcting or improving any work undertaken by you.

## **16.Fines, Penalties**

Fines, penalties or liquidated damages.

## **17.Punitive Damages**

Punitive damages, exemplary damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages.

## **18.Assault and Battery**

Personal injury or property damage caused by or arising from assault and battery committed by you or at your direction unless reasonably necessary for the protection of persons or property.

## **19.Tobacco**

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

- a) tobacco or tobacco smoke
- b) any ingredient or additive present in any articles, items or goods which contain or include tobacco.

## 20. Information Technology Hazards, Computer Data, Program and Storage Media Exclusion

- a) Personal injury or property damage arising, directly or indirectly, out of, or in any way involving your internet operations, or
- b) Property damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
  - i. the use of any computer hardware or software
  - ii. the provision of computer or telecommunication services by you or on your behalf
  - iii. the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any computer virus.

But this exclusion does not apply to:

- c) personal injury or property damage arising out of any material which is already in print by the manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site, or
- d) liability which arises irrespective of the involvement of your internet operations, and

nothing in this exclusion will be construed to extend coverage under this Policy to any liability which would not have been covered in the absence of this exclusion.

## Special Conditions Applying to Policy F

- a) Cutting, heating or welding

If you perform any cutting, heating or welding operations we will not be liable for claims for Personal Injury or Property Damage arising directly or indirectly out of cutting, heating or welding operations unless such activity is conducted in strict compliance with AS 1674.1-1997 (Safety in welding and allied processes - Fire precautions), issued by the Standards Association of Australia.

- b) Reasonable care and precautions

You shall take all reasonable care and precautions:

- i. to prevent personal injury or property damage;
- ii. to comply with all statutory obligations and by-laws or regulations imposed by any public authority for the safety of persons or property;
- iii. to employ competent employees;
- iv. to maintain all premises, fittings and plant and everything used in the business in sound condition;
- v. to prevent the manufacture, sale or supply of defective products. You shall at your own expense take reasonable action to trace, recall or modify any of the products containing any defect or deficiency which you have knowledge of or have reason to suspect.

- c) Cross liabilities

This Policy extends to indemnify:

- i. each of the parties comprising the named insured, and
- ii. each of the insureds hereunder,

separately in the same manner and to a like extent as though policies had been issued in their separate names. In particular, but without limiting the foregoing, this insurance shall indemnify each of the parties described in clauses (i) and (ii) of 'Cross liabilities' in respect of claims made by any other of such parties.

Provided always that:

- iii. each of such parties shall be separately subject to the terms, claims conditions, general Policy conditions, exclusions and definitions of this Policy in the same manner and to a like extent as though separate policies had been issued, and
- iv. in no case shall the amount payable by us in respect of any one claim or series of claims arising out of any one occurrence or in the aggregate, as the case may be, exceed the applicable limit of liability as specified in the Policy Schedule.

## Policy F (a) – Tour Cancellation and Abandonment

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### Notwithstanding anything in Policy F

We will pay you, up to the sum insured noted in the Policy Schedule in accordance with the basis of settlement if any of the defined event applicable to this Policy occur during the period of insurance.

### Defined Events

- a) Loss or damage or accident involving the conveying vehicle, fire or flood, cyclone, storm or tempest, earth strike, riot or civil commotion which cause cancellation or abandonment of the tour, trip or charter.
- b) Additional replacement staff costs caused by illness or injury to the tour driver.

### Basis of Settlement

- a) Refunds of fares due to passengers.
- b) Air, bus or rail fares incurred to return passengers to the point of the tour departure via the shortest possible route.
- c) Accommodation and meal costs incurred from the time at which the tour is abandoned to the time the passengers return to the point of the tour departure.
- d) Air, bus and rail fares incurred to transport the replacement driver to the location of the tour.

### Specific Exclusions

- a) We will not pay if the tour is cancelled or abandoned due to the conveying vehicle breaking down or abandonment resulting from any mechanical, electrical or electronic defect or deficiency.
- b) We will not pay if the tour is cancelled or abandoned due to the conveying vehicle being detained by authorities as a result of a lawful authority declaring the vehicle to be unroadworthy.
- c) We will not pay if your driver is prevented from driving as a result of arrest or detention by lawful authorities.
- d) We will not pay if your driver is prevented from driving because the driver's faculties are impaired by any drug or intoxicating liquor or who is convicted of driving under the influence of intoxicating liquor or with a percentage of alcohol in his or her breath or blood in excess of the percentage permitted by law. However, we will pay if you are able to prove that you did not know that the driver of the conveying vehicle was so affected.
- e) We will not pay if the tour is cancelled or abandoned due to lack of financial support in ticket sales.

### Specific Conditions

- a) Fare refunds to passengers will constitute only the unused proportion of the fare.
- b) Fares for air travel will be not more than the economy class rate.
- c) Fares for train travel will be not more than the economy or 2nd class rate.
- d) Accommodation and meals will be at the standard applicable to the cancelled or abandoned tour.
- e) If the sum insured is exhausted an extra premium is payable to reinstate the cover.

## Policy F (b) – Trauma Counselling

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### Notwithstanding anything in Policy F

We will pay you, up to the sum insured noted in the Policy Schedule, in accordance with the basis of settlement if any of the defined events applicable to this Policy occur during the period of insurance.

