



Care Facilities

Product Disclosure Statement and Policy Wording
Child Care

Contents

Introduction	3
Ansvar Insurance	3
Our experience.....	3
Our approach.....	3
Supporting our community	3
About this PDS	5
Who is the insurer and how can we be contacted?	5
Important Information	6
Changes to the PDS.....	6
Cooling off Period.....	6
Significant features and benefits	6
Costs	7
Terrorism	8
Costs	8
Code of Practice and Privacy Act.....	9
The easy solution to a problem	9
What if we don't resolve your problem?	10
Critical Documents	10
Claims Made.....	10
Duty of disclosure.....	11
Goods and Services Tax (GST)	11
The contract between you and Ansvar Insurance	12
General definitions applicable to all sections of the policy	12
Definitions applying to section 6, 7, 8 and 9 only	15
General exclusions applicable to all sections of the policy	17
Exclusions applicable to sections 1, and 11 only	18
Exclusions applicable to sections 6, 7, 8 and 9 only	19
General conditions applicable to all sections of the policy	22
Claims conditions applicable to all sections of the policy	26
Section 1 – Property Insurance	28
Specific Definitions	28
What is covered.....	28
What <i>damage</i> is not covered:.....	28
What property is not covered:	29
How much we will pay	29
<i>Excess</i>	29
Basis of settlement – what we will pay.....	30
Extensions	32
Further Extensions	34
Specific conditions.....	38
Section 2 - Interruption Insurance	39
Specific Definitions	39
What is covered.....	39
What loss of <i>income</i> is not covered.....	39
How much we will pay	39
<i>Excess</i>	40
Basis of settlement – what we will pay.....	40
Extensions	40
Optional extensions.....	41
Specific conditions.....	42
Section 3 - Crime Cover	43
Specific Definitions	43
Part A – Loss of Money	43
What is covered.....	43
What is not covered.....	43
Basis of settlement – what we will pay.....	44
<i>Excess</i>	44
Extensions	44
Part B – Burglary or theft of <i>insured property</i> (other than <i>money</i>)	45
What is covered.....	45
What loss or <i>damage</i> is not covered	45
What property is not covered.....	45
Basis of settlement – what we will pay	45
<i>Excess</i>	46
Extensions	46
Further Extensions.....	47
Part C – Theft by officials	48
Specific Definition	48
What is covered.....	48
What is not covered.....	48
<i>Excess</i>	49
Basis of settlement – what we will pay	49
Extensions	49
Specific conditions applicable to Part C only.....	50
Section 4 - Glass breakage	51
Specific Definitions	51
What is covered.....	51
What is not covered.....	51
<i>Excess</i>	51
Basis of settlement – what we will pay	52
Extensions	52
Section 5 - Breakdown of <i>mechanical</i> and <i>electronic equipment</i>	53
Specific Definitions	53
Part A – Breakdown of <i>mechanical equipment</i>	54
What is covered.....	54
What is not covered.....	54
<i>Excess</i>	56
Basis of settlement – what we will pay	56
Optional extension.....	57
Part B – Breakdown of <i>electronic equipment</i>	58
What is covered.....	58
What is not covered.....	58
<i>Excess</i>	59
Basis of settlement – what we will pay	59
Optional extensions	59
Specific conditions applicable to section 6	61
Section 6 General Public and Products Liability Insurance	62
Specific Definitions	62
What is covered.....	63
What is not covered.....	63
How much we will pay	67
<i>Excess</i>	67
Automatic Extensions	68
Optional extensions	68
Specific conditions.....	69
Section 7 – Professional Indemnity Liability Insurance	70
Specific Definitions	70
What is covered.....	71
What is not covered.....	71
How much we will pay	72
<i>Excess</i>	73
Automatic extensions	73
Optional extensions	75
Section 8 – Liability of Officials	76
Specific Definitions	76
What is covered.....	76

What is not covered.....	76	<i>Excess</i>	101
How much we will pay	78	Basis of settlement – what we will pay	101
<i>Excess</i>	79	Section 12 – Tax Audit.....	102
Automatic extensions	79	Specific Definitions	102
Optional extension.....	80	What is covered.....	102
Section 9 – Employment Practices Liability		What is not covered.....	102
Insurance	82	How much we will pay	104
Specific Definitions	82	<i>Excess</i>	104
What is covered.....	82	Specific Conditions applicable to this section...104	
What is not covered.....	82		
How much we will pay	83		
<i>Excess</i>	84		
Automatic extension	84		
Section 10 – Personal Accident	85		
Specific Definitions	85		
What is covered.....	86		
What is not covered.....	86		
Table of events	88		
Table of benefits.....	88		
Special provisions applicable to the Table of benefits	88		
Initial period excluded.....	89		
Initial period excluded.....	90		
Section 10 – Personal Accident	91		
Specific Definitions	91		
What is covered.....	92		
What is not covered.....	92		
Extensions	93		
Table of events	94		
Table of benefits.....	94		
Special provisions applicable to the Table of benefits	94		
Initial period excluded.....	95		
Section 10 – Personal Accident	96		
Specific Definitions	96		
What is covered.....	97		
What is not covered.....	97		
Extensions	97		
Table of events	99		
Table of benefits.....	99		
Special provisions applicable to the Table of benefits	99		
Initial period excluded.....	100		
Initial period excluded.....	100		
Section 11 - General Property Insurance	101		
What is covered.....	101		
What we will not pay for	101		

Introduction

Comprehensive insurance for your child care organisations from one of Australia's leading specialist insurers.

From our small beginnings in 1961 Ansvr Insurance now insures over 6,000 child care, aged care and other care facilities in Australia, the UK, Ireland, Canada and New Zealand and has developed specialist knowledge in this area, drawing upon our global experience.

We have a unique record of service to organisations that take care of others in the community. As a specialist insurer, our products and services have been designed to respond to the increasingly complex challenges facing community organisations today.

We appreciate the uniqueness of child care organisations and understand insurance risks associated when working with children, being able to maintain service delivery should a loss occur, reinstatement issues, security risks, fire protection, and providing a safe environment for children and the public.

Our comprehensive insurance policy has been specifically designed to protect your property and the people who deal directly with you. Cover includes property damage, loss of income following an insured event, misappropriation of funds by staff or officials, public liability, professional indemnity and liability of officials (directors and officers liability).

Ansvr Insurance

Ansvr Insurance began serving Australians back in 1961, is one of the largest insurers of places of worship and has always been a prominent insurer of care organisations.

In 1998, Ansvr Insurance was purchased by the Ecclesiastical Insurance Office plc, a leading insurer of heritage, religious and charitable organisations in the UK. Since then we have gone from strength to strength providing insurance in our specialist areas.

Our business focuses on serving organisations devoted to providing services and support to the community in both spiritual and practical ways. Faith organisations, educational institutions, care facilities, community groups

and charitable organisations comprise the portfolio of our business partnerships. They all add something very positive to the lives they touch.

Our experience

Insuring 6,000 care facilities in Australia, the UK, Ireland, Canada and New Zealand we have developed specialist knowledge in this area, drawing upon our global experience.

Our claims management team shares knowledge and overcomes to monitor all our insured organisations. This ensures our claims management advice is at the forefront of global developments.

We understand the unique differences across child care facilities and have created a specialised insurance product based on our experience and feedback from our customers.

Our approach

As a specialist insurance company we have developed a deep understanding of the issues confronting our child care customers across a number of activities undertaken. Our products and services are tailored accordingly.

Our dedicated staff is committed to helping customers protect their assets, staff and volunteers by providing:

1. specialist insurance advice
2. flexibility in underwriting
3. on-site risk management inspections, expert advice and practical solutions
4. opportunities to attend risk management seminars that address specific issues affecting you.

Ansvr Insurance believes that claims should be managed quickly and compassionately. The needs of our customers are paramount. We are always mindful of the reputation of our customers when we are managing claims made by injured parties and work in partnership on sensitive matters.

Supporting our community

Central to the Ansvr Insurance brand is our desire to make a difference in the world. At a practical level, we are able to provide grants to

grass roots programs designed to assist young Australians develop a positive attitude to life. 10% of our after tax profit (annualised over 3 years) is allocated to our Community Education Program. Every year we provide support to programs touching and enriching the lives of thousands of young Australians.

Our community support was acknowledged by the Australian and New Zealand Institute of Insurance and Finance in 2007 when we received the award for Service to the Community and were finalists for this award in 2008 and 2009. The industry's acknowledgement of our contribution to the community through our grants is very satisfying and whilst we are proud to have won this award, we are delighted that these programs can provide such a positive impact on the lives of Australian youth.

About this PDS

This product disclosure statement (PDS) contains two sections:

1. Important Information
Provides general information about your Child Care Insurance Policy.
2. The Contract between you and Ansvar Insurance
Details the terms and conditions of your Child Care Insurance Policy.

The financial product offered in the PDS is provided by Ansvar Insurance Limited.

The Table of Contents provides a summary of the content of the PDS.

The purpose of this PDS is to assist you to understand your insurance policy and enable you to make an informed choice about your insurance requirements.

The Child Care Insurance policy in conjunction with the certificate of insurance we issue upon acceptance of your proposal and any endorsements attached to the certificate, provide a full description of the terms, conditions and limitations of the insurance cover.

You will need to read the entire PDS for a full understanding of these terms, conditions and limitations including the benefits, risks and information about how the insurance premium is calculated.

Please read this PDS before you apply for this insurance.

This PDS was prepared in November 2010.

Who is the insurer and how can we be contacted?

Ansvar Insurance Limited (Ansvar Insurance), ABN 21 007 216 506, is the issuer of this insurance policy. The registered office of Ansvar Insurance is Level 12, 434 St Kilda Road, Melbourne, Victoria. The Ansvar

You can contact us by:

- calling in person at any Ansvar Insurance office
- telephoning 1300 650 540
- facsimile on 03 9804 5001
- writing to any office of Ansvar Insurance
- email to insure@ansvar.com.au

Important Information

Changes to the PDS

Information in this PDS is subject to change from time to time. Changes in your Child Care Insurance Policy will be communicated to you in several ways and these are:

- if a change will affect you adversely, Ansvar Insurance will issue you with a new product disclosure statement (PDS) or a supplementary PDS prior to the renewal of the insurance each year;
- for minor changes which are not materially adverse to you, we will communicate the changes to you in writing at the earliest opportunity;
- information can be obtained by telephoning our toll free number (1300 650 540), calling at one of our offices or visiting our website at ansvar.com.au to find out what changes might have occurred;
- if changes have occurred, we will be pleased to provide you with a paper copy of them on request.

Cooling off Period

We will refund the entire premium you have paid for cover under this insurance policy if you cancel the policy within 21 days of its commencement. To do this, you must advise us in writing and return the certificate of insurance to your nearest Ansvar Insurance office. You will not receive a refund if you have made a claim or intend to claim under the insurance policy.

Significant features and benefits

Cover is available under this insurance policy under 14 policy sections for events happening during the period of insurance. Cover is provided to you only in respect of the policy sections selected and on payment of the appropriate premiums and up to sums insured or limits of liability which are shown in the certificate of insurance.

The cover provided under each policy section is summarised below but it is a summary only of the type of cover available and does not form part of the terms of your insurance.

You need to read the full terms and conditions contained at pages 12- 104 to make sure this insurance matches your needs and expectations. You should read the full details of each policy section for specific definitions, limits, conditions and exclusions as well as the general definitions, general exclusions, general conditions and claims conditions.

Cover Available	Summary of cover
Section 1 Property Insurance	<p>This section covers you for accidental damage to your insured property at the location(s) where you carry out your operations. Cover applies to the declared and/or defined property and is for damage occurring during the period of insurance up to the limit of liability and any applicable sub limits of liability.</p> <p>This section also provides a number of extensions.</p>
Section 2 Interruption Insurance	<p>This section covers you for loss of income during the indemnity period as a result of damage occurring during the period of insurance.</p> <p>A claim must first be admitted (unless excluded solely by operation of an excess) under section 1, 13, Part A or B of section 3 of this policy to trigger a claim under section 2.</p>
Section 3 Crime Cover	<p>This section covers you for:</p> <ul style="list-style-type: none"> • Part A - Loss of money • Part B – Burglary or theft of property (other than money) • Part C – Theft by officials <p>which occurs during the period of insurance.</p> <p>This section also provides a number of extensions.</p>
Section 4	This section covers you for

Glass Breakage	accidental breakage of external and internal glass including leadlight and stained glass at the location(s) where you carry out your operations . A number of extensions are also provided.	Employment Practices Liability	liability for wrongful acts in the management of the human resources of the organisation. A number of extensions are also provided.
Section 5 Breakdown of Mechanical and Electronic Equipment	This section covers you for breakdown in use of your declared mechanical equipment, electronic equipment and explosion of boilers and pressure vessels. A number of extensions are also provided.	Section 10 Personal Accident for Carer Providers	This section provides accident and illness benefits for carers employed in the operations who are not entitled to statutory workers or transport accident benefits. We provide lump sum and disablement benefits.
Section 6 General Public and Products Liability Insurance	This section covers you for your legal liability (including legal liability arising out of your products) to pay compensation during the period of insurance for property damage, personal injury (occurring to a third party, other than an employee) or advertising injury caused by an occurrence happening in connection with your operations during the period of insurance. A number of extensions are also provided.	Section 11 Children's Personal Accident	This section covers bodily injury caused by an accident and suffered by children whilst at or in the care of the childcare centre. We provide lump sum and disablement benefits.
Section 7 Professional Indemnity	This section covers you for a claim made against you or your employees during the period of insurance as a result of a breach of professional duty. A number of extensions are also provided.	Section 12 Volunteers – Personal Accident	This section covers bodily injury caused by an accident and suffered by volunteers doing voluntary work for your benefit. We provide lump sum and disablement benefits.
Section 8 Liability of Officials	This section covers you and your officials for a claim made against the official for an actual or alleged breach of duty in the management of the organisation. A number of extensions are also provided.	Section 13 General Property Insurance	This section covers you for damage caused by agreed perils anywhere within the geographic limits to the property you specifically nominate.
Section 9	This section covers your	Section 14 Tax Audit	This section covers you for the cost of a professional engaged with our consent incurred by you in connection with a tax audit commenced during the policy period.

Home and Contents

This policy does not provide cover for the building of a residence used in part for child care nor residential contents nor personal liability. Cover can be purchased separately for these interests under our Home and Contents insurance policy.

Terrorism

This policy excludes cover as a result of terrorism.

In the event that property damage and/or property owners liability occur linked to an event declared a terrorism incident by the responsible Minister, then you may be afforded protection within the limits of indemnity of this policy by virtue of the Terrorism Insurance Act 2003. The operations of this Act may also serve to reduce the settlement of your loss to a percentage of the otherwise recoverable loss. In the event that the settlement is reduced then this will be at the direction of the Minister.

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

Costs

The premium payable by you for this insurance policy is shown in your certificate of insurance.

The premium payable will be determined considering factors such as the type of cover selected, the extent of your activities, the number of children in your care, the limit of liability or sum insured, the construction of any property and other relevant factors which increase or decrease the risk of loss or damage or liability. Please refer to the table below for more examples and an explanation of how these factors may affect your premium.

Relevant Rating Factor	Factors which may increase your premium	Factors which may decrease your premium
Cover selected	Each additional section and/or option selected	Not selecting a section or option
Sum insured / limit of liability	Higher sum insured / limit of liability	Lower sum insured / limit of liability

Excess	Low excess	High excess
Extent of activities	External activities, for example, fetes, fundraising activities in public places, excursions	No, or very few, external activities or excursions
Number of children in care	High number of children	Low number of children
Construction of buildings	Timber or mixed materials	Brick
Carer Providers	High number of carer provider	Low number of carers
Location of buildings	Remote location	Proximity of fire services
Age of buildings	Old buildings	New buildings
Security	No deadlocks on external doors	Monitored alarms
Glass	Special glass	Standard glass
Claims history	Adverse previous claims	Low number of previous claims
Machinery breakdown	Large number of machinery units	Low number of machinery units
Loss of income	High income	Low income
Indemnity period	Longer period of cover	Shorter period of cover
Persons providing professional	Large number of employees or volunteers involved in the	Low number of employees or volunteers involved in the

services	care of children	care of children
Size of Operation	High numbers of employees and volunteers within the organisation	Low numbers of employees and volunteers within the organisation
Theft by officials	Large number of employees or officials handling property and cash	Small number of employees or officials handling property and cash
Volunteers	High number of volunteers	Low number of volunteers
Turnover	High turnover or income of your activities	Low turnover or income of your activities
Likelihood of tax audits	Number of years in operation	Recently established

Premiums and fees are subject to Commonwealth and State taxes and levies which include Goods and Services Tax, Stamp Duty and Fire or Emergency Services Levy (if applicable in your State). All are shown in your certificate of insurance.

Code of Practice and Privacy Act

As a signatory to the General Insurance Code of Practice we are committed to raising standards of service to our customers. This voluntary code sets out the minimum standards we will uphold in the services we provide to you.

The Privacy Act sets out how we are to collect, use, disclose and protect your personal information. It also describes the circumstances for you to access and, if necessary, correct your personal information.

You may access your personal information by contacting any of our offices. The information we collect is used to assist us to provide you with our general insurance products and to manage our relationship with you.

At times we rely on third party suppliers (agents, legal advisers, other insurance

companies, assessors, investigators, loss adjusters, market research and mailing houses) to perform specialised activities for us. Your personal information may be provided to them so that they can carry out their agreed activities.

They are bound by confidentiality and non-disclosure agreements and are prohibited from using the information for any other purpose. These service providers are aware of their obligations under the Privacy Act and the General Insurance Code of Practice.

If you do not wish to provide us with your personal information, we will not be able to supply our products to you.

The easy solution to a problem

Ansvar Insurance places the highest priority on providing prompt, efficient and friendly service including protecting your privacy. However, if you are not satisfied with our service we, recommend that you use the complaints procedure set out below. The type of complaint could relate to the behaviour of or advice given by an Ansvar Insurance employee or authorised representative, a decision on a claim, the privacy of your personal information or any other matter relating to your insurance that is of concern to you. These procedures are available free of charge to you.

First, contact the employee or authorised representative of Ansvar Insurance with whom you have had contact to see if he or she can resolve the problem. If that is not possible, then contact the Regional Manager of Ansvar Insurance in your state. The Regional Manager will review the information and give you a response as quickly as possible, but no later than three working days from the date when the complaint is received.