### Defined Events

Loss, damage or accident involving the conveying vehicle or occurring within 100 metres of the conveying vehicle which causes cancellation or abandonment of the tour, trip or charter, and distress to the employees, passengers and/or immediate family for which trauma counselling is deemed necessary by the insured.

### Basis of Settlement

We will indemnify you up to the limit specified in the Policy Schedule (less the excess as stated) in respect of:

- a) Reimbursement of counselling costs reasonably and necessarily incurred by the Insured and relating specifically to the engagement of a Trauma Counsellor for the purpose of emergency response counselling to affected employees, passengers and/or immediate family.

We shall not be liable for the excess amount as stated in the Policy Schedule.

Our total aggregate liability during any one period of insurance for all claims arising shall not exceed \$20,000.

### Specific Exclusions

We will not pay for any claim under this section of the policy if the claim arises directly or indirectly out of any of the following:

- a) We will not pay if it is established from the initial consultation that the employee, passenger or immediate family member's Trauma condition is a re-occurrence or aggravation of a medical condition/s for which this person has received treatment or counselling in the previous 12 months prior to the date of incident.
- b) We will not pay if the loss, damage or accident was caused by
  - i. any person including the insured who is not licensed under any relevant law to drive the conveying vehicle
  - ii. any person in charge of the conveying vehicle whose faculties are impaired by any drug (unless any medical practitioner has prescribed them) or intoxicating liquor.
  - iii. the conveying vehicle breaking down or abandonment of the tour trip or charter resulting from any mechanical, electrical or electronic defect or deficiency
  - iv. the conveying vehicle being detained by lawful authorities as a result of a lawful authority declaring the conveying vehicle to be unroadworthy.
- c) We will not pay if you are eligible to claim compensation under any Workers Compensation Legislation, Statutory Transport Accident Scheme.
- d) We will not pay for services rendered more than 30 days from the date of the incident.
- e) We will not pay for any benefits that are considered to be 'health insurance business' as defined in the Private Health Insurance Act 2007 (Cth) and its regulations, or we're prevented from paying under any law in any jurisdiction, including under the National Health Act 1953 (Cth) or the Health Insurance Act 1973 (Cth).
- f) We will not pay for a defined event occurring outside Australia and/or any counselling costs incurred outside Australia.

### Specific Conditions

- a) You must observe the procedures as set out in the Bus Industry Confederation's Critical Incident Management Planning Guide.
- b) If the sum insured is exhausted an extra premium is payable to reinstate the cover.

# Policy G – General Property

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## Definitions

**Property** means

- a) That Property described in the Policy Schedule and situated anywhere in the Commonwealth of Australia, but not including stock, mobile telephones, pagers and other electronic communication equipment unless individually itemised on the Policy Schedule.
- b) Tools and equipment incidental to the insured's business and camping equipment of tour operators throughout Australia limited to \$2,000 any one event or as individually specified in the Policy Schedule.

## Cover

If the property as described in the Policy Schedule is accidentally lost, stolen, destroyed or damaged during the period of insurance, we will at our option pay to you the value of the property at the time of its loss destruction or damage, or repair, reinstate or replace such property to a condition equal to but not better or more extensive than its condition when new. Our total liability shall not exceed the amount stated against each item in the Policy Schedule.

## Exclusions

We shall not be liable for:

- a) theft by employees or unexplained inventory shortages;
- b) theft from any vehicle whilst unlocked;
- c) loss or destruction of or damage to glass, livestock, money (which shall include cash, bank notes, cheques, postal notes, money orders, postage stamps, credit card vouchers metropolitan transport tickets), motor vehicles and craft designed for use on water or in the air or their accessories;
- d) claims arising out of:
  - i. any manufacturing process;
  - ii. property undergoing any process involving the application of heat;
- e) loss or destruction of or damage caused directly or indirectly by:
  - i. wear, tear, fading, scratching, gradual deterioration, developing flaws or inherent vice;
  - ii. moths, vermin, termites or other insects;
  - iii. mechanical derangement and mechanical, electrical or electronic breakdown;
  - iv. faulty materials or faulty workmanship;
  - v. flood, the sea, tidal wave or high water;
  - vi. erosion, subsidence or landslide;
  - vii. boiler explosion.

Exclusions (d)(ii), (e)(ii), e(iii) and e(iv) shall be limited to the item or items immediately affected and shall not extend to other property.

## Excess

The amount of each claim otherwise payable shall be reduced by the amount of excess shown on the Policy Schedule.

# Policy H – Machinery and/or Electronic Equipment Breakdown

## Section A – Machinery Breakdown

### Definitions

#### Insured damage

sudden and unforeseen physical loss of or damage to the insured item which occurs during the period of insurance and which requires immediate repair or replacement to allow continuation of use.

#### Insured item

any item specified in the current Policy Schedule.

#### Plant

boilers, pressure vessels, all mechanical and electrical items driven by motors with capacity not exceeding 4.0 kilowatts (5HP), specified in the Policy Schedule, 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. Plant does not include:

- a) Submersible pumps, turbine pumps, helical rotor pumps;
- b) Vehicles or mobile plant;
- c) Electronic equipment;
- d) Domestic appliances other than domestic appliances contained in a motel;
- e) Lifts or escalators.

#### Sum insured

the sum stated opposite each insured item as specified in the Policy Schedule.

### Cover

If any insured item or any part of an item of plant specified in the Policy Schedule, suffers insured damage during the period of insurance we will indemnify you in respect of such loss or damage as provided in the basis of settlement clause.

#### Basis of settlement

- a) In the event of insured damage under the Policy we will pay you up to the sum insured the reasonable cost of repairs or replacement necessary to return the insured item to its former state of serviceability including:
  - i. cost of dismantling, re-erection and removal of debris;
  - ii. replacement of refrigerant lost from an item as a direct result of insured damage;
  - iii. charges for overtime and work on public holidays where necessarily and reasonably incurred;
  - iv. freight within the Commonwealth of Australia by any recognised scheduled services;
  - v. hire of a temporary replacement item during the time taken to repair the damage to any insured motor.

Provided the total of all those costs in clause (a)(iii), (a)(iv) and (a)(v) are limited to 50% of the total replacement or repair cost.

- b) All insured damage which can be repaired must be repaired, however should the item be uneconomical to repair due solely to the nature of the insured damage, settlement will be as follows:
  - i. The sum insured for the insured item as stated in the Policy Schedule.
  - ii. The cost of replacement of the insured item by an item of similar function, type, capacity and quantity in a condition equal to but not better than the condition of the insured item when new.

We will pay the lesser of (b)(i) or (b)(ii)

- c) The value of any salvage will be subtracted from the amount payable.
- d) The amount of each claim otherwise payable shall be reduced by the amount of the excess shown on the Policy Schedule.
- e) We shall not be required to replace or repair exactly, but only as circumstances permit.

### Special conditions applying to Section A of Policy H

The sum insured for insured items of plant specified in the Policy Schedule shall be automatically reinstated following insured damage for no extra premium.

### Exclusions particular to Section A Machinery breakdown

- a) We shall not pay for loss or damage caused by or arising from:
  - i. fire, smoke or soot;
  - ii. extinguishing a fire including subsequent demolition or repair work;
  - iii. lightning;
  - iv. chemical explosion (other than explosion of flue gas in boilers);
  - v. impact of landborne vehicle, aircraft or waterborne craft;
  - vi. earthquake, subterranean fire or volcanic eruption;
  - vii. landslip or subsidence;
  - viii. storm, tempest, windstorm or cyclone;
  - ix. rainwater, flood or inundation;
  - x. water escaping, discharged or leaking from any source;
  - xi. theft or attempts thereof;
  - xii. intentional or malicious damage.



- b) The cost of:
- i. replacement of expendable items such as belts, filters, fuses, electric heating elements, electrical contacts, thermostats, TX valves, cutting blades, crushing surfaces glass or porcelain, ceramics, chains, seals, links, dies and moulds, conveyor belting, lubricants, fuel and all operating media;
  - ii. replacement of component parts worn through normal machine operation;
  - iii. adjustment, cleaning, purging or recharging of refrigerant of air conditioning equipment; or
  - iv. repairs to piping and other ancillary systems due to cracking of pipe work;

Unless necessary as part of the rectification of insured damage not otherwise excluded under this Policy.

- c) The cost of:
- i. modification or alteration of insured plant which has suffered insured damage to enable it to operate with a more ozone friendly refrigerant gas as required by the UNEP (United Nations Environmental Protection) Montreal Protocol with respect to substances which deplete the ozone layer;
  - ii. replacement or repair, caused by gradual deterioration (including rust, corrosion, erosion, oxidation or scale formation);
  - iii. replacement of lighting equipment, reticulation electrical wiring, reticulating liquid and gas seeping and ducting;
  - iv. repair of scratches or painted or polished surfaces;
  - v. repair of slowly developing deformation or distortion of any part;
  - vi. repair of blisters, laminations, flaws or grooving even when accompanied by leakage;
  - vii. damage caused to insured item or Items caused by any hydraulic testing;
  - viii. repairs to valves, fittings, glands joints, gaskets, pipes, lines and connections which are defective or leaking;
  - ix. repairs to shaft keys requiring tightening, fitting renewal;
  - x. damage caused by the movement of foundations, masonry or brick work; or
  - xi. removal of installation of underground pumps and well casing; unless specifically noted on the Policy Schedule, this exclusion does not include submersible pump.

## **Section B – Electronic equipment**

### **Definitions**

When used in this Policy H, Section B - Electronic Equipment the following definitions shall apply:

#### **Electronic data**

the information stored on the electronic data media.

#### **Electronic data media**

the discs or tapes used in the computer to store the information.

#### **Electronic plant**

computers, word processors including all attached ancillary equipment, software and other electronic equipment, software and other electronic equipment specified in the Policy Schedule as insured items.

#### **Insured damage**

sudden and unforeseen physical loss or damage to the insured item which occurs during the period of insurance and requires immediate repair or replacement to allow continuation of use, caused by malicious or accidental damage, negligence, vibration, power surge, low voltage, mechanical, electrical and electronic breakdown.