If you are not satisfied with the response given by the Regional Manager, then please put your unresolved complaint in a letter and address it to:

The Secretary
Internal Dispute Resolution Committee
Ansvar Insurance Limited
GPO Box 1655, Melbourne VIC 3001

You can also telephone the Secretary with your complaint on (03) 8630 3100, fax it on (03) 9804 5001 or choose to email your complaint to the Secretary at insure@ansvar.com.au

If you require assistance in formulating your complaint, the Secretary of the Disputes Resolution Committee will assist you.

The Secretary will refer your complaint to the Internal Dispute Resolution Committee which comprises the Chief Executive Officer, one Executive Manager and one of the non-executive directors of Ansvar Insurance, for a decision.

The Internal Dispute Resolution Committee has appropriate authority to deal with unresolved complaints. You will receive a response within seven (7) working days from the time the Internal Dispute Resolution Committee receives your unresolved complaint, or alternatively you will be asked for further information. If further information is required, you will receive a decision within seven (7) working days from the time Ansvar Insurance receives the additional information.

What if we don't resolve your problem?

Once the Internal Dispute Resolution Committee gives you an answer, we will provide you with information about external dispute resolution if that is available.

For many complaints that is the Financial Ombudsman Service (FOS). FOS provides a free and independent dispute resolution service for consumers which have general insurance disputes that are covered by its Terms of Reference. If you wish your dispute to be reviewed by FOS, you must refer your dispute to FOS within three calendar months of receiving the Internal Disputes Resolution Committee's decision. You can do this by contacting FOS at:

Financial Ombudsman Service
GPO Box 3, Melbourne VIC 3001
Ph: 1300 78 08 08 (National toll free)
Fax: (03) 9613 6399
Email: info@fos.org.au
Website: www.fos.org.au

Alternatively, you may further pursue your unresolved complaint through a formal legal process such as the courts, mediation or arbitration.

For privacy complaints you may approach the Federal Privacy Commissioner. A copy of the General Insurance Code of Practice and privacy

principles can be obtained from our website www.ansvar.com.au or from one of our offices.

Critical documents

It is important to read/retain the following documents and keep them in a safe and convenient place:

- this document;
- your current Certificate of Insurance;
- photographs or certificates confirming ownership of your most valued possessions.

Remember to regularly review your insurance policy, particularly at renewal to ensure your insurance policy provides the cover that you currently need.

Claims made

Sections 7 - Professional Indemnity, 8 – Liability of Officials and 9 -Employment Practices Liability of the policy operate on a 'claims made' basis, which means that you are covered under these sections for:

1. claims made against you during the period of insurance and notified to us during the period of cover, or during the extended notification period of 30 days allowable under the policy, provided you were not aware at any time prior to the commencement of the period of insurance of any circumstances which could lead to the claim being made against you; and
2. claims made against you after the period of insurance has expired as a result of circumstances you first became aware of during the period of insurance, provided you have notified us in writing before the expiry of the period of insurance of such known circumstances.

The cover provided is in respect of claims arising out of acts, errors, omissions, conduct, events or circumstances that occur after the retroactive date shown in the certificate of insurance and notified to us during the period of insurance.

After expiry of the policy and the extended notification period, no new claim can be made or circumstances notified under the policy even though the event giving rise to the claim may have occurred during the period of insurance, except where allowed by law.

Duty of disclosure

Before you enter into a contract of general insurance with us, you have a duty under the *Insurance Contracts Act 1984* to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision to accept the risk of insurance and, if so, on what terms.

You have the same duty to disclose these matters to us before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by us;
- that is of common knowledge;
- that we know or, in the ordinary course of our **operations**, ought to know;
- as to which compliance with your duty is waived by us.

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the policy in respect of a claim or may cancel the contract.

If your non disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

Goods and Services Tax (GST)

This insurance policy has provision for payment of Goods and Services Tax:

- by you in relation to premiums;
- by us in relation to claims.

Additional covers available separately

This policy does not cover:

- construction risks (except to the extent specifically covered under section 1);
- personal accident and/or illness (except to the extent of cover for carer providers, volunteers & children);
- house and contents;
- motor vehicles/caravans/trailers;
- pleasure boats.

These are all available under separate policies by completion of the appropriate application forms, which are available on request.

The contract between you and Ansvar Insurance

In consideration of payment of **your** premium, **we** will insure **you** under sections 1 to 14 of this **policy**, that are shown in your **certificate of insurance**. **Your** insurance commences from the time **we** accept **your** proposal or variation and concludes at 4.00pm local standard time on the dates shown in the **certificate of insurance**.

We only insure **you** for those policy sections and optional extensions that are shown on the **certificate of insurance**.

If the terms of this **policy** are not observed, cover may be reduced or cancelled.

General definitions applicable to all sections of the policy

Certain words and phrases that appear in this policy in **bold italics** have special meanings as set out below (general definitions). In addition, some sections contain definitions for words specific to that particular section so these general definitions should be read in conjunction with such specific definitions. If there is a specific definition for a word or phrase, which is also included in the general definitions, the specific definition will prevail.

Where used in this policy:

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

basis of settlement means the method of determining the loss to the insured and how a claim is settled. The **basis of settlement** is defined under each section of this **policy**.

certificate of insurance means the certificate of insurance attaching to this **policy** or any certificate of insurance subsequently issued during the **period of insurance**, and which shows;

- the various sections of the **policy** selected by you for insurance;
- the sums insured and/or Limits of Liability applicable;
- the premiums payable for this insurance.

Child/Children means the child/children registered for care with you at the **location**.

computer crime means an act or acts of a person, other than an **employee or official**, leading to:

- the theft of **your**:
 - a. assets under the direct or indirect control of a computer system by manipulation of computer hardware or software programmes or system by any person to whom **you** have not given authorised access;
 - b. funds from an account which **you** maintain at a financial institution through fraudulent electronic, telephone or written instructions to debit, transfer or deliver funds from such account, where such instructions must appear to have been given by **you** or by someone to whom **you** have given authorisation but have in fact been fraudulently retransmitted, issued or fraudulently altered by that unauthorised person;
- the malicious, intentional and wilful use of computer network or electronic commerce services to erase, destroy, modify or corrupt data or to deny access to **your** computer network or electronic commerce services.

computer virus means an executable program or computer code segment that is self-replicating, requiring a host program or executable disc segment in which it can be contained and destroying or altering the host program or other computer code or data, causing undesired program or computer operation.

damage, damaged means physical loss, destruction or damage.

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

employee means any person who is:

- employed by **you** under a contract of employment as a full-time, casual or temporary employee or working for **you** under a contract of service or apprenticeship;
- under a contract of service or apprenticeship with another employer and is seconded to work for **you**;
- under a work experience scheme with **you** and is deemed by legislation in respect of work related accident compensation or occupational health and safety to be an **employee** of **yours** or a worker in relation to **you**.

excess means the amount **you** must contribute towards each and every claim under this **policy** and is shown in the **certificate of insurance** in respect of each section.

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

geographic limits means the Commonwealth of Australia, except where otherwise stated under a specific section of this **policy**.

glass means external glass and internal glass, plastic used as an alternative to glass and porcelain forming part of the fixtures and fittings belonging to **you** or for which **you** are legally responsible.

indemnity value means the **replacement value** of any item of **insured property** less an allowance for depreciation, age, wear and condition at the time of **damage**.

insured property means, in respect of each section of this **policy**, the property belonging to **you** or for which **you** are responsible for insuring which are:

- shown on the **certificate of insurance** as covered by that section; and/or

- defined as **insured property** under the specific definition for the relevant section.

landscaping means decorative trees, shrubs, plants and rockwork.

liability claims means **claims** which are lodged against sections 6, 7, 8 & 9 of **your policy**.

location means the place where **you** carry out **your operations** as stated in the **certificate of insurance**.

money means current coin, bank notes and negotiable instruments of every description belonging to **you** or for which **you** are responsible.

official means any past, present or future director, trustee, office bearer, executive, committee member or manager of **yours** or other person elected by **you** to represent **your** organisation and act on behalf of **your** governing body in directing, managing or supervising **your operations**. **Official** does not include a liquidator, external auditor, receiver, receiver and manager, official manager, administrator, registrar, trustee or person administering a compromise or scheme of arrangement of the **operations** or any **employee** of such person.

opening hours means **your** office and working hours (including overtime) during which **you** or **your officials, employees** or **volunteers** are on the **location(s)** for the purposes of **your operations**.

operations means the **operations**, activities or services specified in the **certificate of insurance** and includes:

- the organisation by **you** of working bees and other community services for the benefit of children in your care;
- the provision by **you** of catering and first aid services for **your officials, employees, volunteers, residents** in your care and visitors;
- the provision by **you** or on **your** behalf of fire and security services maintained only for the protection of **your locations** and property belonging to **you** or for which **you** are responsible;
- exhibitions, festivals, educational, social and similar events organised by **you** or under **your** control or conducted with **your** consent;

- the ownership and or occupation of **location(s)** used solely in connection with your aged care **operations**;
- the repair or maintenance of commercial **location(s)** belonging to **you** or for which **you** are responsible;
- any incidental work undertaken for **your** benefit or the benefit of any organisation or entity specified in the definition of **you**, by **your employees, volunteers** or **officials**;
- any other activities or services **we** have specifically agreed in writing.

period of insurance means the time and date cover under this **policy** starts to the time and date cover under this **policy** expires as shown in the **certificate of insurance**.

personal effects means personal items worn or carried about the person including bicycles and **sporting equipment**, prostheses and wheelchairs but does not include:

- **money**;
- credit or debit cards;
- jewellery;
- **vehicles**.

policy means this contract of insurance entered into between **you** and **us**.

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

products means anything (after it has ceased to be in **your** physical custody or control) manufactured, constructed, sold, supplied, distributed, installed, erected, serviced, repaired, or treated by **you** in the course of **your operations** and includes:

- the packaging and containers of any **product**;
- the design, formula or specification of any **product**;
- directions, markings, instructions, warnings or advice given or omitted to be given in connection with any **product**.

replacement value means the replacement value of any item of property as new without

any deduction for depreciation, age, wear or condition.

safe means a burglar resistant container or strongroom purposely built to resist fire and intrusion and specifically designed for the storage of **money** and valuables.

sporting equipment means equipment owned by **you** which is used in connection with **your operations**.

storm surge means the short period rise or fall of the sea level produced by a cyclone.

terrorism act means 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 of that nation, or in pursuit of political, religious, ideological, ethnic or similar purposes or reasons to intimidate the public or a section of the public of any nation, by any person or groups of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto, and which:

- involves force or violence against one or more persons, or threat thereof; 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 disrupt an electronic system.

vehicle means any type of machine on wheels or on self laid tracks made or intended to be propelled other than by manual or animal power and any trailer intended to be drawn by such machine. Vehicle does not mean mowers, garden implements and mobility aids.

volunteer means any person who is engaged by **you** to work or to provide services to **you** or on **your** behalf for **your** benefit in the carrying out of **your operations** and who receives no remuneration or compensation in **money** or any other benefit for carrying out their duties for **you**.

watercraft means any vessel, craft or thing made or intended to float on or in or travel on or through water other than by means of human propulsion.

we, us, our means Ansvar Insurance Limited ABN 21 007 216 506 AFS Licence No 237826.

you, your, yours means:

- the persons, entities, or organisations named as the insured in the **certificate of insurance**;
- any **subsidiary** of **yours** over which **you** exercised active management control prior to the **period of insurance** at the time this control was exercised, but only in respect to sections 7, 8 & 9 of this **policy**;
- all **your subsidiaries** under **your** control and over which **you** exercise active management, existing at the commencement date of the **period of insurance** and disclosed by **you** at the time of entering into the **policy**;
- any new **subsidiary** acquired by **you** during the **period of insurance** through consolidation, merger or purchase of its assets or in respect of which **you** assume effective control during the **period of insurance** provided:
 - i. such company, organisation or entity is carrying on substantially the same **operations** as **yours**;
 - ii. such acquisition or assumption of control increasing your assets under management by more than 10% is reported to **us** within 90 days after it is effected; and
 - iii. **we** confirm continuation of cover for such new **subsidiary** by endorsement of this **policy**.

Definitions applying to sections 6, 7, 8 and 9 only

In addition to the General definitions, the following definitions apply to sections 6, 7, 8 and 9.

Where used in this **policy**:

asbestos means asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos.

claim means any writ, summons, application, or other originating legal or written demand or arbitral proceedings, cross claim or counter-claim alleging any liability from an **occurrence** or **wrongful act** issued against and served upon **you** or any **official**, who is entitled to indemnity under this **policy**.

committee means any committee established by **you**, including any auxiliary committee, foundation, trust (other than a superannuation trust), or fundraising committee, or disciplinary, examining or research body or committee, or sporting or social club committee.

compensation means monies paid or agreed to be paid (including damages) by judgment, award or settlement (including all charges, expenses and legal costs recoverable from **you**) for any **claims** covered by sections 6, 7, 8 or 9.

discrimination means any actual or alleged breach of State or Federal discrimination law.

defence costs means all reasonable costs and expenses (other than regular or overtime wages, salaries or fees of any **official** or **employee**) incurred by **you** with **our** prior written consent (such consent not to be unreasonably withheld), including costs incurred by **you** for legal representation in defending, investigating, attending or monitoring any claim or proceedings, official investigations, examinations, inquiries and the like, or from any subsequent appeals, together with all reasonable costs of bringing such appeals.

documents means deeds, wills, agreements, maps, plans, records, written or printed books, letters, certificates, written or printed documents or forms of any nature, but excluding any bearer bonds, coupons, bank or currency notes or other negotiable instruments.

health professional means an individual who:

- practises a health care related vocation; and
- is required to have professional indemnity insurance under the Medical Indemnity (Prudential Supervision and Products Standards) Act 2003, or regulations made under the Act for the purposes of any provision in Part 3 of that Act; and
- is registered under the laws of Australia to practise that profession.

known circumstance means any fact, situation or circumstance which **you** or **your officials** knew about prior to the commencement of the **period of insurance** and which a reasonable person in the circumstances would have considered might result in a claim covered under this **policy**.

malicious falsehood means an intentionally false statement made to cause **damage** to another person's business reputation.

medical practitioner means an individual who:

- is defined and required to have professional indemnity insurance under the Medical Indemnity (Prudential Supervision and Products Standards) Act 2003, or regulations made under the Act for the purposes of any provision in Part 3 of that Act; and
- is registered under the laws of Australia to practise that profession.

personal injury means:

- bodily injury, illness, disease, disability, shock, fright, mental anguish (which occurs as a direct result of an accident), mental illness arising as a direct result of a brain injury, psychological injury or death;
- assault or battery including use of reasonable force by **you** or at **your** direction for the sole purpose of preventing or eliminating danger to persons or property;
- libel or slander not committed by **you** or at **your** direction and where the first publication or utterance happened after the commencement of this **policy**, other than **advertising injury**;
- wrongful entry upon, wrongful eviction from or other invasion of right to private occupancy of property;
- invasion of privacy;
- false arrest, wrongful detention, false imprisonment, malicious prosecution or humiliation.

property damage means:

- physical loss of or **damage** to tangible property including loss of use resulting there from;
- loss of use of tangible property which has not been destroyed where such loss of use is caused by an event not excluded by the **policy**, happening during the **period of insurance**.

retroactive date means the retroactive date set out in the **certificate of insurance**.

senior counsel means a barrister in active practice who is entitled to use the post-

nominal's Q.C. or S.C. in any one or more superior courts in Australia or New Zealand.

sexual abuse means any assault or abuse of a sexual nature, sexual molestation, indecent exposure, sexual harassment or intimidation, whether such act is the subject of criminal investigation or not.

subsidiary means any organisation or other incorporated entity which at the inception of the **period of insurance** by virtue of Australian law was or is, either directly or indirectly a **subsidiary** of the insured shown in the **certificate of insurance**;

Provided always that the accounts of any **subsidiary** are consolidated into **your** accounting records in accordance with the relevant accounting standard.

General exclusions applicable to all sections of the policy

The following exclusions (General exclusions) apply to all sections of this **policy**. Further exclusions appear in some sections and should be read in conjunction with these General exclusions.

This **policy** does not cover any death, injury, illness, loss, **damage**, cost, expense or liability directly or indirectly caused by or contributed to by or resulting from or arising out of or in connection with:

1. War, confiscation

- a. war, civil war, invasion, act of foreign enemy, hostilities (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power;
- b. confiscation, lawful seizure, nationalisation, requisition of, or **damage** to, property by or under the order of any government or public or local authority (other than **damage** caused in the process of preventing or diminishing imminent **damage** covered by this **policy** to any **insured property**).

2. Nuclear

- a. ionising radiations or contamination by radioactivity from any nuclear waste or from the **combustion** of nuclear fuel.

For the purposes of this exclusion only, **combustion** shall include any self-sustaining process of nuclear fission;

- b. nuclear weapons materials.

3. Terrorism

we will not cover any loss or liability arising directly or indirectly from or based upon or attributable to or in consequence of any **terrorism act**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to a **terrorism act**.

4. Fraud and dishonesty

any dishonest, fraudulent, reckless, criminal or malicious act or omission by **you** or by any **official**, **employee** or **volunteer** of **yours** with **your** consent and any deliberate breach of any statute or regulation by **you** or by any office bearer, **official**, **employee** or **volunteer** of **yours** with **your** consent.

This exclusion does not apply to the cover provided to **you** by;

1. Part C of section 3 – Theft by **officials**, if the relevant **theft** (as defined by Part C of section 3) did not occur with **your** consent or through deliberate neglect on **your** part and;
2. Section 7 – Professional Indemnity – Automatic Extension 5 - Dishonesty of **official**, **employee** or **volunteer**.

For the purposes of this exclusion **you**, **your**, **yours** means **you**, **your**, **yours**, each as defined.

5. Quarantinable diseases

all quarantinable diseases, including any highly pathogenic avian or animal influenza in humans or diseases declared to be quarantinable diseases under the *Quarantine Act (1908)* and any subsequent amendments.

6. Computer

- a. **Computer Crime** (as described in General Definitions)
- b. **Computer Virus** (as described in General Definitions)

Unless specifically shown in the **certificate of insurance**, this **policy** also does not cover:

7. any **damage** to the following excluded property:
 - a. locomotive or rolling stock, including their accessories and/or spare parts;
 - b. **aircraft**, **watercraft** or **vehicles** including their accessories and/or spare parts;
 - c. livestock, animals, birds or fish;

- d. land, **landscaping** (other than as provided under section 1 of this **policy**), growing crops, pastures or standing timber;
- e. bridges, canals, roadways, tunnels, railway tracks, dams, reservoirs (other than tanks) and their contents;
- f. docks, wharves and piers, pontoons or boat ramps;
- g. mining property and equipment located beneath the surface of the ground;
- h. any property undergoing demolition;
- i. any property outside the **geographic limits**;
- j. residential buildings and contents for **your** own personal use and not utilised in the **operations**.

8. Electronic data

loss of or damage to **electronic data** or the cost of restoring records as a result of loss of or damage to **electronic data** except as provided by sections 1 and 5;

9. Consequential loss

any consequential loss or damage except as provided by sections 1, 2, and 5;

10. Legal liability

Personal liability of any individual and **your** legal liability to any third party except as provided by section 6, 7, 8 & 9.

Exclusions applicable to sections 1, and 13 only

In addition to the General exclusions, the following exclusions apply to sections 1, and 13.

Sections 1 and 13 do not cover any loss, damage, cost, expense or liability directly or indirectly caused by or contributed to by or resulting from or arising out of or in connection with:

1. movement of structures, collapse, impact damage to services, tree roots

- a. erosion, subsidence, landslide or mudslide other than as a direct result of storm, explosion, earthquake or seismological disturbance or escaping liquid which occurs within 72 hours after the event;

- b. vibration, heaving or creeping;
- c. removal or weakening of support or foundations or footings for the purpose of alterations, additions, renovations or repair;
- d. normal settling, seepage, shrinkage, expansion and gradually developing flaws in buildings, foundations, footings, walls, pavements, roads and other structural improvements;
- e. collapse unless caused suddenly by an event otherwise covered;
- f. impact by the weight of any **vehicle** to paths, driveways or underground services;
- g. tree roots;

2. incorrect building construction

where construction of buildings does not comply with government or local authority standards, including incorrect sitting of buildings or failure to obtain necessary permits, and;

- a. demolition is ordered by government or local authority, or;
- b. compliance to the required building standard is required by government or local authority;

3. the sea

action of the sea or high water other than as a result of a tsunami or **storm surge**;

4. faulty work, faulty design

- a. faulty materials or faulty workmanship;
- b. faulty design or failure of design;
- c. structural defect;
- d. rainwater entering **your buildings** as a result of faulty materials, faulty workmanship, faulty design, failure of design or structural defect;

The exclusions set out in 4.a, 4.b and 4.c above do not apply to subsequent or consequential damage if **you** were not aware of such fault or failure at the time the subsequent or consequential damage occurred.

5. tenants and other occupants

intentional or malicious damage or theft by **your** tenants, children in **your** care or other occupants of **your buildings** (as defined by

section 1) other than **damage** caused by fire or explosion;

6. machinery, electronic equipment, boilers and pressure vessels

- a. electrical or electronic breakdown, mechanical or hydraulic breakdown, or fusion of machines, except as provided by Further extensions 3 and 4 of section 1 – Fusion of electric motors;
- b. explosion or implosion of boilers, compressors, air receivers and other pressure vessels requiring certification provided always that **we** will provide cover for damage to other **insured property** covered by sections 1 where such damage results from such explosion or implosion;

7. natural conditions and gradually operating causes

- a. inherent vice or latent defect;
- b. disease;
- c. scratching, denting, chipping, marring or fading;
- d. change in flavour, colour, texture or finish;
- e. evaporation or loss of weight;
- f. moths, termites, insects, rodents or vermin;
- g. birds or wildlife;
- h. corrosion, rust or oxidation;
- i. mould, mildew, algae, steam or condensation, dampness of atmosphere, variation in temperature or variation in controlled atmosphere;
- j. property undergoing cleaning, repair, restoration, application of heat, spontaneous combustion or spontaneous fermentation
- k. any failure in normal upkeep or to make good;
- l. wear and tear and other gradually operating causes, except as provided by Further Extensions 3 and 4 of section 1 – Fusion of electric motors;

Provided that Exclusion 7 shall not apply to subsequent damage to the **insured**

property, otherwise covered under this **policy**.

- 8. **pollutants**, pollution, industrial fallout, or disease or contamination, other than where the contamination is caused by sudden and unexpected damage by fire, lightning, explosion, impact by **aircraft** or other aerial devices or articles dropped from them, riot, civil commotions, persons taking part in an industrial dispute, persons acting maliciously, earthquake, storm, the bursting, overflowing and discharging of water tanks, apparatus or pipes, sprinkler leakage or impact by any road **vehicle** or animal;
- 9. cessation of work or **your operations** whether total or partial as a result of strikes, labour disturbances or locked out workers;
- 10. kidnapping, threat, hoax or extortion or the attempt thereat;

provided that this exclusion shall not apply to damage to the **insured property**, otherwise covered under this **policy** (and not otherwise excluded), resulting from any event or peril referred to in this Exclusion 10.

- 11. hydrostatic pressure to swimming pools or similar structures;
- 12. unexplained disappearance of **insured property** or unexplained inventory shortage whether resulting from clerical or accounting errors or shortages in supply or delivery of materials to **you** or otherwise.

Further exclusions apply to sections 1, and 13 as shown in each of those sections.

Exclusions applicable to sections 6, 7, 8 and 9 only

Sections 6, 7, 8 and 9 do not cover;

1. Asbestos

any liability for losses directly or indirectly arising out of or in connection with **asbestos** in whatever form or quantity but this exclusion shall not apply to any claim for **personal injury** which is unrelated to the inherently hazardous nature of **asbestos**;

2. Controlling Interest

any claim on **you** by or on behalf of:

- a. an organisation or entity which is a **subsidiary** of the **operations** or in which **you** have a controlling interest or any company or firm in which **you**, an **official, employee or volunteer** exercise or have exercised a controlling interest or.
- b. **your** parent company (if any), any **subsidiary** company, or any other company in which **your** parent company has or holds at least a 20% financial interest:

unless such **claim** emanates from an independent third party.

3. Extreme or hazardous pursuits

- any liability arising out of or in connection with the organisation of and/or participation by **you** or any person with **your** consent in any:
 - a. aerial activities or extreme sports such as but not limited to gladiator games, paintball/skirmish games, rock climbing, vertical and horizontal bungee jumping, hot-air ballooning, air piloting, parascending, hang gliding, parachuting or base jumping;
 - b. hunting or rifle/firearms shooting;
 - c. canyoning, white water canoeing, kayaking, rafting or jet skiing;
 - d. winter sports other than skiing;
 - e. underground or underwater activities;
 - f. professional sports;
 - g. jumping or rodeo equestrian activities;
 - h. motor racing, motor rallies, off-road four wheel driving or dune buggies driving or use of trail bikes or quad bikes;
 - i. any other hazardous activities to which **we** have not agreed in writing;

4. Fines and penalties

for fines, penalties, punitive, exemplary, aggravated or multiplication of compensatory damages, taxes, levies, imposts or duties imposed by a court of law or under any statute, regulation or other legislation.

5. Information Technology

any liability for losses directly or indirectly arising out of or in connection with:

- a. **your** use or design of computer systems or programs but this exclusion shall not apply to liability arising out of:
 - i. **your** normal everyday use of the internet for email, intranet and associated activity;
 - ii. any material on **your** website in support of **your products** or services;
- b. damage to computer data, programs or storage media involving:
 - i. the use of any computer hardware or software;
 - ii. the provisions of computer or telecommunications services by **you** or on **your** behalf;
 - iii. the use of computer hardware or software of any third party, whether authorised or unauthorised, including any damage caused by any **computer virus**;

6. Intentional Acts, Improper Benefit

- Any intentional or wilful act or omission, or any fraudulent or dishonest act by **you, your officials, employees and volunteers** except as where specifically provided for; or
- Any **official** having improperly benefited from securities transactions as a result of information that was not available to other sellers and/or purchasers of such securities; or
- Any **official** having gained any personal advantage to which he/she was not legally entitled;

provided this exclusion shall only apply to the extent that the **officials** relevant conduct has been established by a judgement or other final adjudication.

7. Liability outside scope of operations

any civil liability assumed by **you** outside the normal course of the **operations** or any **operations** not conducted for the benefit of **you**.

any breach of duty by **you**, an **official, employee or volunteer** where the act error or omission out of which such breach of duty arose occurred or was committed as an **official, employee or volunteer** of any other corporation or incorporated body.

Further exclusions apply to Sections 6, 7, 8 and 9 as specified within each section.

General conditions applicable to all sections of the policy

The following conditions (General conditions) apply to all sections of this **policy**. Specific conditions appear in some sections and should be read in conjunction with these General conditions.

Additional parties

Where this policy insures more than one party, it shall apply to each party in the same manner as if a separate policy had been issued to each of them, provided that, in so doing, **our limit of liability** or the sum insured shown in the **certificate of insurance** in respect of any one event or claim (and any aggregate **limit of liability** that may be applicable) for the **period of insurance** shall not be increased.

Any:

- failure by one party to comply with the duty of disclosure under the *Insurance Contracts Act 1984*; or
- failure by one party to comply with any obligation under this **policy**; or
- misrepresentation by one party to **us** before this **policy** commencing; or
- dishonest, fraudulent, criminal or malicious conduct by one party,

shall not prejudice the right of the remaining party or parties to indemnity under this **policy** provided that such remaining party or parties did not have prior knowledge of any such failure, non-compliance, misrepresentation and/or conduct and shall, as soon as practicable after becoming aware of any such failure, non-compliance, misrepresentation and/or conduct advise **us** in writing of all relevant circumstances.

We agree to waive all rights of subrogation or action which **we** may be entitled to against any party to whom cover under this **policy** extends.

Adjustment of premium

Where cover under any section of this **policy** is arranged on an adjustable basis, **you** must keep accurate records and make declarations

to **us** so that the necessary adjustment of premium may be applied, subject to **us** retaining **our** minimum premium.

Advancement of defence costs

We agree that in relation to any **claim** for which indemnity may be available under a section providing liability insurance in this **policy**,

- where indemnity has been confirmed in writing by **us**, and subject to any independent review or assessment **we** may require, **we** will meet the **defence costs** as they are incurred;
- where indemnity has been confirmed **we** retain the sole and absolute right to take over and conduct the defence and settlement of the **claim**;
- where **we** have not confirmed indemnity and **we** elect not to take over and conduct the defence or settlement of any claim, **we** may at **our** discretion pay **defence costs** to which **we** have consented as they are incurred;

Provided always that advancement of **defence costs** is at **our** sole and absolute discretion, and

- in the event that the claim is withdrawn or that indemnity under this **policy** is subsequently withdrawn or denied, **we** shall cease to advance **defence costs**; and
- **We** reserve the right to recover any **defence costs** paid under this extension from **you** or **the insured person** severally according to the respective interests, in the event and to the extent that it is subsequently established by judgment or other final adjudication, that there was no entitlement to indemnity under this **policy**.

Allocation of costs

In the event of a **liability claim** for which the **limit of liability** under this **policy** is insufficient and which is only partly covered by this **policy**, **we** will use **our** best efforts to ensure a fair and proper allocation of the **claim** and **defence costs** between insured and uninsured portions.

Authorisation clause

By acceptance of this **policy of insurance** on behalf of **you** and **your officials** and other persons or entities insured by this **policy**, **you** agree to act on their behalf with respect to the giving and receiving of any notice of

cancellation, the payment of premiums, the receiving of any return premiums that may become due and the acceptance of *endorsements* or other notices provided for; and **you** warrant that these individuals and entities have authorised **you** to act on their behalf.

Automatic reinstatement of *limit of liability* or sum insured

After **we** have admitted liability for loss, damage or liability which has resulted in a claim under one or more sections of this **policy**, the *limit of liability* or sum insured will be reinstated automatically to the amount shown in the **certificate of insurance** for the relevant section provided that:

1. this General condition does not apply to the cover provided under:
 - section 6, for legal liability arising out of **your products**;
 - section 7, 8, 9 and any other section of this **policy** where the *limit of liability* or sum insured is limited in the aggregate for all claims in any one **period of insurance**; and
2. **you** are required to maintain and safeguard the **location(s)** and their **contents** (as defined by section 1) at all times.

In consideration of this reinstatement, **you** must pay any additional premium **we** may require, calculated on the amount of the cover reinstated for the period from the date of reinstatement to the date of expiry of this **policy**.

Cancellation

You may cancel this **policy** at any time by notifying **us** in writing. **You** may be required to pay a cancellation fee if **you** cancel this **policy** mid-term, unless cancellation occurs within the 21 days of its commencement.

We can cancel this **policy** in accordance with the *Insurance Contracts Act 1984*. **We** will be entitled to retain premium for the period during which this **policy** has been in force.

We may also retain reasonable administrative costs related to the acquisition and termination of the **policy** and any government taxes or duties **we** cannot recover.

In the event that **you** have made a claim under this **policy** and **we** have paid or agreed to pay the full *limit of liability* under a section of the

policy, no return of premium will be payable for any unused portion of the premium for that section.

Changes

You must tell us as soon as possible of any significant or material changes in the risk insured under this **policy**, including any changes to **your** operations which increase the risk of loss, damage or injury.

We will advise **you** in writing if **we** agree to accept the change and **you** must pay any additional premium **we** may require.

Claims preparation costs

We will pay for costs necessarily and reasonably incurred for the preparation of a claim for which **we** agree to indemnify **you** under this **policy**. The most **we** will pay is \$25,000 in total any one claim, unless a higher amount is included in the particular section of the **policy**.

Before **you** incur these claim preparation costs **you** must obtain **our** written approval.

Continuous cover

For claims-made covers provided under this **policy**, in the absence of fraudulent non-disclosure or misrepresentation, **we** will cover **you** under this **policy** for any **claim** not otherwise excluded by the **policy** arising from a **known circumstance** where:

- **we** were **your** professional indemnity or liability of **officials** or employment practices liability insurer (as the case may be) when **you** first knew of such **known circumstance**; and
- **we** continued without interruption to be **your** professional indemnity or liability of **officials** or employment practices liability insurer (as the case may be) since **you** first knew of such **known circumstance** up until the respective **policy** section came into effect; and
- had **we** been notified of the **known circumstance** when **you** first knew or ought to have known of it, **you** would have been covered under the section in force at that time, but are not now covered by the section; and **you** would have been covered by this section but for the **known circumstance** exclusion; and the **claim** or

known circumstance had not previously been notified to **us** or to any other insurer.

Our **limit of liability** in respect of the **claim** will be the applicable **limit of liability** existing under the relevant section at the time of the **known circumstance**, which shall be reduced to the extent of any prejudice **we** may suffer in connection with **your** failure to notify **us** at an earlier date of the circumstances which have led or may lead to the **claim**.

Credit provider's rights

If a credit provider has an interest in any of **your insured property**, **we** may make a payment direct to the credit provider instead of to **you** in settlement of any claim.

Excess

The **excess** payable by **you** in respect of each and every claim under each section of this **policy** is shown in the **certificate of insurance** and will be deducted from **your** loss before applying any **Limit of liability** or sum insured under this **policy**.

Other than in respect of claims arising as a result of **damage** by earthquake, if **you** suffer loss or damage which leads to a claim under more than one section of this **policy**, the highest applicable **excess** is payable.

For liability cover provided for in sections 6, 7, 8 & 9, the **excess** applies to any amount expended by **us** for **defence costs**.

Extended reporting period

If **we** do not offer renewal of this **policy** upon its expiry date stated in the **certificate of insurance**, **you** shall have the right, upon payment of an amount equal to 25% of the total premium stated in the **certificate of insurance** in respect of sections 7, 8 and 9 of this **policy** to extend the claims notification period applicable to claims made under these sections by 90 days beyond the expiry of the **period of insurance**;

Provided that:

- the election is made in writing and is received by **us** within 30 days of the expiry date of the **policy**;
- the offer of renewal terms different from those in effect prior to renewal shall not constitute refusal to renew;

- the indemnity provided under this extension applies only in respect of breaches of professional duty or **wrongful acts** committed or alleged to have been committed prior to the last day of the **period of insurance** and does not apply to any breaches of professional duty and **wrongful act** committed or alleged to have been committed during the extended reporting period;
- if **you** decline to accept the renewal terms **we** offered at the expiry date, **we** may, if requested by **you** but only at **our** sole option, grant in writing an extended reporting period.

Goods and Services Tax

The declared values for this insurance shall exclude the amount of the Goods and Services Tax (GST), but GST will be added to the premium charged for this **policy**.

You must inform **us** of the extent to which **you** are entitled to an Input Tax Credit (ITC) for the premium each time that a claim is made under this **policy**. No payment will be made to **you** for any GST liability that **you** may acquire on the settlement of a claim if **you** have not informed **us** of **your** entitlement or correct entitlement to an ITC.

Notwithstanding anything contained in this **policy**, **our** liability in respect of a claim under this **policy** will be calculated taking into account:

- a. any Input Tax Credit (ITC) to which **you** are entitled for any acquisition relevant to a claim, or to which **you** would have been entitled if **you** were to have made the relevant acquisition;
- b. for claims under section 2, the GST exclusive amount of any supply made by **you** which is relevant to **your** claim.

If the **limit of liability** or **Total Declared Values** is not sufficient to cover **your** loss, **we** will only pay GST (less any relevant ITC) that relates to **our** proportion of **your** loss. **We** will pay the GST amount in addition to the **limit of liability**, sub limit of liability or any sum insured.

For the purposes of this General condition, 'GST', 'ITC', 'acquisition' and 'supply' have the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999*.

Headings

In this **policy**, unless the context otherwise requires, headings are merely descriptive and not to aid interpretation.

Jurisdiction

This **policy** shall be governed by and construed in accordance with the laws of Australia. Any dispute shall be resolved in accordance with the laws of Australia.

Limit of liability

The cover **we** provide under each section of this **policy** in respect of a claim shall not exceed the **limit of liability** or sum insured applicable to the section or any relevant sub limit of liability shown in the section or shown in the **certificate of insurance**.

Our total liability during any one **period of insurance** for all claims arising out of the cover provided under:

- a. section 6 for legal liability arising out of **your products**;
- b. section 7, 8, 9 and any other section or Part of this **policy** where the **limit of liability**, sum insured or sub limit of liability is limited in total in the **period of insurance**;

shall not exceed the applicable aggregate **limit of liability**, sum insured or sub limit of liability shown in the relevant section or Part of the **policy** or in the **certificate of insurance**.

Monthly instalments

You may pay **your** premium by monthly instalments direct from a financial institution or from **your** credit card. **You** should note that this may incur an additional cost. However, if any monthly instalment is dishonoured by **your** financial institution this **policy** may not operate.

We may refuse to pay a claim in whole or in part if, at the date of a loss or claim, any monthly instalment has remained unpaid for at least 14 days, unless **we** have agreed otherwise in writing.

If **you** have a total loss or **we** settle **your** claim by paying the full **limit of liability** or sum insured under any section of this **policy**, **we** will deduct outstanding instalments for that section from the amount **we** pay **you**.