#### **Software**

the collection of programs which cause a computer to perform a desired operation or series of operations.

### **Cover**

If any item or items of electronic plant or any part of an item of electronic plant specified in the Policy Schedule which is at the situation or is at other premises for the sole purpose of maintenance, repair or service or is at the home of the insured or any director or authorised employee of the insured suffers insured damage during the period of insurance, We will indemnify you as provided in the basis of settlement.

#### **Basis of settlement**

- a) In the event of insured damage to an insured item of electronic plant we will pay the cost of replacement or repairs necessary to return that insured item to its former state of operation including:
  - i. cost of dismantling, re-erection and removal of debris;
  - ii. charges for overtime and work on public holidays where necessarily and reasonable incurred; and
  - iii. freight within the Commonwealth of Australia by any recognised scheduled service.

Provided that the costs in clauses (a)(ii) and (a)(iii) are limited to 50% of the normal cost of repair payable under this policy. This benefit is in addition to the sum insured noted in the Policy Schedule.

- b) No deduction will be made for depreciation or parts replaced except for valves, tubes (including picture and x-ray tubes) and light sources. We will deduct a proportion of the replacement cost of these items being the proportion which the period of use up to the time of failure, bears to the normal service life expected by the manufacturer or supplier.
- c) All insured damage which can be repaired must be repaired, however should the time be uneconomical to repair solely to nature of the insured damage, settlement will be as follows:
  - i. the sum insured for the insured item as stated in the Policy Schedule;
  - ii. for insured items less than six years old the cost of replacement of the insured item by an item of similar function, type, capacity and quality and in a condition equal to, but not better than, the condition of the insured item when new;
  - iii. for insured items six years or older, the installed value of the insured item will be depreciated by 10% per annum for each year of service to a maximum of 70%.Our liability will be the lowest of (c)(i), (c)(ii) or (c)(iii).
- d) The value of any salvage will be subtracted from the amount payable under the clause;
- e) The amount of each claim otherwise payable be reduced by the amount of excess shown on the Policy Schedule;
- f) If more than one insured item is lost or damaged in one occurrence, we will apply only the highest of the excess applicable to such insured items.

#### Special condition applying to Section B of Policy H

- a) This insurance only applies after completion of successful initial commissioning.
- b) You shall notify the police of all incidents involving loss or malicious damage for theft or burglary which might give rise to a claim under this Policy.
- c) The sums insured for material damage and Extension 1 of Section B of Policy H shall be automatically reinstated following insured damage for no extra premium.

#### Exclusions particular to Section B Electronic equipment

We shall not be liable for claims in respect of:

- a) insured damage to electronic data and electronic data media, subject to any extension selected by you;
- b) insured damage caused by atmospheric conditions, moisture or changes in temperature unless directly resulting from damage to or malfunction conditioning equipment;

- c) The cost of:
  - i. replacement of expendable items such as batteries, valves, x-ray and picture tubes, belts, chains, tapes, cards, ribbons, filters, tubes, electric heating elements or electrical contacts; or
  - ii. replacement of component parts worn through normal use or operation; unless necessary as part of the rectification of insured damage not otherwise excluded under this Policy.
- d) The cost of anything to the extent you are entitled to recover the costs of labour or parts under a maintenance agreement, warranty, guarantee or indemnity in your favour by the manufacturer of the relevant insured item or any other person.
- e) Loss or damage caused by:
  - i. theft by you or any of your employees or members of your family;
  - ii. theft by any person to whom the insured item is on hire under hire purchase or lease;
  - iii. theft by any person for whose debt the insured item stands as security under or pursuant to any agreement entered into by any person insured under Section B;
  - iv. disappearance of any kind when the insured item is out of your possession or on hire, rental lease or loan;
  - v. theft or attempted theft thereof except whilst insured items are left unattended within a locked vehicle or otherwise properly secured at the situation or situations specified in the Policy Schedule.
  - vi. software viruses or other disruptive programming techniques.

#### Extensions Available Under Section B

- a) **Electronic data and electronic data media** applies where indicated on the Policy Schedule as being operative.
  - i. Scope of cover  
We will indemnify you for insured damage to the electronic data and electronic data media insured under this extension as specified in the Policy Schedule caused solely as the result of insured damage covered under Section B to an insured item which is specified in the Policy Schedule.

ii. Basis of settlement

We will pay you for such loss or damage up to the sum insured specified in the Policy Schedule including:

- a. the actual cost of replacement of lost or damaged electronic data media by new unused materials; and
- b. any expenses which can be proved to have been incurred by you only for the purpose of restoring the electronic data by reproduction of data or information in a condition equivalent to that existing prior to insured damage and necessary to allow operation of the insured damage and necessary to allow operation of the insured item to continue in the normal manner. Lost electronic data may be reproduced in an updated form if the cost of doing so is no greater than that of reinstatement in the original form.

And provided:

- c. We shall only be liable for costs and expenses incurred within a period of 12 months following the insured damage within the period of insurance.
- d. this extension only applies whilst the insured electronic data media is:
  - at the situation;
  - at a media storage situation; or
  - temporarily at an alternative situation for processing purposes or in transit between any of these situations.
- e. the amount of each claim otherwise payable shall be reduced by the amount of the excess shown in the Policy Schedule.

iii. Exclusions - applying to this extension (In addition, the exclusions contained in Section B and general exclusions applicable to Policy H apply to this extension).