Should the financial institution holding **your** account return or dishonour a direct debit payment due to lack of funds in **your** account,

we will charge **you** for any direct or indirect costs which **we** incur arising from the payment being returned or dishonoured.

Non accumulation

Where a party insured under this **policy** is also entitled to indemnity under another insurance policy issued by **us**, the respective limits of liability of the policies shall not be increased by virtue of the existence of such other insurances and, in the event of a claim arising, **our** maximum **limit of liability** shall be equivalent to the highest **limit of liability** under the respective policies.

Precautions by insured

You are required to:

- take reasonable precautions to prevent loss or **damage** to **insured property**;
- ensure **your location(s)** are not being used or occupied for extended periods of time are maintained in a reasonable condition of upkeep;
- take all reasonable precautions to prevent loss, damage or injury to third parties;
- comply with all statutory obligations, regulations and safety requirements imposed by any authority;
- take reasonable action at **your** own expense to trace, recall or modify any of **your products** containing any defect or deficiency of which **you** have knowledge or have reason to suspect, including any such **products** subject to government or statutory ban;
- do all things reasonably practicable to minimise any interruption of or interference with the carrying out of **your operations** to avoid or diminish any loss.

Service of legal process

You may effect service of any legal process on **us** in connection with this **policy** by delivering that process by hand or by post to the address for service stated in the **certificate of insurance** and such service shall be deemed to be personal service upon **us**.

Spouse, estate and legal representatives

This **policy** will provide cover for the lawful spouse, estate, heirs, legal representatives or

legal assigns of any natural person insured under this **policy** in the event of their death or legal incapacity, to the extent to which such person would have been entitled to indemnity under this **policy** had such death or legal incapacity not occurred and provided always that such spouse, successors, representatives or assignees shall observe and be subject to all the terms of this **policy** so far as they can apply.

Third party interests

You cannot transfer interests in this **policy** without **our** written consent.

All persons entitled to any benefit under this **policy** are bound by the terms of this **policy**.

We insure those interests **you** notify to **us** when **we** issue cover or which are notified to **us** during the currency of this **policy** and which **we** agree to insure.

Unoccupied and/or unused location(s)

Cover under sections 1 to 5 inclusive will cease if the **location(s)** becomes unoccupied or unused for a period of more than 60 consecutive days. **You** must advise **us** if the **location(s)** becomes unoccupied or unused for such a period and, if **we** will continue to insure **you**, **we** will confirm to **you** in writing the terms, conditions and coverage available.

Waiver of rights

If **you** have agreed not to seek **compensation** from another person who is liable to compensate **you** for any loss, damage or liability which would have been covered by this **policy**, **we** will not cover **you** under this **policy** for that loss, damage or liability.

You will not be penalised;

1. by releasing any government of statutory authority from any liability if required by any contract to do so;
2. by agreeing to enter into a contract for storage of goods or merchandise if the terms of the contract include a disclaimer clause;
3. by agreeing to or entering into a lease for occupancy of any building or part of a building or hiring of property where the terms of the lease or hiring include a disclaimer clause in favour of the lessor or the owner.

Claims conditions applicable to all sections of the policy

The following conditions (Claim conditions) apply to all sections of this **policy**. Further conditions appear in some sections of this **policy** and should be read in conjunction with these Claim conditions.

Your responsibility when making a claim

Following any loss, damage or event which may or is likely to give rise to a claim under this **policy**, it is **your** responsibility to:

- a. advise **us** by telephone, email, internet or in person as soon as reasonably possible but no later than 30 days after this occurs and promptly provide any information **we** request;
- b. report any incident of theft, attempted theft, malicious acts, or accidental loss to the police.

A claim form will be sent to **you** to provide the information **we** require. **You** must complete and return this form promptly. Alternatively, **we** may appoint a loss adjuster or investigator to make enquiries on **our** behalf and **you** must co-operate fully with any such appointee.

Letters of demand, other proceedings

You must forward to **us** every letter of demand, writ, summons, or legal process of any description immediately upon receipt or service thereof and must immediately inform **us** in writing of any prosecution, inquest or fatal accident inquiry of which **you** are given notice.

You are required at **your** expense:

- a. to take all reasonable steps to prevent or minimise any **personal injury, property damage**, loss arising from carrying out **your** professional duty or duty as an **official** or other loss and to prevent further claims arising out of the same or similar conditions;
- b. to use **your** best endeavours to preserve any **products**, appliances, plants, files, notes, memoranda, or other documents or things which might prove necessary or

useful by way of evidence in any way connected with any claim; and

- c. so far as may be reasonably practicable, with due regard to safety, to permit no alteration or repair to any building, fencing, machinery, furnishings, fittings, appliances or plant without **our** consent.

For **liability claims**, in the event of a dispute between **us** and **you**, or between **us** and any **official** about whether legal proceedings should be contested, a **senior counsel** (mutually agreed upon by **us** and **you** or the **official** or, in default of such agreement, selected by the chairman or president of the local Bar Council) will be retained to advise on whether such proceedings should be contested. In formulating his or her advice, **senior counsel** shall take into consideration the economics of the matter, having regard to the damages and costs which are likely to be recovered by the plaintiff, the likely **defence costs** and the prospects of **you** or the **official** successfully defending the action.

The costs of such **senior counsel's** opinion shall, for the purpose of this section, be regarded as part of the **defence costs**. In the event that counsel advises that, having regard to all the circumstances, the matter should not be contested but settled within certain limits which, in **senior counsel's** opinion, are reasonable, then **you** or the **official** shall not object to any such settlement and shall co-operate with **us** to effect such settlement in accordance with this **policy**.

Settlement of claims

We may take legal action in **your** name against any person, other than any person entitled to cover under this **policy**, to recover any payment which **we** have made to **you** or on **your** behalf under this **policy** whether or not **we** have fully indemnified **you** for the loss or **damage** which gave rise to the claim. **We** will be entitled to conduct and settle any claim brought in **your** name. **You** must give us all information and assistance that **we** may require in conducting or settling any such claim.

We shall be entitled to attend any inquest or fatal accident inquiry in respect of which there may arise any **claim** under this policy.

If **you** refuse to consent to any settlement recommended by **us** and elect to contest or

continue any legal proceedings in connection therewith, **our** liability for the **claim** shall not exceed the amount for which the claim could have been settled, less the applicable **excess**, plus costs and expenses incurred with **our** prior consent up to the date of such refusal.

If **we** pay a **claim** under this policy, **we** may take possession of **damaged** property and deal with it in a reasonable manner. If **we** do not take possession of **damaged** property **you** may not abandon it to **us**.

If at the time any claim arises under this **policy**, there is other insurance in force covering the same liability, **you** must promptly notify **us** of the full details of such other insurance, including the identity of the insurer and the **policy** number, and such further information as **we** may reasonably require.

Fraudulent claims

As a protection for all insurance policyholders, **we** will take legal action against any person who makes a fraudulent claim.

Section 1 Property Insurance

Specific Definitions

In addition to the words or phrases shown as General definitions, whenever the following words appear in bold italics in this section, they have the meaning shown below. If there is a General definition for the same word or phrase, the following specific definition will prevail in this section.

buildings means all buildings at the **location(s)** owned by **you** or for which **you** are responsible including outbuildings, permanent structures and structural additions forming part of the building complex, overground and underground services, walls, gates, fences, flag poles, floodlights, retaining walls, paved pathways and driveways and permanent fixtures including but not limited to:

- fixed heating, air-conditioning installations, light fittings and public address systems;
- outdoor playground equipment,
- textile awnings, shades, shade sails, blinds, signs;
- landlords' fixtures and fittings of every kind and description, including fixed carpets and fixed floor coverings;
- built-in cupboards, and other furniture;
- windows of plain or coloured, **glass**.

contents means fixtures, furnishings, equipment, tenants' improvements and all other property of a portable nature at the **location(s)** which are owned by **you** or for which **you** are responsible and which are used in **your operations** .

debris means the remains of **damaged insured property** at or in the vicinity of the **location(s)**.

insured property means all **buildings, contents** which are owned or for which you are responsible for, at the **location(s)** shown in the **certificate of insurance**.

limit of liability means the amount shown in the **certificate of insurance** which is the maximum amount **we** will pay for any one claim under this section and includes the **total declared values**, Extra Costs of Reinstatement and Extensions 5 Fees and 6 Removal of Debris. All other Extensions and Further Extensions are in addition to the **limit of liability**.

total declared values means the value of **your insured property you** declare in **your** application for insurance.

What is covered

We will cover **you** for accidental **damage** to **your insured property** at the **location(s)** during the **period of insurance** which is not otherwise excluded. **We** will pay for such **damage** up to the **limit of liability** and according to the **basis of settlement** in this section.

What damage is not covered:

This section does not cover **damage** caused by:

1. anything listed under 'General exclusions applicable to all sections of the policy' and 'Exclusions applicable to sections 1, and 13;
2. wind, water, hail, snow, sleet, to:

- a. gates, fences, **landscaping**, retaining walls, signs, textile awnings, shade sails, shades or blinds except as provided under Extension 4 – Damage to external fixtures and fittings including landscaping;
 - b. external paintwork or other exterior coatings of the **buildings**;
 - c. property in the open air unless it comprises or forms part of a permanent structure designed to function without the protection of walls or roofs or as provided under Further Extension 6 – Property in the open air;
 - d. **buildings** undergoing construction or reconstruction or their contents unless the **buildings** are enclosed and under a roof with all doors and windows permanently in place;
3. **your** failure to repair or prevent bursting, leaking, discharging or overflowing of fixed apparatus, fixed tanks or pipes used to hold or carry liquid within a reasonable amount of time of discovering such occurrence;
 4. burglary or theft.

What property is not covered:

(unless shown in the **certificate of insurance** as **insured property** covered under section 1)

This section does not cover **damage** to:

1. anything which is excluded from cover under 'General exclusions applicable to all sections of the **policy**' and 'Exclusions applicable to sections 1, and 13.
2. property which can be insured under another section of this **policy** whether those sections are taken by **you** or not;
3. additions or alterations to **buildings** where the value of all works will exceed 15% of the declared value for each specific **buildings** at the **location(s)** as stated in the **certificate of insurance** or \$500,000 whichever is the lesser;
4. **money** unless caused by fire, explosion, earthquake or water;
5. jewellery, furs, bullion, precious metals or precious stones valued at over \$2,500 in all;
6. curios, antiques, pictures, works of art, gold or silver articles, other than as provided in Further Extension 10.- Works of art, pictures, curios and antiques;
7. **glass**, sign-writing, ornamentation, reflective materials or burglar alarm tapes and connections to the **glass** but **we** will cover **you** for **damage** to such property caused by fire, explosion, earthquake or water;

How much we will pay

We will not pay more for any claim under this section than the **limit of liability**. In respect of cover for any claim provided by an extension in this section, **we** will not pay more than the amount stated in that extension unless another amount is shown in the **certificate of insurance**.

Excess

We will deduct the **excess** shown in the **certificate of insurance** for any loss under this section from the amount payable by **us** in respect of **your** claim.

Unless **you** and **we** agree otherwise, for claims under this section resulting from earthquake, subterranean fire or volcanic eruption, the **excess you** must pay is the lesser of \$20,000 or 1% of the **total declared values** shown in the **certificate of insurance** for the **insured property** at the

location(s) where the **damage** occurred. All **damage** to the **insured property** occurring within a period of 72 hours of the earthquake, subterranean fire or volcanic eruption is regarded as resulting from one event.

All claims arising out of any one event are deemed to be one claim.

Basis of settlement – what we will pay

Following accidental damage to property covered by this section, we will pay for:

Rebuilding, replacement or repair

- the cost to rebuild, replace or repair any **damaged insured property** to the same condition as when it was new.
- **You** can rebuild a **building** or replace the **damaged insured property** on another site and in a manner suitable to **you**.
- **You** must commence to rebuild, replace or repair within a reasonable time of the loss or **damage** after **we** give consent. If **you** do not, **we** will pay no more than the cost that would have been incurred if the work of rebuilding, replacement or reinstatement had been commenced and carried out with reasonable dispatch.

We will not pay:

- more than the **indemnity value** of any **insured property** which is insured for **indemnity value**;
- for any additional costs in rebuilding at another site;
- if **you** unreasonably delay in commencing and completing rebuilding, replacing or repairing the **damaged insured property**, more than the cost that would have been incurred if **you** had not caused such delay;
- in respect of items of **insured property** that have fallen into disuse by **you** or are no longer manufactured, more than the **indemnity value**;
- in respect of **insured property** which is awaiting demolition, more than the salvage value of the building materials and/or the landlords' fixtures and fittings, after the deduction of any saved demolition costs;
- in respect of items of **insured property** that form part of a pair or set, more than the value of the part of the pair or set which is **damaged**, even if it cannot be replaced with a matching item. The value of each item will be regarded as spread proportionately over the whole of the value of the pair or set.

Extra costs of reinstatement

- extra costs of reinstatement to comply with the requirements of any Act of Parliament or regulation or by-law of any municipal or other statutory authority (including any required demolition or dismantling of the **insured property** and costs attaching to the undamaged **insured property** where more than 50% of the **insured property** has been **damaged**).

- any extra costs of reinstatement:
 - for any **insured property** that is not insured for **replacement value**;
 - for any **insured property** that does not constitute a **building**;
 - if **you** were required to and did not comply with any Act of Parliament or regulation or by-law of any municipal or other statutory authority (including demolition or dismantling of the **insured property**) prior to the **damage** to **insured property** occurring;
- any costs attaching to undamaged **insured property** where the **damage** is less than 50% of the value of the whole **insured property**;
- more than 15% of the declared value of each specific **buildings** at the **location(s)** where **damage** occurs or the amount shown in **your certificate of insurance**.

Buildings of architectural or historic interest

- the cost to rebuild, replace or repair any **damaged buildings** containing architectural features and/or structural materials possessing an ornamental, historical or other distinctive character in accordance with the original design and materials if the **building** is heritage listed.

- more than the cost necessary to rebuild, replace or repair any such heritage listed **building** to a reasonably equivalent appearance and capacity using original design and suitable modern equivalent materials if the original materials are not available.

Collections, trophies, curios, works of art, pictures, antiques

- where the **insured property** is a collection, trophy, curio, work of art or picture and:
- the **damaged** item is repairable, the cost of repair or restoration to a condition substantially the same as its condition prior to the occurrence of the **damage**;
- the **insured property** is physically lost or destroyed and can be replaced, the cost of replacement;
- the **insured property** is physically lost or destroyed and cannot be replaced, the higher of the market value immediately prior to the occurrence of the **damage** or loss, the value as evidenced by a recent valuation.

- more than:
 - the market value of such **insured property** immediately prior to the occurrence of the **damage**;or
 - if **you** provide written evidence of a professional valuation not older than 3 years at the date of **damage**, the amount of that valuation;
- more than the limits expressed for such **insured property** under “What property is not covered” in this section or the amount shown in **your certificate of insurance** for such **insured property**.

Extensions

Following an event covered by this section, we will also pay for:

1. Catastrophe Escalation Cost

If any of **your buildings** are destroyed or **damaged** and cover is not otherwise excluded by this **policy**, and

- we classify such destruction or damage as a total loss, and
- the event causing the destruction or damage causes any competent authority to declare a state of emergency where **your building** is situated,

we will:

- increase the amount **you** declared as the value of **your buildings** under this section by up to 20% provided that **your building** is rebuilt, and
- increase the limits set out in Extension 7 Temporary Protection by 20% to cover any increase in building costs for labour and materials and any other additional costs which may apply after the event.

Increase in building costs means the difference between the cost of reinstatement actually incurred in accordance with the basis of settlement provisions of this section of the **policy** and the cost of reinstatement that would have applied had the event not occurred.

2. Personal effects

- **damage** to **personal effects** belonging to **your officials, employees, or volunteers** but only if they are **damaged** whilst in the **buildings** at the **location(s)** or whilst such **officials, employees, or volunteers** are engaged in activities for **your** benefit.

3. Fire extinguishment costs and sprinkler head replacement

- the reasonable costs of fighting a fire at **your location(s)** or a fire which threatens **your insured property** including the cost of replenishing **your** fire fighting appliances.
- the cost to replace sprinkler heads activated following a loss covered by this section.

4. Damage to external fixtures and fittings including landscaping

- **damage** to gates, fences, **landscaping**,

We will not pay:

- more than the increased building costs which are actually incurred by **you**
- any amount under this Additional benefit until **you** have incurred costs exceeding the
- any higher amount for removal of **debris** than provided by Extension 6 – Removal of **debris**.
- more than 20% of the amount you declared as the values, of your buildings.

- more than \$5,000 for the **personal effects** of one person in any one **period of insurance**;
- more than \$25,000 for the **personal effects** of all persons in any one **period of insurance**;
- for **damage** to such **personal effects** that is insured under another insurance **policy** except in **excess** of the **total declared values** under such **policy** for such **damage**.

- more than \$50,000 for replenishment of **your** fire fighting appliances for any one event.

- more than \$25,000, for any one event or the amount shown in the **certificate of insurance**.

<p>retaining walls, external play equipment, signs, textile awnings, shade sails, shades or blinds as a direct result of wind, water, hail, snow or sleet.</p> <ul style="list-style-type: none"> If a damaged textile awning, shade sail, shade or blind is more than 5 years old, we will deduct 10% for each year of age up to a maximum of 80% from the replacement value to arrive at the current value. Depreciation will not be applied to labour costs. <p>damage to landscaping at the location(s) as a direct result of damage to, or as a result of the process of repair or reinstatement of, other insured property.</p>	
<p>5. Fees</p> <ul style="list-style-type: none"> the cost of architects, surveyors, consulting engineers, legal and other professionals' fees incurred in respect of re-building, repairing or replacing the damaged insured property. 	<ul style="list-style-type: none"> for costs, fees and salaries incurred by you in preparing a claim under this section.
<p>6. Removal of debris</p> <ul style="list-style-type: none"> the cost to remove, store and/or dispose of debris; the cost to demolish, dismantle, shore up, prop up, underpin or carry out other temporary repairs. 	<ul style="list-style-type: none"> more than 15% of the total declared values for the insured property at the location(s) or \$500,000, whichever is the lesser, unless a different percentage or amount is shown in the certificate of insurance for this extension for any one event.
<p>7. Temporary protection</p> <ul style="list-style-type: none"> the cost of temporary protection of any damaged insured property pending repair or replacement. 	<ul style="list-style-type: none"> the reasonable costs and expenses necessarily incurred, except where the limit of liability is otherwise exhausted. where the limit of liability is exhausted, more than \$25,000 for any one event; for any costs expended, in excess of \$5,000 without our prior agreement;
<p>8. Service pipes, cables, sewers and drains</p> <ul style="list-style-type: none"> the cost of repair to service pipes, cables, sewers and drains including the cost to clear sudden blockages. 	<ul style="list-style-type: none"> more than \$25,000 for any one event; for normal maintenance costs of service pipes cables, sewers and drains including the cost of clearing sewers of tree root infestation.
<p>9. Metered water</p> <ul style="list-style-type: none"> the additional cost of metered water charges consumed at the time of an event covered under this section. 	<ul style="list-style-type: none"> for any claim under this extension if you also claim and are covered under section 2 for such additional costs of metered water charges; more than \$2,000 for any one event.
<p>10. Locating the source of a leak</p> <ul style="list-style-type: none"> the reasonable costs necessarily incurred by you with our prior consent in locating the source of a leakage of liquid which has caused or is likely to cause damage to insured property at your location(s) and the cost of 	<ul style="list-style-type: none"> for the repair or replacement of water mains, water pipes, gutters, fixed water tanks, aquariums or fixed domestic apparatus; for damage to insured property resulting from the breakdown of grouting or sealer over a prolonged period of time allowing for seeping

<p>reinstating the insured property disturbed or damaged in the course of locating such source.</p>	<ul style="list-style-type: none"> under tiles which results in the lifting of tiles; for damage to insured property caused over a prolonged period of time; more than \$25,000 for any one event.
<p>11. Prevention of imminent damage</p> <ul style="list-style-type: none"> up to \$50,000 for necessary costs you incur to extinguish a fire on or in the vicinity of your operations location(s) which causes or threatens property damage or for necessary costs to prevent or diminish imminent damage to your property by any other insured peril. 	<ul style="list-style-type: none"> any fines, penalties or liability incurred by you; any loss or damage to your property.
<p>12. Personal effects of customers and children (in your care)</p> <ul style="list-style-type: none"> damage to personal effects belonging to your customers and children (in your care) but only if they are damaged whilst in the buildings at the location(s). 	<ul style="list-style-type: none"> more than \$1,000 for the personal effects of one person in any one period of insurance; more than \$20,000 for the personal effects of all persons in any one period of insurance; for damage to such personal effects that is insured under another insurance policy except in excess of the sum insured under such policy for such damage.
<p>13. Cost of making enquiries</p> <ul style="list-style-type: none"> the reasonable costs necessarily incurred by you in respect of any legal liability to make enquiries consequent upon damage insured by this policy. 	<ul style="list-style-type: none"> any fines, penalties or liability incurred by you more than \$25,000 for any one event.

Further Extensions

Under this section, we will also pay for:

We will not pay:

1. Contents temporarily removed

- accidental **damage** to **contents** (including any items specified in the **certificate of insurance**) whilst temporarily removed from **your location(s)** and situated in another **building** within the **geographic limits**.

- for **damage** to **such contents**:
 - caused by wind, water, hail, snow, sleet which occurs whilst they are not contained within a fully enclosed building;
 - which occurs whilst they are in transit;
 - which have been removed from the **location(s)** for more than 30 consecutive days at the time they are **damaged**;
- more than 20% of the declared value of the **contents** shown in the **certificate of insurance** for any one event.

2. Furniture and equipment in transit

- damage** to furniture or equipment:
 - whilst in transit in or on a **vehicle** owned or operated by **you** or by any person authorised by **you** between **location(s)**

- for **damage** to any other items of **contents** including without limitation any items for which transit cover is available under any other Further extension to this section, computers, jewellery, valuables, electronic equipment or

within the **geographic limits** utilised by **you** for the purposes of **your operations** caused by fire, lightning, explosion, earthquake, impact, riots, strikes, malicious damage, storm and/or tempest or accident to, collision or overturning of the **vehicle**;

- during loading and unloading to or from such **vehicle**.

money;

- for loss or **damage** to such furniture or equipment caused by:
 - **flood**;
 - delay;
 - loading and unloading of **contents** on and from a **vehicle**;
 - mechanical or electrical derangement unless directly as a result of a specified peril;
 - reduction in value because of repair to **insured property**;
- the cost of removal of **debris** or the cost of cleaning up;
- more than 25% of the **total declared values** for the **insured property** at the **location(s)** or \$25,000, whichever is the lesser, for any one event.
- **damage** caused during loading and unloading which is not performed by **you** or persons authorised by **you**.

3. Fusion of electric motors

- the cost of repairing or replacing any burnt out motor following electrical current damage, but not exceeding its current value.

If the motor is more than 3 years old, **we** will deduct 15% for each year of age up to a maximum of 80% from the **replacement value** to arrive at the current value. Depreciation will not be applied to labour costs.

- for **damage** to motors for which **you** are covered under section 5;
- for **damage** to rectifiers, radio, television, microwave ovens, computers, amplifying or electronic equipment of any description;
- for **damage** to motors for which any manufacturer is liable under the provisions of any guarantee, warranty or agreement;
- for **damage** to lighting or heating elements, fuses or protective devices, gas or seals, electrical contacts at which sparking or arcing occurs in ordinary working;
- for **damage** to motors of more than 7 kw;
- for loss of use, depreciation, wear and tear of the motors except for wear and tear of insulation which has resulted in the fusion of the electric motor;
- for retrieval, extracting and reinstating of below ground equipment;
- more than the current value of the motor or \$10,000 for any one event whichever is the lesser.

4. Frozen or refrigerated food

- following an event covered by Further extension 3 **Fusion of electric motors**:

- more than \$2,000 for any one event;
- for frozen or refrigerated food that is beyond its use by date.

<ul style="list-style-type: none"> the cost to replace your frozen or refrigerated food spoiled as a direct result of the fusion of the motor; the reasonable cost of hiring alternative freezer or refrigeration space pending necessary repairs. 	<ul style="list-style-type: none"> for spoiled frozen or refrigerated food for which you are unable to produce proof of purchase and cost.
<p>5. Portable musical instruments, other audio or video equipment, <i>sporting equipment</i> outside <i>your location(s)</i></p> <ul style="list-style-type: none"> damage to portable musical instruments, audio or video equipment or sporting equipment which occurs anywhere within the geographic limits, including whilst in transit, caused by an event not otherwise excluded by this section whether or not such items belong to you, but only if they were in the care of you or any person authorised by you in connection with your operations at the time of such damage. 	<ul style="list-style-type: none"> more than \$5,000 for any one such item and not more than \$15,000 in respect of all such items in any one period of insurance. for loss or damage to such equipment caused by: loading and unloading of the equipment on and from a vehicle;
<p>6. Property in the open air</p> <ul style="list-style-type: none"> accidental damage caused by an event not otherwise excluded by this section to furniture and other property in the open air at your location(s). 	<ul style="list-style-type: none"> for property not contained within the boundaries of the location(s) insured.
<p>7. Raffle prizes and donated goods</p> <ul style="list-style-type: none"> accidental damage caused by an event not otherwise excluded by this section to raffle prizes and donated goods to be used for fund raising events whilst in your custody or the custody of any person authorised by you and which occurs away from your location(s) but within the geographic limits. 	<ul style="list-style-type: none"> more than \$2,000 or the value of such raffle prizes and donated goods taken up into your books of account as fair value, whichever is the lesser, for any one event. property not owned by you which is insured elsewhere.

8. Exhibitions, festivals and events

- accidental **damage** caused by an event not otherwise excluded by this section to:
 - marquees, tents, stalls and similar equipment for which **you** have accepted responsibility which occurs whilst they are being used in connection with any exhibition, festival or event;
 - other items not belonging to **you** but for which **you** are responsible whilst they are being used in connection with or while on display at exhibitions, festivals or events:
 - at **your location(s)**; and
 - whilst in transit to or from the **location(s)** or the situation of such exhibition, festival or event.

For this Further extension to apply, there must be at least two responsible **officials** in attendance at all times while the exhibition, festival or event is open to the public and the buildings where the exhibition, festival or event is held must be locked at all times when unattended.

- for **damage** to property that is insured under another insurance **policy** except in **excess** of the **total declared values** under such **policy** for such **damage**;
- more than \$10,000 for any one event;
- for the first \$1,000 of each and every claim in respect of **damage** to any hired property.
- for **damage** to side show/carnival rides and like entertainment equipment unless specifically agreed in writing and shown in **your certificate of insurance**.

9. Rewriting or reconstruction of records

- the reasonable costs necessarily incurred in rewriting or restoring records as a result of loss or damage not otherwise excluded by this section to such records, including the loss of **electronic data** following damage to the data media on which such **electronic data** is contained.

- more than \$25,000 for any one event;
- more than the **replacement value** of non-proprietary **documents** and records which are able to be purchased on the market;
- more than the cost of the record media as blank material when reinstatement is not commenced within a reasonable time of **us** granting **our** consent;
- for the value to **you** of the information on the lost or damaged records.
- any financial loss caused to **you** by the loss of **your** records.
- rewriting or reconstructing records unless **you** maintain and regularly update duplicate files stored at alternative premises.

10. Works of art, pictures, curios and antiques

- Accidental **damage** caused by an event not otherwise excluded by this section to works of art, pictures, curios and antiques whilst at any location within the **geographical limits**.

- More than \$5,000 for any one such item, pair, set or collection;
- More for all such items, pairs, sets or collections than 20% of the declared values for **contents** at the **location** or \$25,000, whichever is lesser for any one event.

Specific Conditions

If the **total declared values** at the time of loss or damage is less than eighty per cent (80%) of the full insurable value of the Property Insured, we will pay the proportion of the claim the **total declared values** bears to eighty per cent (80%) of the value;

Provided that this clause will not apply if the amount of any damage does not exceed five percent (5%) of the **total declared values**.

Section 2 Interruption Insurance

Specific Definitions

In addition to the words or phrases shown as General definitions, whenever the following words appear in bold italics in this section, they have the meaning shown below. If there is a General definition for the same word or phrase, the following specific definition will prevail in this section.

income means the **money** paid or payable to **you** arising from **your operations** including gifts, donations, grants, government subsidies, proceeds of sales, rent and other receivables.

Indemnity period means the continual period from the date of the **damage** to the **insured property** which causes interruption to or interference with the carrying out of **your operations**, until the date the interruption or interference ceases provided that this period will not exceed the **indemnity period** shown in the **certificate of insurance**.

infectious disease means an outbreak of a human communicable disease at the **location(s)**.

limit of liability means the amount shown under Section 2 Interruption Insurance, in the **certificate of Insurance** which is the maximum amount **we** will pay for any claim under this section, including the Extensions and Optional Extensions.

standard income means the **income** during that period corresponding with the **indemnity period** in the twelve months immediately before the date of the **damage** adjusted to reflect trends in the **income**, the conduct of **your operations** or any other circumstances so as to represent as reasonably as practicable the **income** which would have been achieved by **you** after the date of the **damage** had the interruption or interference not happened.

What is covered

We will cover **you** for loss of **income** during the **indemnity period**, resulting from interruption to or interference with the carrying out of **your operations** and caused by **damage** to the **insured property** during the **period of insurance**, but only where a claim has been submitted or would have been admitted, except for the operation of an **excess**, under Section 1, Part A or Part B of Section 3 or Section 13 of this **policy**. Payment of a claim made under this section will be in accordance with the **basis of settlement**.

What loss of **income** is not covered

This section does not cover loss of **income** following:

1. **damage** to any property which is excluded from cover by; or
2. **Insured property** caused by any of the events in,

'General exclusions applicable to all sections of the policy' and 'Exclusions applicable to sections 1 and 13 ;and

3. Losses not admitted under section 1, Part A or Part B of section 3 or section 13 of this **policy**.

How much we will pay

We will not pay more for any claim under this section than the **limit of liability**. In respect of cover for any claim provided by an extension in this section, **we** will not pay more than the amount stated in that extension unless another amount is shown in the **certificate of insurance**.

All claims arising out of any single **damage** are deemed to be one claim.

Excess

We will deduct the **excess** shown in the **certificate of insurance** for any loss under this section from the amount payable by **us** in respect of **your** claim.

All claims arising out of any one event are deemed to be one claim.

Basis of settlement – what we will pay

Following an event covered by this section, we will pay:

- an amount equal to the amount by which the **income** earned during the **indemnity period** falls short of the **standard income** because of the interruption or interference;

plus

- any reasonable expenditure certified by **your** accountant which **you** incur during the **indemnity period** for the purpose of minimising interruption to the carrying out of **your operations**;

less

- any sum saved during the **indemnity period** in respect of charges and expenses payable out of **income** as may cease or be reduced because of the interruption or interference arising from the **damage** and;
- any sum received or receivable in respect of services rendered elsewhere than at the **location(s)** either by **you** or by others on **your** behalf for **your** benefit in the carrying out of **your operations**.

We will not pay:

- for any claim under this section after:
 - **you** have been bankrupted, dissolved or wound up or have ceased to operate;
 - a liquidator, receiver, administrator or trustee in bankruptcy has been appointed to **you**.
- for any additional expenditure exceeding the amount of **income** saved, in doing so.

Extensions

Under this section, we will also cover **you** for loss of **income** during the **indemnity period** resulting from interruption to or interference with the carrying out of **your operations** caused by:

1. Property in the vicinity

- **damage** to property within 7.5 kilometres of **your location(s)** which prevents or hinders access to the **location(s)** or restricts **your** ability to carry out **your operations**.

We will not pay:

- more than 10% of the **limit of liability** under this section, for any one event; in respect of either or all of the Extensions 1, 2 and 3.
- for loss of **income** within the first 48 hours following **damage**;

2. Service suppliers

- **damage** to land-based public or private facilities within 7.5 kilometres of **your location(s)** which belong to or are under the control of suppliers of communication, electricity, gas, water or sewerage services.

3. Suppliers to you

- **damage** to fixed property situated within the **geographical limits** of a supplier or distributor of products or services to **you**

- for any loss of **income** if:
- the **damage** to such fixed property was caused by an event which is excluded from cover under section 1– Property Insurance;
- such fixed property is a kind of property that is excluded from cover under section 1– Property Insurance.

4. Access prevention

- **your location(s)** being rendered inaccessible to the public due to an order made during the **period of insurance** by a government authority or **official** acting with legislative authority ('access prevention order') following:
 - health, safety or **infectious disease** concerns (but not arising as a result of any highly pathogenic avian influenza in humans or diseases declared to be quarantinable diseases under the *Quarantine Act (1908)* and any subsequent amendments);
 - murder or suicide;
 - foreign or injurious matter in food or drink provided from or on **your location(s)**.

- for loss of **income** within the first 48 hours following the issue of such access prevention order.

Optional extensions

If **you** have paid the appropriate premium and the relevant Optional extension is shown in **your certificate of insurance**, we will also cover **you** up to the amount shown for the Optional extensions as follows

We will not pay:

1. Additional increase in cost of working

- for additional increase in the cost of working (not otherwise recoverable under this section or from any other source) necessarily and reasonably incurred by **you** during the **indemnity period** for the purpose of avoiding or diminishing a reduction in **income** and/or resuming **your normal operations**.

- more than the amount shown in the **certificate of insurance** for this Optional extension for any one event.

2. Accountants and other professional costs

- for professional fees and other reasonable expenses necessarily incurred by **you** for preparation of claims under this section.

- more than the amount shown in the **certificate of insurance** for this Optional extension for any one event.

3. Book Debts

- more than the amount shown in the **certificate**

- if, following **damage** to **your** accounts receivable records or other books of account or other records at the **location(s)** by an event covered under section 1, **you** are unable to collect outstanding debit balances owed to **you**:
 - for the difference between such debit balances and the total of the amounts received or traced by **you** in respect of such balances;
 - for the additional expenditure incurred by **you** with **our** prior consent in tracing and establishing debit balances owed to **you** after the **damage**;
 - for the reasonable professional accounting fees necessarily incurred by **you** in providing any evidence required by **us** in support of a claim under this Optional extension.

For this Optional extension to apply, **you** must establish at **your location(s)**, and remove at the close of each month from **your location(s)**, back-up records for **your** debtors.

of insurance for this Optional extension for any one event;

- for any loss arising from misfiling, erasure, distortion, deliberate falsification of records;
- for any amount representing bad debts or provisioning for bad debts.

Specific Conditions

In respect of Loss of **income** and Additional Increased Cost of Working if the **limit of liability** at the time of loss or damage is less than eighty per cent (80%) of the **income**, we will pay the proportion of the claim the **limit of liability** bears to eighty per cent (80%) of the **income**;

Provided that this clause will not apply if the amount of any damage does not exceed five percent (5%) of the **limit of liability**.

Section 3 Crime Cover

This section offers three optional covers in respect of **insured property** covered under this section. These are:

Part A – Loss of **Money**

Part B – Burglary or theft of property (other than **money**)

Part C – Theft by **officials**

The **certificate of insurance** will show which of these optional covers **you** have selected.

Specific Definitions

In addition to the words or phrases shown as General definitions, whenever the following words appear in bold italics in this section, they have the meaning shown below. If there is a General definition for the same word or phrase, the following specific definition will prevail in this section.

carrier means professional **money** carrier, professional carrier or common carrier.

insured property means, **insured property** as defined by section 1 – Property Insurance for the purposes of this section.:

sum insured means, in respect of each Part of this section, the amount shown in the **certificate of insurance** which is the maximum amount **we** will pay for any claim under that Part.

Part A – Loss of Money

What is covered

We will cover **you** for loss of or **damage** to **money** which occurs during the **period of insurance** while the **money** is:

- in transit to or from **your location(s)** and is in **your** custody or the custody of an **official, employee or volunteer**;
- in a night safe or any deposit container of **your** bank or financial institution;
- in a securely locked **safe**;
- in **your buildings** (as defined by section 1) during and outside **your opening hours**;
- in **your** private residence or that of an **official or employee** authorised to take the **money** to their residence until the end of the next bank **operations** day.

What is not covered

In addition to the 'General exclusions applicable to all sections of the policy', **we** will not cover **you** under Part A of this section for:

- more than \$500 for loss of **money** while the **money** is in **your buildings** (as defined by section 1) outside **opening hours** unless a higher amount is shown in the **certificate of insurance**;
- loss of **money**:
 - from an unlocked **safe**;
 - from a **safe** opened with a key or combination unless following violence or threat of violence to **you** or **your officials, employees, or volunteers**;
 - from an unattended **vehicle**;
 - not discovered within 5 days of the loss or **damage** occurring;
 - due to accounting error or handling error or errors in receiving or paying out **money**;

- due to forged or dishonoured cheques;
- while in the custody of **carriers**;
- caused by fraud or dishonesty by **you, your officials, employees** or **volunteers**;
- loss or **damage** to **money** for which **you** are covered by section 1;
- loss of **money** arising from a kidnapping, bomb threat, threat of contamination, hoax, extortion or any attempted threat.