- a. loss or distortion of electronic data contained on the electronic data media while mounted in or on any machine for use of processing unless such loss or distortion occurs:
  - at the situation due to insured damage to an insured item which is specified in the Policy Schedule; or
  - at other situation temporarily for processing purposes due to insured damage to the Item which would be indemnifiable if the Item were insured under Section B.

- b. loss or distortion caused by computer virus being an executable programme or computer code segment 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.
- c. wasting or wearing away or wearing out caused by or naturally resulting from ordinary use or working or gradual deterioration.
- d. loss or damage caused by atmospheric conditions, moisture or changes in temperature unless directly resulting from damage to air-conditioning equipment which would be indemnifiable if the equipment were insured under Section B.
- e. consequential loss of any kind or description whatsoever.

**b) Increase cost of working** applies where indicated on the Policy Schedule as being operative.

i. Scope of cover

- a. We will indemnify you as set out in (b)(ii) below up to the sum insured for any additional costs of operating your business directly resulting from interruption of interference to your business as defined in the Policy Schedule but only if:
  - the interruption or interference is as a result of insured damage to the Insured computer or word processor covered under Section B; and
  - the interruption or interference is caused solely as a result of insured damage.

ii. Basis of settlement

- a. We will pay you for the additional expenditure incurred over and above the normal expenses which would have been incurred by you for the operation of your insured computer or word processor by the use of substitute equipment to maintain normal business operation during the interruption up to the sum insured specified in the Policy Schedule, including:
  - the actual hire charges incurred for the rental of substitute equipment; and
  - the cost of additional personnel and transport expenses incurred with the use of the substitute equipment.
- b. The indemnity period and the time excess shall commence upon the commencement of use of a substitute Insured computer or word processor.

- c. We will be liable for additional expenditure incurred during the actual period specified in the Policy Schedule as the indemnity period.
  - d. The total of all claims payable under this extension during the period of insurance shall not exceed the aggregate of the sum insured stated in the Policy Schedule.
  - e. We will not be liable for loss damage or costs incurred by you during the time excess.
  - f. The amount of each claim otherwise payable shall be reduced by the amount of the excess shown in the Policy Schedule
- iii. Exclusions - applying to this extension (In addition, the exclusions contained in Section B and general exclusions applicable to Policy H apply to this extension).

We will not pay for:

- a. The costs incurred during:
  - interruption due to the carrying out of alterations, additions or improvements to the Insured computer or word processor;
  - interruption due to the carrying out of cleaning, adjustment, inspection or maintenance of the Insured computer or word processor; or
  - the extension of any interruption due to any measure, restriction or regulation imposed by any government or public or local authority.
- b. Additional costs incurred where the period of interruption otherwise applicable is increased beyond four (4) weeks due to delay in the repair or replacement of items manufactured outside Australia where such delay results from:
  - measures, restriction or regulations imposed by any government or public or local authority;
  - the time required to procure replacement parts or complete items in overseas markets;
  - the time required to transport or ship component parts or complete items between the situation and any overseas place or repair or replacement; or
  - the time required to engage and transport overseas specialists or consultants to assist in or supervise local repairs.

- iv. Special conditions - applying to Extension (b)
  - a. If the sum insured under this Extension (b) at the time of any insured damage is less than the additional cost that would be incurred during the indemnity period stated in the Policy Schedule for the use of a substitute computer or word processor of similar performance to the system insured under Section B including personnel and transportation costs for the whole of such indemnity period. We will pay you less in the event of a claim being an amount equal to that proportion of the claim that the sum insured bears to those additional costs including personnel and transportation costs for the whole of the indemnity period.
  - b. For the purpose of this Extension (b) only, Exclusion (d) in Section B does not apply.

#### **General exclusions applicable to Sections A and B**

We shall not be liable under the Policy H for claims in respect of the cost of:

- a) maintenance work;
- b) alterations, additions, improvements or overhauls whether carried out in the course of indefinable repairs or as separate operation;
- c) replacement or restoration following gradual deterioration (including rust, corrosion, erosion, oxidation or scale formation);
- d) consequential loss.

#### **Special conditions applicable to Sections A and B**

- a) On the happening of any occurrence which might give rise to a claim under this Policy H you shall in addition to complying with General condition 6 (Claims):
  - i. take all reasonable steps to minimise the extent of the loss;
  - ii. preserve any damaged or defective plant or items and make them available to us for inspection
- b) Our liability shall cease for any plant which has sustained damage and is operated without having been repaired in a manner consistent with the generally accepted rules engineering practice.
- c) At the end of each period of insurance you shall furnish us with details of any item newly installed of which have been deleted during the period of insurance. Additional or return premiums shall be calculated corresponding to the type and value of the items and the period of insurance from the time of completion of the successful commissioning of the items. Provided that our liability for all additional items will not exceed 50% of the total insured as stated in the Policy Schedule
- d) You shall permit us or our representative at all reasonable times the right to inspect and examine any items insured by these Policies.