Basis of settlement – what we will pay

Following an event covered by Part A, we will pay for:

- the amount of **your** loss of **money** based on quantification by **your** accountant.

We will not pay:

- more than the **sum insured** in respect of Part A.

Excess

We will deduct the **excess** shown in the **certificate of insurance** for Part A of this section from the amount of **your** claim.

Extensions

Following an event covered by this section, we will also pay Under Part A for:

- increase the **sum insured** in respect of Part A for loss of **money** which occurs during fundraising events by 100% for **money** in transit and for **money** in **your building**.
This increased cover will apply for 7 days prior to, during and for 7 days after two fundraising events of your choice.
- following loss or **damage** covered by this section, pay for the cost of replacement of **your safe**, locks, keys and combinations to a **safe**.

We will not pay:

- more than 100% in addition to the **sum insured** in respect of Part A;
- more than \$750 for loss of **money** while the **money** is in **your buildings** (as defined by section 1) outside **opening hours**.
- more than \$2,500 for any one event.

Part B – Burglary or theft of *insured property* (other than *money*)

What is covered

We will cover **you** for loss of or **damage** to the **insured property** (other than **money**) which occurs during the **period of insurance** as a result of the following events:

- theft following forcible and violent entry (or any attempt thereat) into or upon the **buildings** at the **location(s)**;
- hold up or threat of violence to **you, your officials, employees or volunteers**;
- theft by a person illegally concealed at the **location(s)**;
- theft of **insured property** in the open air.

What loss or *damage* is not covered

In addition to the 'General exclusions applicable to all sections of the policy' **we** will not cover **you** under Part B of this section for loss or **damage**:

1. caused by theft or attempted theft committed by:
 - **you**;
 - any persons while lawfully at the **location(s)**;
 - any of **your officials, employees** or **volunteers**;
2. to **insured property** from an unlocked and unattended **vehicle**;
3. which occurs when the **location(s)** has been unoccupied or unused for a continuous period of more than 60 days unless **we** have consented to this.

What property is not covered

(unless specifically shown in the **certificate of insurance** as **insured property** covered under section 1)

We do not cover property which is:

1. jewellery, furs, bullion, precious metals or precious stones valued at over \$2,500 in all;
2. curios, pictures, works of art, gold or silver articles, or icons valued at over \$2,500 for any one item, pair, set or collection;
3. livestock, animals, birds or fish;
4. **landscaping**, growing crops, pastures or standing timber;
5. **glass**, sign-writing, ornamentation, reflective materials or burglar alarm tapes and connections to the **glass**;
6. **vehicles**;
7. **buildings** (as defined in section 1) undergoing demolition;
8. **money**;
9. excluded from cover under 'General exclusions applicable to all sections of the **policy**'.

Basis of settlement – what we will pay

Following an event covered by Part B, we will pay:

- for the **insured property** which suffers loss or **damage** caused by a defined event, for the cost to:
 - replace the **insured property** if it is not found within a reasonable time; or
 - replace the **insured property** if it cannot be economically repaired; or
 - repair the **insured property** if it can be economically repaired.

We will not pay:

- more than the **sum insured** in respect of Part B or the **replacement value**, whichever is the lesser;
 - more than \$10,000 in respect of loss or **damage** caused by theft of **insured property** in the open air;
- in respect of **insured property** that forms part of a pair or set, more than the value of the part of the pair or set which is lost or **damaged**, even if it cannot be replaced with a matching item. The value of each item will be regarded as spread proportionately over the whole of the pair or set.

Excess

We will deduct the **excess** shown in the **certificate of insurance** for Part B of this section from the amount of **your** claim.

Extensions

(The **sum insured** in respect of Part B is not increased unless specifically shown in an extension to Part B)

Following an event for which a claim has been admitted under Part B, we will also pay:

- for loss of or **damage** to **personal effects** of **your officials, employees** and **volunteers** but only while the **personal effects** are in the **buildings** (as defined by section 1) at **your location(s)**.
- to replace keys, locks, combinations and/or the cost of opening a **safe** where the keys and/or combinations have been stolen.
- the cost of temporary protection of **insured property**.

We will not pay:

- more than \$5,000 for **personal effects** of any one person;
- more than \$20,000 for the **personal effects** of all persons in any one **period of insurance**;
- for loss of or **damage** to such **personal effects** that is insured under another insurance **policy** in excess of the sum insured under such **policy** for such loss or **damage**.
- more than \$2,500 for any one event.
- more than \$10,000 for any one event.

Further Extensions

Under Part B, we will also pay for:

1. **Insured property temporarily removed**

- loss of or **damage** to **insured property** (other than **money**) temporarily removed from the **location(s)** and situated in another building not utilised by **you** for **your operations** within the **geographic limits**.

2. **Furniture and equipment in transit**

- loss of or **damage** to **your** furniture and equipment as a result of theft whilst in transit between **location(s)** utilised by **you** for **your operations** within the **geographic limits** in or on a **vehicle** owned or operated by **you** or by any person authorised by **you**.

3. **Musical instruments, other portable audio, video or sound equipment, and sporting equipment**

- loss of or **damage** to musical instruments, other portable audio, video or sound equipment, and **sporting equipment** which occurs anywhere within the **geographic limits**, including whilst in transit, as a result of theft whether or not such items belong to **you** but only if they were in the care of **you** or any person authorised by **you** in connection with **your operations** at the time of such loss or **damage**.

We will not pay:

- more than 20% of the **sum insured** in respect of Part B;
- for loss or **damage** to such **insured property**:
 - not contained within a fully enclosed building;
 - in a **vehicle**;
 - whilst in transit;
 - which have been removed from the **location(s)** for more than 30 consecutive days at the time of the loss or **damage**.
- for loss of or **damage** to any other items of **contents** (as defined by section 1) including without limitation any musical instruments, computers, jewellery, valuables, electronic equipment, **money**;
- more than 20% of the sum insured shown in the **certificate of insurance** for any one event.
- for loss or **damage** caused by theft from an unlocked **vehicle**;
- more than \$1,000 for any one such item and not more than \$5,000 in respect of all such items in any one **period of insurance**.

Part C – Theft by officials

Specific Definition

In addition to the words or phrases shown as specific definitions for this section, whenever the following word appears in bold italics in this Part C, it has the meaning shown below.

theft means any act or acts of fraud or dishonesty by an **official** committed with the intent of obtaining an improper financial gain for himself/herself or for any other person, entity or organisation intended by the **official** to receive such gain.

official means an **employee** or director of **yours** or other person who is authorised by **you** to have responsibility for **your money** and **your insured property**.

What is covered

We will cover **you** for **theft** of **money** or other **insured property** belonging to **you** or for which **you** are responsible caused by an act of **theft** committed during the **period of insurance** by any **official, employee** or **volunteer** within the **geographic limits** and discovered:

- not later than 12 months after the resignation, vacation, termination or cessation of office of the **official, employee or volunteer** who is responsible for the act of **theft** the subject of this claim;
- not later than 12 months after termination of the **period of insurance**,

whichever occurs first.

What is not covered

In addition to the 'General exclusions applicable to all sections of the policy', **we** will not cover **you** under Part C of this section for:

- loss of **money** or **insured property** which has not been reported by **you** to the police or other appropriate authorities;
- loss of interest, loss of profit or consequential loss of any kind;
- loss arising from any act of an **official, employee** or **volunteer** where **you** are aware of a prior act of **theft** by that same **official, employee** or **volunteer**;
- loss caused by an act of an **official, employee** or **volunteer** committed before the commencement of this **policy**;
- loss discovered more than 12 months after;
the resignation, vacation, termination or cessation of office of the **official, employee or volunteer** who is responsible for the act of **theft**;
or
12 months after termination of the **period of insurance**;
- any claim made by **you** or any person acting on **your** behalf where the **theft** by **your official, employee** or **volunteer** has taken place with **your** collaboration;
- fines, penalties or damages including aggravated or exemplary damages;
- costs incurred by **you** in any legal proceedings;
- loss arising directly or indirectly from trading in securities or derivatives whether or not in **your** name and whether or not in a genuine or fictitious

account;

- loss or part of a loss the proof of which depends upon shortage revealed by an inconsistency in accounting records, inventory computation or enumeration, comparison of inventory records with an actual count, or a profit and loss computation;
- loss caused by a mechanical failure and/or programming error;
- the cost of reproducing any information contained in any lost or destroyed manuscripts, records, accounts, microfilms, tapes or other records;
- loss of **money** while in the custody or possession of a **carrier**;
- any loss or damage for **which you** are covered under Part B of this section.

Excess

We will deduct the **excess** shown in the **certificate of insurance** for Part C of this section from the amount of **your** claim.

All claims arising out of each **theft** or series of **thefts** committed by one or more than one **official** are deemed to be one claim. The **excess** will apply to each such claim.

Basis of settlement – what we will pay

Following an event covered by Part C, we will pay:

- for **theft** of **money**, for the amount of **your** loss suffered during the **period of insurance**.
- for **theft** of **insured property** other than **money**, for the **replacement value** of such property.

We will not pay:

- more than the **sum insured** in respect of Part C for any one claim and for all claims involving one or more than one **official** during the **period of insurance**.

Extensions

Following a event for which a claim has been admitted under Part C, we will also pay for:

1. Claims preparation costs

- the reasonable costs of accountants' or auditors' fees incurred by **you** with **our** written consent for the preparation of claims under this Part C.

We will not pay:

- more than \$20,000 or 10% of the amount of the claim admitted under this Part C, whichever is the lesser.

2. Unidentified **official**

- if **you** are not able to prove to **us** to **our** reasonable satisfaction that the loss was due to

- loss suffered by **you** where **you** are unable to identify the specific **official**, **employee** or **volunteer** whose conduct gave rise to the loss.

theft by an **official**, **employee** or **volunteer**.

Specific conditions applicable to Part C only

In addition to the 'General conditions applicable to all sections of the policy' and the 'Claims conditions applicable to all sections of the policy', the following specific conditions apply to this Part C.

1. Recoveries

Any recoveries of **money** which are made shall be applied in the following order:

- if **your** claim has exceeded the **sum insured** under Part C, first to **your** benefit to reduce or extinguish the amount of **your** loss (but not the **excess**);
- to **our** benefit after that to the extent of the claim paid or payable by **us**;
- and to **you** for any remainder.

Any recoveries of **insured property** for which **we** have paid a claim will belong to **us** subject to **your** right to reclaim it upon repayment of any amount paid by **us**.

2. Deduction from loss

Our liability for any claim covered by this Part C will be reduced by the amount **you** are, by law, able to retain from entitlements of the offending **official/s**.

3. Due diligence

It is a condition of this coverage that **you** use due diligence, including performing police checks and other checks, in the selection of **officials** and those whom **you** authorise with responsibilities for **money** and **insured property**.

4. Notice of loss

Whether or not **you** intend to make a claim, **you** must give us notice in writing within 14 days of discovery of the following:

- any act of fraud or dishonesty committed by an **official**;
- reasonable cause for suspicion of fraud or dishonesty committed by any **official** which comes to **your** knowledge or to the knowledge of any person to whom **you** entrust the supervision of an audit on **your** financial accounts or **insured property**.

5. Loss prevention

Following discovery of any fraud or dishonesty or circumstances which could give rise to a claim under this Part C, **you** shall immediately take all steps to prevent loss or further loss.

Section 4 Glass breakage

Specific Definitions

In addition to the words or phrases shown as General definitions, whenever the following words appear in bold italics in this section, they have the meaning shown below. If there is a General definition for the same word or phrase, the following specific definition will prevail in this section.

breakage means a fracture extending through the entire thickness of **glass**.

glass as defined in the General definitions is extended, for the purposes of this section 4 only, to include:

- doors, showcases, skylights or fixed mirrors;
- fixed **glass** and mirrors in furniture and shelving.

What is covered

We will cover **you** for accidental **breakage** of any **glass** belonging to **you** or for which **you** are responsible occurring during the **period of insurance** at the **location(s)**.

What is not covered

In addition to the General exclusions applicable to all sections of the policy, **we** will not cover **you** under this section for:

- wear and tear including scratching, cracking, chipping, disfiguration or any **damage** to **glass** other than its actual breakage;
- **breakage** of **glass** from an event for which **you** are covered under section 1 or for which **you** would have been covered under section 1 if that section had been taken out by **you**;
- **glass** which is or was cracked, chipped or imperfect prior to the commencement of this section of the **policy**;
- **glass** when in transit or while being fitted into position or removed from its fitting;
- **glass** at the **location(s)** which has been unoccupied or unused for more than 60 days;
- **glass** at the **location(s)** which is undergoing demolition.

Excess

We will deduct the **excess** shown in the **certificate of insurance** for any one claim under this section from the amount of **your** claim.

Basis of settlement – what we will pay

Following an event covered by this section, we will pay for:	We will not pay:
<ul style="list-style-type: none">the actual cost of replacing and fixing glass of the same type and quality as that which was broken in its frame or alternatively the actual cost of meeting the minimum specifications required to comply with the relevant building regulations in replacing and fixing glass.	<ul style="list-style-type: none">for improvements and embellishments required at the time of repair other than required by regulations;
Extensions (applicable to this section following a claim being admitted under this section)	
We will also pay for: 1. Frames and signs <ul style="list-style-type: none">damage to window frames or door frames surrounding the broken glass;damage to illuminated signs including perspex and plastic signs.	We will not pay: <ul style="list-style-type: none">more than \$2,000 for any one event, unless a higher amount is shown in the certificate of insurance.
2. Temporary shuttering, sign writing <ul style="list-style-type: none">the cost of temporary shuttering and security, sign writing, ornamentation, reflective materials and alarm tapes.	<ul style="list-style-type: none">more than \$2,000 for any one event, unless a higher amount is shown in the certificate of insurance.
3. Damage to contents <ul style="list-style-type: none">the reasonable costs necessarily incurred to repair or replace your contents (as defined by section 1) as a result of damage to them caused by breakage of glass.	<ul style="list-style-type: none">more than \$5,000 for any one event.

Section 5 *Breakdown of mechanical and electronic equipment*

This section offers two optional covers each with certain optional extensions. The two covers are:

Part A – Breakdown of mechanical equipment (including explosion of boilers and pressure vessels) with an Optional extension for Deterioration of refrigerated goods cover

Part B – Breakdown of electronic equipment with Optional extensions for 1. – Data media material and records cover and 2. – Increase in cost of working cover

The **certificate of insurance** will show which of these optional covers **you** have selected.

Specific Definitions

In addition to the words or phrases shown as General definitions, whenever the following words appear in bold italics in this section, they have the meaning shown below. If there is a General definition for the same word or phrase, the following specific definition will prevail in this section.

breakdown means any internal electronic, electrical or mechanical component malfunction or failure which is sudden and unforeseen which stops the function of any **electronic equipment** or **mechanical equipment** and which requires immediate repair or replacement to enable the **electronic equipment** or **mechanical equipment** to function normally. **Breakdown** includes sudden and unforeseen:

- explosion of boilers and pressure vessels;
- violent bursting of motors, compressor and equipment subject to centrifugal force with or without ejection of parts and contents.

electronic equipment means all electronic audio-visual, computer, data processing, graphic, laboratory lighting, medical, printing, receiving, recording, research, scanning, signaling, telecommunicating, transmitting or similar equipment at the **location(s)** shown in the **certificate of insurance**. It does not include **mechanical equipment** or electronic components of any **mechanical equipment**.

indemnity period means the maximum indemnity period shown in the **certificate of insurance** in relation to Optional extension 2 to Part B of this section.

mechanical equipment means all electrical and/or mechanical machinery including their interconnecting cabling and piping, boilers and pressure vessels and any other machinery or equipment at the **location(s)** shown in the **certificate of insurance** which generates, contains, transmit, receives, transforms or utilizes any form or source of energy or power. It does not include **electronic equipment**.

refrigerated goods means frozen or refrigerated perishable goods, stock in trade or merchandise or raw materials belonging to **you** stored in freezers, refrigerators or cool rooms.

Part A – Breakdown of mechanical equipment

What is covered

We will cover **you** under this Part A for the following events happening during the **period of insurance**:

1. Breakdown of mechanical equipment

- for **breakdown** of **mechanical equipment** at **your location(s)**.

2. Explosion of boilers and pressure vessels

- for sudden and violent rending of boilers and pressure vessels at **your location(s)** by force, explosion of flue gas in such boilers, internal fluid pressure or collapse of such vessels as a result of abnormal vacuum and/or weakening of their structure through wear and tear.

3. Impact by flying fragments

- for **damage** to **mechanical equipment** at **your location(s)** caused by flying fragments following **breakdown** of surrounding **mechanical equipment**.

What is not covered

In addition to the 'General exclusions applicable to all sections of this policy', **we** will not cover **you** under Part A of this section for:

1. breakdown of:

- any equipment which was known by **you** to be defective or required repair or rectification of a defect before the **damage** to such equipment occurred;
- electro-medical and diagnostic research equipment;
- submersible pumps and bore pumps, including well casings, turbine pumps or helical rotor pumps;
- **vehicles**;
- **electronic equipment** other than electronic components of the **mechanical equipment**;
- hand dryers, mobile or portable machinery, portable hand held tools and vacuum cleaners;
- vending or amusement machines or any coin operated machine;
- lawn maintenance equipment;
- lifts, escalators and mobile equipment;
- any **mechanical equipment** which happens outside the **geographic limits**;
- any **mechanical equipment** being intentionally subjected to abnormal stresses or overloading or any other testing or experimentation,

unless **we** have agreed to any of these in writing and they are shown in the **certificate of insurance** as covered under this Part A;

- 2. loss or damage** for which **you** are covered under section 1 or 3 of this **policy** or for which **you** would have been covered under section 1 or 3 if that section had been taken out by **you**;

3. damage to :

- lighting or heating elements, fuses or protective devices;
- electrical contacts at which sparking or arcing occurs in ordinary working;

- electrical wiring due to ageing and normal use;
- ducting, water and gas piping as a result of rust or corrosion;
- equipment parts as a result of wear and tear, rust, scale, corrosion, gradual deterioration, scratching or marring, chipping or denting, developing flaws, normal upkeep or maintenance,

provided always that this exclusion shall not apply to **breakdown** of **mechanical equipment** as a result of such **damage**;

4. damage caused by:

- any act of a power supplier, including withholding, restricting or load shedding the supply of electricity;
- failure to comply with statutes, regulations, or other statutory requirements relating to safeguarding or operation of equipment;
- shrinkage, inherent defects, natural deterioration or natural putrefaction;
- improper storage or stowage, collapse of packing material, deviations from designers' specifications or instructions;
- moths, termites or other insects, vermin, or oxidation, mildew, mould, contamination or pollution, wet or dry rot, change of colour, texture or finish, dampness, light, variations in or extremes of temperature, evaporation, inherent vice, inherent defect, latent defect, loss of weight, atmosphere or climatic conditions;

5. for any costs associated with:

- replacement of consumable parts of equipment such as belts, ropes, chains, tyres, filters, refrigerant dryers, fuses, electric heating elements, electrical contacts, thermostats, thermostatic expansion valves, jointing, gland packing, seals, dies, moulds, cylinders, crushing surfaces, cutting blades, refractory materials, **glass** and porcelain components, ceramics, refractories, felts, sieves, fabrics, lubricants, fuel, catalysts, refrigerant gas, transfer media and any other parts that require periodic or frequent replacement with usage of equipment but this exclusion shall not apply where the replacement of these consumable parts is necessary due to **damage** covered by this Part A;
- converting refrigeration and/or air-conditioning units from use of chlorofluorocarbon refrigerant gas to any other type of refrigerant

- gas;
 - the repair or any developing crack, fracture, blister, lamination, flaw or grooving in boilers and pressure vessels which has not penetrated through the entire thickness of the material;
 - alterations, additions, improvements or overhauls of equipment whether carried out in the course of indemnifiable repairs or as a separate operation;
 - preventative maintenance work any process involving cleaning, normal upkeep or maintenance of equipment;
 - repairing or replacing any **mechanical equipment** if the manufacturer, supplier, agent or any other person is responsible for that repair or replacement under the terms of a maintenance agreement or supply warranty or agreement;
6. penalties for delay or detention;
 7. loss of use or consequential loss of any kind.