# Policy I – Land Transit, Baggage and Freight

## Definitions

When used in this Policy I the following definitions shall apply:

### Property

General freight and passengers baggage and containers thereof.

### Cover

Unless otherwise Insured we will pay to your passengers and/or consignors in accordance with the basis of settlement if any of the property insured shown in the Policy Schedule and carried in the luggage bins or freight compartment of the conveying vehicle or trailer towed by the conveying vehicle is accidentally lost or damaged during the period of insurance.

### Basis of settlement

The basis of settlement will be:

- a) for goods sold – The invoice value;
- b) for goods purchased – The purchase price as shown on the invoice;
- c) for clothing, jewellery and personal effects - replacement cost.

### Excess

The amount of each claim otherwise payable shall be reduced by the amount of excess shown on the Policy Schedule

### Specific Exclusions

We will not pay for any loss or damage caused by or out of:

- a) the conveying vehicle being driven while in an unroadworthy condition unless you could not reasonably have detected that condition;
- b) the conveying vehicle driven by any person whose faculties are impaired by any drug or intoxicating liquor or by any person who is convicted of driving, at the time the damage occurs, under the influence of intoxicating liquor or by any person with a percentage of alcohol in his breath or blood in excess of the percentage permitted by law. However, we will pay if you are able to prove that you did not know that the driver of the conveying vehicle was so affected;
- c) delay, loss of market, depreciation or deterioration;
- d) loss or damage to money (as defined in Policy D – Money), explosives, petroleum products, gas in bottle or livestock.
- e) loss or destruction of or damage to glass, livestock, money (which shall include cash, bank notes, cheques, postal notes, money orders, postage stamps, credit card vouchers metropolitan transport tickets), motor vehicles and craft designed for use on water or in the air or their accessories;

- f) any manufacturing process;
- g) property undergoing any process involving the application of heat;
- h) loss, destruction of or damage caused directly or indirectly by:
  - i. wear, tear, fading, scratching, gradual deterioration, developing flaws or inherent vice;
  - ii. moths, vermin, termites or other insects;
  - iii. mechanical derangement and mechanical, electrical or electronic breakdown;
  - iv. faulty materials or faulty workmanship;
  - v. flood, the sea, tidal wave or high water;
  - vi. erosion, subsidence or landslide;
  - vii. boiler explosion;
  - viii. the negligence of the passenger and/or consignor.

# Policy J – Fidelity Guarantee

## Definitions

When used in this Policy J the following definitions shall apply:

### Employee

any person who is employed by you, but does not include a director of a corporation or a trustee of a trust while carrying out duties as a director or trustee only.

### Money

current coins, bank notes, currency notes, cheques, credit cards, sales/ service vouchers, credit card vouchers, postal orders, money orders, negotiable and unnegotiable securities and valuable documents, unused postage and revenue stamps, instant lottery tickets, stored-value cards and metropolitan transport tickets.

## Cover

We will pay you up to the sum insured and in accordance with the basis of settlement against any loss of property insured (including money) occasioned by or arising out of the happening of a defined event.

### The defined events are

Any act of fraud or dishonesty committed by an employee (whether acting alone or in collusion with others) for their own gain or for the financial benefit of any other person or organisation intended by the employee to receive a benefit.

Provided that:

- a) the loss happens during the period of insurance;
- b) the loss is discovered not later than 12 months after the expiry of the period of insurance or not later than 12 months after the termination of the employment of the employee, whichever occurs first;
- c) the sum insured for any one employee shown in the Policy Schedule under this Section will be reduced by the total of any claims payable by us for losses resulting from the fraudulent or dishonest conduct of that employee in any period before the current period of insurance;
- d) We will not be liable for more than the sum insured for all employees shown in the Policy Schedule in respect of all losses suffered in the period of insurance.

## Basis of settlement

The basis of settlement will be:

- a) for property insured other than money, we will at our option:
  - i. pay to you the amount of the loss of property insured; or
  - ii. reinstate or replace that property, but in so doing we will not be bound to reinstate or replace exactly and completely, but only as circumstances permit and in a reasonably sufficient manner.
- b) for money, we will pay to you the amount of your loss, provided that:
  - i. we will not pay more than the amount shown in the Policy Schedule for any one employee for any loss that arises out of the act or acts of any one employee or for which that employee is concerned or implicated by acting in concert with any other person;
  - ii. for all losses suffered in the period of insurance, we will not pay in total more than the amount shown in the Policy Schedule for all employees;
  - iii. for property insured other than money, after payment for or replacement of any lost property, that property, if recovered will belong to us subject to your right to reclaim it upon repayment of any amount paid by us;
  - iv. for money, any recovery made either by you or by us after settlement of the claim will first be applied to any uninsured loss borne by you.

## Excess

We will not pay the amount of the excess shown in the Policy Schedule for this Section.