Excess

We will deduct the **excess** shown in the **certificate of insurance** applicable to any one claim under Part A of this section or any Optional extension to it from the amount of **your** claim.

Basis of settlement – what we will pay

Following an event covered by Part A, we will pay for:

- the cost of repairs necessary to return the damaged item or part of the item to its former state of serviceability including any necessary dismantling and re-erection; or
- the replacement cost of the item but where the equipment is more than 3 years old, **we** will deduct 15% for each year of age up to a maximum of 80% from its **replacement value**. Depreciation will not be applied to labour costs and any salvage will be subtracted from the amount calculated; or
- the additional expenditure reasonably and necessarily incurred by **you** for:
 - temporary repairs;
 - hire of alternative equipment;
 - labour, overtime and work on public

We will not pay:

- more than the cost of repairing or replacing the **damaged** part of an item of equipment including any necessary costs of dismantling and re-erection when **damage** is confined to that part;
- more than the sum insured for the item of equipment, if any, shown in the **certificate of insurance**;
- more than the **limit of liability** for any one item of equipment for Part A shown in the **certificate of insurance**;
- more than the pre-**breakdown** market value of the item of **mechanical equipment** where the **mechanical equipment** is not able to be repaired because any replacement part/s for the equipment cannot be purchased or manufactured. Where necessary, the estimated cost of unavailable parts will be

- holidays incurred in expediting the repairs;
- freight within Australia, including transportation as freight by any recognised airlines' scheduled service;
- removing, storing and disposing of debris being residue of **damaged insured property**.

- based on the cost of available parts for similar equipment which are still in production;
- for any costs to remove **pollutants** beyond the boundaries or **your location(s)**;
- for any additional expenditure exceeding more than 25% of the **replacement value** of the **damaged** equipment or the **limit of liability** for any one item of equipment shown in the **certificate of insurance**, whichever is the lesser.

Optional extension

(applicable to this Part A if the **certificate of insurance** shows **you** have selected this Optional extension)

We will also pay:

1. Deterioration of **refrigerated goods** cover

- following **breakdown** of refrigeration equipment covered under this Part A and for which a claim has been admitted, for:
 - the cost of replacing **refrigerated goods** rendered inedible or un-saleable including the cost of disposing of the **damaged** goods;
 - the expenses reasonably incurred to avoid or diminish or minimise the deterioration or putrefaction of the **refrigerated goods**.

For the purposes of this Optional extension, **we** will also cover such costs and expenses incurred as a result of:

- sudden and unforeseen failure due to breakdown of the public power supply causing cessation but not the deliberate act of the power supply authority to restrict or withhold supply;
- failure of temperature control or protective devices within refrigeration units or sudden leakage of refrigerant from the refrigeration machinery and associated piping system;
- contamination of stored stock by accidental escape of coolant or refrigerant into the cold chamber.

We will not pay:

- more than \$3,000 following any one **breakdown** or such other amount as shown in the **certificate of insurance**;
- for deterioration of **refrigerated goods** resulting from **breakdown** of equipment not covered under this Part A;
- for any loss arising from a change in temperature caused by the renewal or repair of fuses or electrical contacts, maintenance of equipment, ordinary working, wear and tear or gradual deterioration of the refrigeration equipment (unless such wear and tear or gradual deterioration results in sudden unexpected stoppage of the equipment);
- for deterioration of **refrigerated goods** as a result of any person deliberately switching off or disconnecting the power supply, whether for maintenance or otherwise.
- for loss or **damage** caused by shrinkage, inherent defects, natural deterioration or natural putrefaction of **refrigerated goods**;
- for the costs of replacement of **refrigerated goods** that are beyond their use by date.

Part B – Breakdown of electronic equipment

What is covered

We will cover **you** under this Part B for **breakdown** of **electronic equipment** which happens during the **period of insurance** within the **geographic limits** and after completion of successful initial commissioning and testing of the equipment.

What is not covered

In addition to the 'General exclusions applicable to all sections of the policy', **we** will not cover **you** under Part B of this section for:

1. **breakdown of electronic equipment:**
 - which was known by **you** to be defective before **damage** to such equipment occurred;
 - not belonging to **you**, or which is leased or hired in or hired out by **you** while it is out of **your** possession, care, custody or control on hire, rental, lease or loan;
 - from causes for which cover is not provided for **mechanical equipment** under Part A of this section;
 - due to atmospheric moisture or temperature unless directly resulting from damage to or malfunction of air-conditioning equipment;
 - due to **computer virus**;
2. the cost of replacement of consumable parts of equipment such as batteries, belts, chains, tapes, ribbons, filters, fuses, electric heating elements or electrical contacts worn through normal use or operation, unless replacement of such consumable part is necessary due to **damage** covered by this Part B;
3. the cost of replacing damaged data media material or lost or corrupted **electronic data** or programs and restoring the lost information onto the data media;
4. the cost of:
 - preventative maintenance work;
 - alterations, additions, improvements or overhauls whether carried out in the course of indemnifiable repairs or as a separate operation;
 - replacement or restoration of equipment or parts of equipment following normal wear and tear or gradual deterioration unless the wear and tear or gradual deterioration results in **breakdown** of the **electronic equipment**;
 - temporary repairs unless such repairs constitute part of the final repairs and do not increase the total repair costs.

Excess

We will deduct the **excess** shown in the **certificate of insurance** applicable to any one claim under Part B of this section or any Optional extension to it from the amount of **your** claim.

Basis of settlement – what we will pay

Following an event covered by Part B, we will pay for:

- the cost of repairs necessary to return the **damaged** item or part of the item to its former state of serviceability, including any necessary dismantling and re-erection; or
- the replacement cost of the item but where the equipment is more than three years old, **we** will deduct 15% for each year of age up to a maximum of 80%. Depreciation will not be applied to labour costs and any salvage will be subtracted from the amount calculated; and
- the additional expenditure reasonably and necessarily incurred by **you** for:
 - removing, storing and disposing of debris being residue of **damaged insured property**;
 - temporary repairs;
 - labour, overtime and work on public holidays incurred in expediting the repairs;
 - freight within Australia, including transportation as freight by any recognised airlines' scheduled service;
 - customs duties and dues, if any, to the extent that such expenses have been included in the sum insured for the item shown in the **certificate of insurance** for this Part B.

What we will not pay:

- more than the cost of repairing or replacing the **damaged** part of an item of equipment including any necessary costs of dismantling and re-erection when **damage** is confined to that part;
- more than the sum insured for the item of equipment, if any, shown in the **certificate of insurance**;
- more than the **limit of liability** for any one item of equipment for Part B shown in the **certificate of insurance**;
- more than the **pre-breakdown** market value of the item of **electronic equipment** where the **electronic equipment** is not able to be repaired because any replacement part/s for the equipment cannot be purchased or manufactured. Where necessary, the estimated cost of unavailable parts will be based on the cost of available parts for similar equipment which are still in production;
- for any additional expenditure exceeding more than 25% of the **replacement value** of the **damaged** equipment or the **limit of liability** for any one item of equipment shown in the **certificate of insurance**, whichever is the lesser.

Optional extensions

(applicable to this Part B if the **certificate of insurance** shows **you** have selected these Optional extensions)

What is covered

1. Data media material and records

Under this Optional extension 1, **we** will cover **you** if data media material suffers loss or damage during the **period of insurance** following an event covered under Part B and not otherwise excluded by this section 5 and

What is not covered

We will not cover **you** under this Optional extension 1 for any claim for:

- loss or distortion of data, information or records which does not arise from **breakdown** covered under Part B;
- loss or damage caused by atmospheric

we will pay for:

- the actual cost necessarily incurred by **you** to replace lost or damaged data media by new unused materials;
- charges for labour, overtime and work on public holidays incurred by **you** in expediting the restoration of **your electronic data** and/or records;
- any reasonable expenses which can be proved to have been incurred by **you** strictly for the purpose of restoring **your electronic data** or information in a condition equivalent to that existing prior to the occurrence of the damage to the data media.

Lost data or information may be produced in an updated form if the cost of doing so is no greater than that of reinstatement in the original form.

moisture or temperature unless directly resulting from damage to or malfunction of air-conditioning equipment;

- the cost of replacement of component parts worn through normal use or operation;
- loss or damage due to faults or defects known to **you** or any of **your officials, employees or volunteers** at the time of commencement of this section of the **policy** and not disclosed to **us**.
- more than the **replacement value** of lost data and records which are able to be purchased on the market;
- more than the cost of the record media as blank material when reinstatement is not commenced within a reasonable time of **us** granting **our** consent;
- for the value to **you** of the lost or damaged data and records.

2. Increase in cost of working cover

Under this Optional extension 2, **we** will cover **you** for the cost of an alternative computer or word processor and any increase during the **indemnity period** in **your** cost of working if the normal operation of the items covered under Part B is interrupted as a direct result of **breakdown** covered under this Part B and **we** will pay for:

- the cost of alternative equipment to replace the damaged equipment pending repair or replacement; and
- all actual additional expenditure **you** can prove has been necessarily and reasonably incurred during the **indemnity period** over and above the normal expenses which **you** would have incurred in the operation of the items covered under this Part B.

We will not cover under this Optional extension 2 any claim for:

1. Expenses incurred

- additional expenditure incurred in the first 48 hours following the event giving rise to a claim under this Optional extension 2;
- expenses incurred during interruption periods for cleaning, adjustment, maintenance or overhaul or alterations, additions or improvements to the insured items;
- expenses incurred after the **indemnity period** has expired;

2. Delay in repair or restoration

- any increase in cost of working exceeding four (4) weeks extension of interruption due to delay in the completion of repair or restoration of items of foreign manufacture arising from one or any combination of:
 - measures, restrictions or regulations imposed by any government authority;
 - the time required to procure replacement component parts or complete items overseas;
 - the time required to transport parts or complete items between the **location(s)** and the overseas place of repair or restoration;
 - time required to engage and transport overseas specialists or consultants to attend local repairs.

Specific conditions applicable to section 5

In addition to the General conditions applicable to all sections the following conditions apply to this section 5.

1. Adequacy of documentation

We will not be liable to make any payment under this section unless **you** have produced to **our** reasonable satisfaction all accounts, estimates, invoices, receipts and other documentation indicating that:

- repairs have been effected or cannot be effected because of unavailability of parts or that replacement of the whole equipment or machinery has taken place, as the case may be;
- for Optional extension 1 to Part B, media replacement has been effected or data restoration has taken place, as the case may be;
- for Optional extension 2 to Part B, additional expenditure has been incurred.

2. Maintenance agreements

Where an insured item is the subject of a maintenance agreement which provides both:

- preventative maintenance service; and
- remedial maintenance or repair service, providing both labour and parts to correct equipment malfunctions, repair internal damage and return equipment to good working order,

this section will, subject to the terms and conditions of this **policy**, cover any repair costs which are outside the scope of the maintenance agreement because of the operation of exclusions or provisions contained in that agreement.

3. Maintenance agreement on computers

Where an insured item is part of a computer, word processor or typesetting computer and is not the subject of any form of maintenance agreement, or is subject to one which provides only preventative maintenance service or a promise of service availability, Part B will only cover costs associated with the locating, diagnosis or rectification of mechanical, electrical or electronic failure, malfunction or **breakdown**.

4. You are required to:

- take reasonable precautions to prevent loss or damage and maintain and safeguard the **electronic equipment** and the **mechanical equipment** in good working order;
- comply with all manufacturers' operating instructions and recommended maintenance schedule and maintain the **electronic equipment** and the **mechanical equipment** in good working order;
- comply with all statutory obligations, regulations and safety requirements imposed by any authority;
- do all things reasonably practicable to minimise any interruption of or interference with the carrying out of **your operations** to avoid or diminish any loss where such loss is covered by this section.

Section 6 General Public and *Products* Liability Insurance

Specific Definitions

In addition to the words or phrases shown as General Definitions, whenever the following words appear in bold italics in this section, they have the meaning shown below. If there is a General Definition for the same word or phrase which is inconsistent, the following specific definition will prevail in this section.

advertising injury means:

- libel, slander, defamation or **malicious falsehood**; or
- infringement of any patent, copyright, title, logo, design or trademark, moral rights, plagiarism; or
- invasion of privacy; or
- breach of part V of the Trade Practices Act 1974 or corresponding Fair Trading legislation enacted throughout Australia (but not for criminal liability);

committed or alleged to have been committed during the **period of insurance** in any advertisement, publicity article, broadcast or telecast and arising out of **your** advertising or promotional activities or any activities conducted on **your** behalf in the course of advertising or promoting **your products**, goods or services.

geographic limits means anywhere in the world excluding the United States of America (the USA) or Canada provided that if **you** have no legal presence, whether by an attorney or registered company, parent company or **subsidiary** company in the USA or Canada, the **geographic limits** shall include these countries but only in respect of:

- **your products** exported to the USA or Canada without **your** knowledge or the knowledge of **your** agents or **employees**;
- visits for the benefit of the conduct of **your operations** by **your** directors, officers, **officials**, **employees** or **volunteers** normally resident in Australia not involving manual labour during such visits.

occurrence means an event or series of events, including continuous or repeated exposure to substantially the same general conditions, which results in **personal injury** or **property damage** or **advertising injury** neither expected nor intended from **your** standpoint. All **personal injury** or **property damage** attributable to one source or original cause shall be deemed to be the result of one **occurrence**. All **advertising injury** arising out of the same injurious material or act, regardless of the frequency or repetition thereof, the number and kind of media used or the number of claimants, shall be deemed to be the result of one **occurrence**.

tool of trade means in the case of a **vehicle** fitted with an item of mechanical, hydraulic and/or pneumatic plant, use of the plant for the purpose for which the item was designed, devised or constructed and not being use of the **vehicle** solely as a mode of conveyance.

you, your, yours means:

- a. the persons, entities or organisations named as the insured in the **certificate of insurance**;
- b. all **your subsidiaries** under **your** control and over which **you** exercise active management, both existing at the commencement date of the **period of insurance** and disclosed by **you** at the time of entering into the **policy**;
- c. any new **subsidiary** acquired by **you** during the **period of insurance** through consolidation, merger or purchase of its assets or in respect of which **you** assume effective control during the **period of insurance** provided:

- i) such company, organisation or entity is carrying on substantially the same **operations** as **yours**;
 - ii) such acquisition or assumption of control increasing your assets under management by more than 10% is reported to **us** within 90 days after it is effected; and
 - iii) **we** confirm continuation of cover for such new **subsidiary** company, organisation or entity by endorsement of this section of the **policy**;
- d. the **officials, employees** and **volunteers** of the insured designated in a, b or c above but only whilst acting within the scope of their duties in such capacity;
- e. any **official**, member or **volunteer** of:
- i) social and sporting clubs;
 - ii) canteen and welfare organisations;
 - iii) first aid, fire and security services;
 - iv) residents associations;
 - v) **committee**,
- which are incidental to **your operations**, formed with the consent of and operating under the control and supervision of the insured designated in a, b or c above but only whilst such **official**, member or **volunteer** is performing duties or activities in connection with such clubs, organisations, services, **committees** or associations;
- f. any principal in respect of his/her/its liability arising out of the performance by the insured designated in a, b or c above of any contract or agreement for such principal, but only to the extent required by such contract or agreement.

What is covered

We will cover **you** against **your** legal liability to pay **compensation** in respect of:

1. **personal injury**; and/or
2. **property damage**; and/or
3. **advertising injury**,

happening within the **geographic limits** and caused by an **occurrence** in connection with **your occupation** or **your products** during the **period of insurance**.

The costs of any first aid rendered to persons who suffer **personal injury**, at the time of an occurrence will also be covered.

What is not covered

In addition to the 'General exclusions applicable to all sections of this policy' and any other exclusions specifically referred to, **we** will not cover **you** under this section for:

1. **Aircraft, watercraft**

any liability for losses directly or indirectly arising out of or in connection with:

- a. the ownership, possession, maintenance, repair, operation or use by **you** of any **aircraft**;
- b. the operation of any **aircraft** landing pad or strip, airfield or airport;
- c. the ownership, possession, maintenance, repair, operation or use by **you** of any **watercraft** exceeding 8 metres in length other than vicarious liability arising out of the use of **watercraft** owned by others and used by **you** for business entertainment.