## Additional benefits

Consequent upon a claim being admitted following the happening of a defined event, we will also:

- a) Retroactive cover  
if this Section of the Policy is substituted for any prior Policy of Fidelity guarantee insurance carried by you that is terminated, cancelled or allowed to expire at the time of substitution, cover any loss that is within the time limitations provided that:
  - i. the loss would have been recoverable by you under the Policy except for the fact that the time within which to discover any loss had expired;
  - ii. the cover we provide will fall within and will not be in addition to, the sum insured shown in the Policy Schedule;

- iii. the loss would have been covered under this Section had this Section with its terms, limitations and conditions at the time of the substitution been in force when the acts or defaults causing the loss were committed;
- iv. recovery under this Section for the loss will not exceed the amount that would:
  - be recoverable under this Section had those acts or defaults been committed immediately before discovery; or
  - have been recoverable under the prior Policy had it continued in force until the discovery of the loss, whichever is the lesser;
- v. We will not be liable for any loss arising from any act of fraud or dishonesty committed more than 12 months before the inception of this Section of the Policy.

b) Unidentifiable employee

If you suffer any loss but are unable to identify the specific employee whose conduct has given rise to the loss, pay for the loss provided that:

- i. you are insured for the conduct of all employees; and
- ii. you can satisfactorily demonstrate that the loss was caused by the fraud or dishonest conduct of one or more employees.

c) Automatic reinstatement

Reinstate the sum insured to the original amount immediately preceding such claim subject to the payment of any extra premium we may require, provided that we will not be liable more than once for the sum insured stated in the Policy Schedule for any loss that arises out of the act or acts of any one employee or for which that employee is concerned or implicated by acting in concert with any other person.

d) Auditors' fees

Subject to the extent that the sum insured is not otherwise exhausted, reimburse you for fees payable by you to external auditors that are reasonable and necessarily incurred to support a valid claim. The maximum amount we will pay will be \$10,000 or 10% of any claim paid, whichever is the lesser.

## Exclusions

We will not pay for:

- a) any loss or part of a loss the proof or quantification of which depends upon any shortage revealed by or inconsistency in any accounting records, an inventory computation or enumeration, a comparison of inventory records with an actual physical count, or a profit and loss computation.

- b) any loss arising from the conduct of an employee after you have knowledge or information of any prior act of fraud or dishonesty by that employee.
- c) any loss arising from a failure to make payment of or default under any loan or credit transaction obtained from or made by you whether authorised or unauthorised unless there is fraud or dishonesty by an employee.
- d) any loss arising out of a change or variation in the method of conducting the business that results in information furnished to us in any proposal or application for this insurance or any supporting documentation being different in some material degree.
- e) any consequential loss or other loss of any kind not specifically referred to in this Section such as loss of use or enjoyment, loss of profits or depreciation in value.

## Conditions

We will not cover you if you do not comply with these conditions.

a) Checks and precautions

You must perform and observe all checks or precautions described by you in any Proposal for this insurance or any documentation supporting the Proposal.

b) Change in business arrangements

You must inform us immediately in writing and obtain our written consent if there has been any change in:

- i. the method of conducting the business to make the facts differ in some material degree from those described in the Proposal for this insurance or any supporting documentation;
- ii. the ownership of the business without our prior written consent.

c) Claims against employee

In the event of any claim being made you will, to the extent allowed by law, retain all salary, commission moneys or assets that are the property of the employee in respect of whose conduct a claim is made and which are or may come within your control and you will apply them towards making good the amount of the loss.

d) Dishonest employee

You must give to us written notice immediately upon the discovery of any conduct that is fraudulent or dishonest by any employee or of reasonable cause for suspicion as to any such conduct or of any lack of integrity by an employee whether giving rise to a claim or not. We will not pay for any loss occurring after the date of discovery of such conduct.

# General Conditions and Exclusions Applying to All Sections of this Policy

## General Exclusions

### a) War, terrorism, radioactivity

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- i. War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or

### ii. Any act(s) of terrorism

For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- involves violence against one or more persons, or
- involves damage to property, or
- endangers life other than that of the person committing the action, or
- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or to disrupt an electronic system.

- iii. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to (i), (ii) or (iii) above.

- b) This Policy does not provide cover for any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.

If Policy A - Fire (Including specified extraneous events) is current we will provide cover for physical loss or damage to the property insured, including business interruption therefrom, directly occasioned by a Cyber Incident which is caused by the following perils:

fire, lightning, thunderbolt, explosion, implosion, earthquake, subterranean fire, volcanic eruption, impact, aircraft and/or other aerial device, breakage of glass, the acts of persons taking part in riots or civil commotions or of strikers or of locked out workers or of persons taking part in labour disturbances which do not assume the proportions of or amount to an uprising, storm and/or tempest and/or rainwater and/or wind and/or hail, water and/or other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or appliance and/ or pipes.

Nevertheless, any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data occasioned by a Cyber Incident shall not be recoverable, nor be considered as physical loss or damage for the purposes of this exclusion.

Notwithstanding the foregoing, we will provide cover for loss to Electronic Data and rewriting of records as provided by additional benefit "Rewriting of records" of the Policy A – Fire (Including specified extraneous events) section in the event that hardware or Electronic Data storage device of an insured Computer System sustains physical damage caused by the above perils, provided that it is directly occasioned by a Cyber Incident, which results in damage to or loss of Electronic Data stored on that hardware or Electronic Data storage device. The basis of valuation for the recovery of the damaged or loss Electronic Data shall only be the cost of reproducing Electronic Data. Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering or assembling such Electronic Data, but does not include the value of the Electronic Data to the insured or any other party even if such Electronic Data cannot be recreated, gathered or assembled.

If Policy C – Theft is current we will also provide cover for losses to Electronic Data arising out of theft of any computer and/or computer hardware and/or firmware and/or microchip and/or integrated circuit and/or device containing such Electronic Data.

If Section B of Policy H – Machinery and/or electronic equipment breakdown is current we will also provide cover for losses to Electronic Data arising out of vibration, power surge, low voltage, mechanical, electrical and electronic breakdown.

For the purposes of this exclusion:

- i. Cyber Incident shall include:
  - a) unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof;
  - b) Malware or Similar Mechanism;
  - c) programming or operator error whether by the insured or any other person or persons;
  - d) any unintentional or unplanned – wholly or partially – outage of the insured's Computer System not directly caused by



physical loss or damage;

affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any person or group(s) of persons.

- ii. Computer System means any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or back up facility.
- iii. Electronic Data means facts, concepts and information converted to a form usable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
- iv. Malware or Similar Mechanism means any programme code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to 'virus', 'trojan horses', 'worms', 'logic bombs' or 'denial of service.'
- c) This Policy does not provide cover for loss, damage, destruction or liability directly or indirectly caused by or happening through the consequence of your wilful act or wilful act committed with your connivance.
- d) Sanctions limitation and exclusion clause

You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America, or any local autonomous sanctions.

- e) Cover Prohibited By Law

Where this Policy provides any cover to you which is prohibited by law, this Policy shall be varied by operation of this clause so that this Policy does not respond to the extent that the cover is prohibited by law. In all other respects the Policy remains unaltered.

## General Conditions

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must

also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- Refuse to pay your claim or reduce what we pay for your claim
- Cancel your Policy.

## Assistance and co-operation

At all times when you deal with us you must:

- Provide us with all reasonable assistance we may need
- Be truthful and frank
- Not behave in a way that's abusive, dangerous, hostile, improper or threatening
- Co-operate fully with us, even after we've paid a claim.

## 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:

- a) the nature of 'The Business' carried on;
- b) the nature of the occupation of or other circumstances affecting the buildings insured or containing any insured property;
- c) the fact that the buildings insured or containing any insured property become unoccupied and remain so for a period of more than sixty consecutive days;
- d) removal of the property insured from the situations referred to in the Policy Schedule except as specifically provided by these Policies;
- e) 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.

## Representations

In determining the availability of, or granting cover under this Policy, we have relied upon the declarations and statements in the proposal and attachments thereto.

## 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 insured 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 nor for any resultant loss, destruction or damage.

### Contribution and other insurance

When making a claim, you must notify us of any other insurance that you're aware will or may, whether in whole or in part, cover any loss insured under your policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to you or any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

### Changes

These policies contain our entire agreement with you concerning the insurance afforded. This Policy's terms and conditions can only be amended or waived by an endorsement issued by us and made part of this Policy.

### 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 unexpired period of insurance calculated at our current short-term rates.

We may cancel any or all of these Policies by notice in writing 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 subject to the conditions and circumstances set out in the Insurance Contracts Act 1984 (as amended). In the event that You have made a claim under the Policy and We have agreed to pay the full Sum Insured for an Insured Item or Registered Insured Item, or Limit of Indemnity, no return of premium will be made for any unused portion of the premium.

### Claims

Upon 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 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, and provide details of the report to us. We may need the police report number to process your claim or our recovery action if there is a third party who is liable for your loss.

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 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 all 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 take over and conduct in your name the defence or settlement of any claim made or which may be made against you. We will act reasonably having regard to your interests and will keep you informed if you ask us to.

We shall have the conduct of any proceedings in connection with any claim and you must give us all information and assistance that we may reasonably require.

### Co-operation

If we are 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.

### 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.

### **Reinstatement after loss**

Unless specified under individual Policies the sums insured shown in the Policy Schedule shall not be reduced by the amount of any claim, provided that you pay any appropriate additional premium if demanded. However, the reinstatement of each sum insured will be made once only during any one period of insurance. Any specific requests by you for further reinstatement or variation of these Policies will only be considered on such terms that may mutually be agreed upon.

### **Other interests**

We shall not be liable to pay any benefits for any loss, damage, 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 the terms of these Policies. No interest in these Policies may be transferred without our written consent (but we will not unreasonably withhold our consent).

### **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.

### **Sending you documents**

We may send letters, policy and other related documents to you. If we email them to you, we'll consider the email to be received by you 24 hours after we send it.

Please make sure we have your current email and mailing address on record and let us know as soon as these change.

SURA Australian Bus and Coach acts as an agent for QBE Insurance (Australia) Ltd ABN 78 003 191 035 AFSL 239545 (and is authorised to arrange, enter into/ bind and administer this insurance on their behalf.

SURA Australian Bus and Coach is a trading name of SURA Pty Ltd ABN 36 115 672 350 AFSL 294313.

Thank you for receiving this document electronically.

SURA Australian Bus and Coach supports positive initiatives for our environment.

# S U R A AUSTRALIAN BUS AND COACH

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