2. **Building operations**

any liability for losses directly or indirectly arising out of or in connection with:

- a. construction work (including additions or alterations to or erection of buildings), except that this exclusion shall not apply if the cost of such construction work does not exceed \$500,000;
- b. external construction activity carried out at a height of over 12 metres from the ground or demolition of buildings, except where disclosed to **us** and agreed by **us** in writing;
- c. vibration or weakening of, removal of or interference with support to land, buildings or other property;

any liability for losses attaching to **you** solely as builder or as project manager in respect of completed construction projects after the maintenance/defects period has expired;

3. Care custody and control

any liability for damage to property owned by **you**, held in trust by **you**, undergoing any process or being worked on by **you**, or in **your** custody or control, except to the extent covered by the extension (Property in **your** care custody and control) to this section;

4. Contractual liability

- a. any liability or obligation assumed by **you** under any contract, warranty or agreement unless such liability or obligation would have attached to **you** in the absence of such contract, warranty or agreement, but this exclusion shall not apply to:
 - liability arising from a provision in a contract for lease of real estate or personal property which obliges **you** to provide indemnity to the landlord for any liability attaching to the landlord from **your** activities;
 - liability assumed by **you** under a warranty of fitness or quality of **your products** implied by law;
 - liabilities assumed under such contracts as are shown in the **certificate of insurance** as having been agreed by **us**;
- b. any liability for losses arising out of or in connection with a delay in or a lack of performance by **you**, or on **your** behalf, of any contract or agreement;

5. Defective design

any liability for losses directly or indirectly arising out of or in connection with:

- a. defective design or error in the specification or formula of any of **your products**;
- b. the harmful nature of **your products**, or;
- c. unsuitability of **your products** for a use they are not designed for.

6. Deliberate advertising injury and other error

claims in respect of:

- a. **advertising injury** directly or indirectly arising out of or in connection with the publication or utterance of a libel or slander, or statement made, at the direction of **you** or **your** representative with the knowledge of the falsity thereof;
- b. breach of contract, other than misappropriation of advertising ideas under an implied contract;
- c. incorrect description of the price of **your products**, goods or services;
- d. failure of **your products**, goods or services to conform with advertised performance, quality, fitness or durability;
- e. any conduct, activity or omission by **you**, if **your** principal **operations** is advertising, broadcasting, publishing or telecasting.
- f. any deliberate infringement or passing off of a trade mark, service mark or trade name on any **products**, goods or services sold, offered for sale or advertised.

7. Employer's liability, industrial awards

- a. any liability for **personal injury** to any **employee** in respect of which **you** are or would be

entitled to indemnity under any policy of insurance, fund, scheme or self insurance pursuant to or required by any legislation relating to workers **compensation** or accident **compensation** whether or not such policy, fund, scheme or self insurance has been effected provided that this **policy** will respond to the extent that **your** liability would not be covered under any such policy, fund, scheme or self insurance arrangement had **you** complied with its obligations pursuant to such law;

- b. any liability imposed by the provisions of any industrial award or 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 or agreement or determination or contract of employment or workplace agreement;
- c. any liability for mental anguish suffered by any **employee** arising out of or in the course of his/her employment by **you**;
- d. any liability for **personal injury** arising out of the harassment, libel, slander, defamation or humiliation of, or **discrimination** against, any **employee** whilst in **your** employment;
- e. any liability arising directly or indirectly out of or in connection with the hiring, promotion, demotion or discrimination against an **employee** or applicant for employment.

For the purposes of this exclusion only, **employee** as defined in the General definitions is extended to include any person deemed by legislation in respect of work related accident **compensation** or occupational health and safety to be an **employee** of **yours** or a worker in relation to **you**;

8. Faulty workmanship, product recall

compensation, costs and expenses incurred in respect of:

- a. performing, completing, correcting, repairing, re-doing, replacing or improving any work or service undertaken by **you** or on **your** behalf. This does not apply to damage to other property resulting from such work or service;
- b. the repair, reconditioning or replacement of **your products** or in making any refund on the price paid for any of **your products**;
- c. the withdrawal, recall, inspection, repair, replacement or loss of use of **your products** or 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 or deficiency therein;

9. Imports

Any liability directly or indirectly arising out of or in connection with the importation of goods for resale, unless agreed in writing by us.

10. Leased property

any liability for losses directly or indirectly arising out of or in connection with **your** failure to insure property rented or leased by **you** where **you** are contractually obliged to effect insurance for the benefit of a third party in respect thereof.

11. Liability arising from particular products

claims directly or indirectly arising out of or in connection with **your products** if they are:

- a. second-hand electrical goods unless appropriately tested; or
- b. manufactured, constructed, installed, erected, assembled, maintained, amended, enhanced, altered or otherwise processed, serviced, repaired or treated by **you** in the United States of America and/or Canada; or
- c. sold, supplied or distributed in the USA or Canada whilst **you** have a legal presence in the USA or Canada, whether by an attorney or registered company, parent company or **subsidiary** company;
- d. **your products** or work performed by **you** in any country, state or territory where the law applicable requires that such liability shall only be insured or secured with an insurer or organisation licensed or authorised in that country, state or territory.

13. Pollution

- a. any liability for losses arising out of or in connection with the discharge, dispersal, release or escape of **pollutants**;
- b. the cost of removing, nullifying or cleaning up **pollutants**;
- c. the cost of preventing the escape of **pollutants**.

This exclusion will not apply to liability which arises from a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place within one **period of insurance** outside the United States of America or Canada;

14. Refund

the refund of fees paid to **you**, or any trading debt incurred, or any guarantee in respect of such debt given by **you**.

15. Sexual abuse

any liability arising from actual or alleged molestation or **sexual abuse**, except where provided under Optional extension 1.

16. Gases

Liability arising from the manufacture, storage, filling, breaking down or transport of gases and/or air under pressure in containers, other than butane and other cooking gases when contained in low pressure containers.

17. Vehicles

any liability for losses directly or indirectly arising out of or in connection with the ownership, possession, maintenance, operation or use by **you** of any **vehicle**:

- a. which is registered or required to be registered by virtue of any legislation (whether or not such registration has been effected or renewed); or
- b. in respect of which compulsory statutory liability or accident **compensation** indemnity insurance is required by virtue of any legislation (whether or not such insurance has been effected or renewed or its terms and conditions complied with),

Provided always that this exclusion does not apply to:

- a. liability for **personal injury** where such compulsory statutory liability or accident **compensation** indemnity insurance scheme:
 - i) does not indemnify **you** for such liability;
 - ii) does not provide indemnity for such liability for reasons that do not involve a breach by **you** of the relevant legislation or **your** failure to lodge a **claim** against the particular scheme;
- b. liability for **property damage** arising out of the loading or unloading of goods to or from a **vehicle**;
- c. use of a **vehicle** as a **tool of trade**;
- d. liability which attaches to **you** by reason of the operation or use of a **vehicle** belonging to **you** by any person without **your** consent and for which **you** have no indemnity under any other policy of insurance.

18. Professional liability

any **claim** directly or indirectly arising out of or in connection with the rendering of or failure to render professional advice or service or any error or omission connected therewith including without limitation any **claim** made against any person who is a **medical practitioner** or a registered **health professional** where the **claim** is in connection with such person acting in their capacity as a **medical practitioner** or prescribed **health professional**;

19. Tobacco

Personal injury directly or indirectly out of or in connection with the inhalation or ingestion of, or exposure to:

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

20. Extreme or hazardous pursuits

any liability for losses directly or indirectly arising out of or in connection with the **operations** of and/or participation by **you** or any person with **your** consent in any:

- a. aerial activities or extreme sports such as but not limited to gladiator games, paintball/skirmish games, rock climbing, vertical and horizontal bungee jumping, hot-air ballooning, air piloting, parascending, hang-gliding, parachuting or base jumping;
- b. hunting or rifle/firearms shooting;
- c. canyoning, white water canoeing, kayaking, rafting or jet skiing;
- d. winter sports other than skiing;
- e. underground or underwater activities;
- f. professional sports;
- g. jumping or rodeo equestrian activities;
- h. motor racing, motor rallies, off-road four wheel driving or dune buggies driving or use of trail bikes or quad bikes;
- i. any other hazardous activities to which **we** have not agreed in writing.

How much we will pay

Except where **we** agree otherwise in writing, the cover **we** provide under this **policy** shall not exceed the sum insured or applicable **limit of liability** shown in the **certificate of insurance**.

Further, **our** total liability during any one **period of insurance** for all claims arising during the **period of insurance** shall not exceed, where applicable, any aggregate **limit of liability** shown in the **certificate of insurance**.

However, for legal liability arising out of **your products**, the maximum **we** will pay in respect of any one **claim** or series of claims arising out of any one **occurrence** and in the aggregate for all such claims during any one **period of insurance** is the **limit of liability**.

We will make the following payments (the Additional payments) in addition to the **limit of liability** or any sub-limit of liability applicable under the extensions to this section:

- all legal costs and other expenses, including those associated with any inquiry, incurred by **us** or incurred by **you** with **our** prior written consent in the settlement or defence of any **claim** in respect of which **you** are entitled to indemnity under this section or if sustained would be so entitled;
- all expenses incurred by **you** for emergency first aid rendered to third parties at the time of an **occurrence** covered by this section,

provided always that:

- where the amount required to settle a **claim** exceeds the **limit of liability** or applicable sub-limit of liability, **our** liability to make the Additional payments will be limited to that proportion of the Additional payments as the **limit of liability** or sub-limit of liability bears to the amount required to settle the **claim**;
- the Additional payments made in connection with claims and/or actions instituted against **you** in the USA or Canada or to which the laws of the USA or Canada apply will form part of the **limit of liability** or applicable sub-limit of liability and will not be additional to the **limit of liability** or applicable sub-limit of liability.

Excess

We will deduct the **excess** shown in the **certificate of insurance** for any one **claim** under this section from the amount of **your claim**.

Automatic Extensions

Under this section, we will also cover:

1. **Property in *your* care custody and control**
 - ***you*** for ***your*** legal liability for ***damage*** to:
 - a. leased or rented ***location(s)*** (including fixtures and fittings) not owned by ***you***;
 - b. ***location(s)*** at which ***you*** are undertaking work in connection with ***your operations*** and the contents of such ***location(s)*** which are in ***your*** care, custody or control;
 - c. ***vehicles*** (including spare parts and accessories thereon) not belonging to or used by ***you*** in connection with ***your operations*** whilst within a car park belonging to or under ***your*** control provided the car park is not used for any motor trade purposes;
 - d. property belonging to any person authorised to be on ***your location(s)***;
 - e. any other property not mentioned in clauses a to d above and which is in ***your*** care, custody or control.

we will not pay for:

- more than the ***limit of liability*** as stated in ***your certificate of insurance***, for 1 a to d.
- more than \$100,000 for any one ***claim*** arising from any one ***occurrence*** and in the aggregate for all such claims in any one ***period of insurance*** or for such higher amount as shown in the ***certificate of insurance***, in respect of 1 e.

Optional extension

(applicable to this Section if the *certificate of insurance* shows *you* have selected the Optional extension)

What is covered

1. ***Sexual abuse by unknown offenders:***
 - any liability attaching to ***you*** for ***sexual abuse*** where the perpetrator of the ***sexual abuse*** was
 - a. a representative, member, ***employee***, ***volunteer*** or service provider of ***yours***; and
 - b. you had in place the necessary protocols required by legislation to limit or prevent such abuse.

What is not covered

- any ***compensation*** where;
- a. the ***sexual abuse*** is committed with ***your*** consent or through deliberate neglect on ***your*** part;
 - b. ***sexual abuse*** is committed by ***you*** against any ***official***, ***employee*** or ***volunteer***;
 - c. ***you*** knew or ought reasonably to have known that the perpetrator of the ***sexual abuse*** had previously:
 - i. committed ***sexual abuse***; and/or
 - ii. been convicted of ***sexual abuse***; and/or
 - iii. whilst being a representative, member, ***employee***, ***volunteer*** or service provider of ***yours***, been the subject of a prior complaint in respect of a ***sexual abuse*** which had not been appropriately

	<p>investigated by you.</p> <p>d. the compensation exceeds the limit of liability for this extension as stated in the certificate of insurance.</p>
<p>2. Medical Malpractice</p> <p>your liability for claims arising out of bodily or mental injury or death caused by:</p> <ul style="list-style-type: none"> a. any act, error or omission or conduct for professional services rendered by any nurse, technician or volunteer (but not a medical practitioner or a midwife) for whom you are legally liable; or b. an act, error, omission or conduct of a registered medical practitioner or healthcare professional, but only in respect of liability attaching to you only. 	<ul style="list-style-type: none"> • more than the limit of liability as stated in your certificate of insurance, for Medical Malpractice.

Specific Conditions

In addition to the 'General conditions applicable to all sections of the policy shown on, the following specific conditions apply to this section 6.

1. Defence of claims

We shall be entitled but not obliged to take over and conduct in **your** name the defence or settlement of any **claim** covered by this section.

Section 7 Professional Indemnity Insurance

Specific Definitions

In addition to the words or phrases shown as General Definitions, whenever the following words appear in bold italics in this section, they have the meaning shown below. If there is a General Definition for the same word or phrase which is inconsistent, the following specific definition will prevail in this section.

breach of professional duty means any actual or alleged act, breach of duty, breach of trust, neglect, error, misstatement, misleading statement, omission in a professional capacity under any form of civil law by **you**.

geographic limits means anywhere in the world excluding the United States of America (the USA) or Canada.

interrelated wrongful acts means **wrongful acts** which have as origin any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions.

you, your, yours means:

- a. the persons, entities or organisations named as the insured in the **certificate of insurance**;
- b. all **your subsidiaries** under **your** control and over which **you** exercise active management, both existing at the commencement date of the **period of insurance** disclosed by **you** at the time of entering into the **policy**;
- c. any new **subsidiary** acquired by **you** during the **period of insurance** through consolidation, merger or purchase of its assets or in respect of which **you** assume effective control during the **period of insurance** provided:
 - i. such company, organisation or entity is carrying on substantially the same **operations** as **yours**;
 - ii. such acquisition or assumption of control increasing your assets under management by more than 10% is reported to **us** within 90 days after it is effected; and
 - iii. **we** confirm continuation of cover for such new **subsidiary** company, organisation or entity by endorsement of this section of the **policy**;
- d. past, present and future **employees, officials or volunteers** of the insured designated in a, b or c above but only whilst performing duties or activities in a professional capacity in connection with the **operations**;
- e. any principal in respect of his/her/its liability arising out of the performance by the insured designated in a, b or c above of any contract or agreement for such principal, but only to the extent required by such contract or agreement.

wrongful act means any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, omission, breach of warranty of authority or other act wrongly committed or attempted by any **official** in the discharge of their duties or any liability asserted against them while acting in the course of their duties in their individual or collective capacities as **official**.

What is covered

We will indemnify **you** under this section against **your** legal liability to pay **compensation** and **defence costs** as a result of any **claim** for actual or alleged **breach of professional duty** in connection with **your operations**, provided that:

1. the **claim** is first made against **you** during the **period of insurance**, and notified to **us** in writing during that **period of insurance**, or during any extended notification period allowed by this **policy of insurance**; and
2. **our** total liability for **compensation** and all **defence costs** arising from all claims, first made against **you** or an **official, employee** or **volunteer** and notified to **us** during the **period of insurance**, after deduction of the **excess** does not exceed the aggregate limit of liability stated in the **certificate of insurance**, and
3. **you** must take all reasonable care and diligence in the selection, appointment and supervision of persons undertaking professional duties on **your** behalf, and
4. the **breach of professional duty** occurs in connection with **your operations**, within the **geographic limits** of the **policy**.

What is not covered

In addition to the 'General exclusions applicable to all sections of this policy', and any other exclusions specifically referred to, **we** will not cover **you** under this section for:

1. Retroactive date

claims arising from any act error or omission occurring or committed prior to the **retroactive date** shown in the **certificate of insurance**;

2. Dishonesty

claims in respect of liability for dishonest, fraudulent, criminal or malicious breach of duty by any **official, employee** or **volunteer**;

3. Advertising and broadcasting liability

Liability arising from any conduct, activity or omission by any person or entity insured under this **policy** whose principal business is advertising, broadcasting, publishing or telecasting

4. Delay

any liability arising out of delay in or a lack of performance by **you**, or on **your** behalf, of any contract or agreement;

5. Director's Liability

any liability attaching to **you** or **your employee, official** or **volunteers** as a director of any corporation, association or other incorporated body;

6. Employer's liability

any liability to any **employee** or to any person deemed to be employed by you under any legislation relating to workers **compensation** or accident **compensation** or similar legislation relating to employment or to any employment applicant.

7. Financial or Legal Advice

any investment, financial or legal advice or information or opinion or failure to provide advice or information.

8. Known Circumstances or Prior acts

- a. any act, error or omission occurring or committed prior to the **retroactive date**; or
- b. any **known circumstance**; or
- c. facts or circumstances which were notified to **your** insurer under the provisions of any insurance policy in force prior to the commencement of this **policy**; or
- d. any act, error or omission of any **official, employee** or **volunteer** in a prior

employment..

9. Medical Advice, Procedures or Drugs

Any liability attaching to **you** or to any person who is a **medical practitioner** or a self-employed **health professional** where the **claim** is in connection with such person acting in their capacity as **medical practitioner** or self-employed **health professional**, not limited to but including:

- the performance or recommendation of any operation to produce sterility; or
- the use of drugs for weight reduction; or
- the performance of any procedure carried out under general anaesthesia.

10. Products liability

Claims arising out of or in connection with **your products**.

11. Trading debt

the refund of fees paid to **you**, or any trading debt incurred, or any guarantee in respect of such debt given by **you**.

12. Sexual abuse

any liability arising from actual or alleged molestation or **sexual abuse**.

13. Building and real estate operations

any liability for losses directly or indirectly arising out of or in connection with:

- a. construction work (including additions or alterations to or erection of buildings), real estate valuation, conveyancing, engineering, design, planning, surveying, feasibility studies, investigations and reports.

14. Drugs

any liability attaching to **you** in respect to non ethical drugs or prescription drugs administered by **you** without consent from a **medical practitioner** or **health professional**.

How much we will pay

Except where **we** agree otherwise in writing, the cover **we** provide under this **policy** shall not exceed the aggregate **limit of liability** shown in the **certificate of insurance**.

We will make the following payments (the Additional payments) in addition to the **limit of liability** or any sub-limit of liability applicable under the extensions to this section all legal costs and other expenses, including those associated with any inquiry, incurred by **us** or incurred by **you** with **our** prior written consent in the settlement or defence of any **claim** in respect of which **you** are entitled to

indemnity under this section or if sustained would be so entitled, provided always that:

- where the amount required to settle a **claim** exceeds the **limit of liability** or applicable sub-limit of liability, **our** liability to make the Additional payments will be limited to that proportion of the Additional payments as the **limit of liability** or sub-limit of liability bears to the amount required to settle the **claim**;
- the Additional payments made in connection with claims and/or actions instituted against **you** in the USA or Canada or to which the laws of the USA or Canada apply will form part of the **limit of liability** or applicable sub-limit of liability and will not be additional to the **limit of liability** or applicable sub-limit of liability.

Excess

We will deduct the **excess** shown in the **certificate of insurance** for any one **claim** under this section from the amount of **your claim**.

Automatic extensions

This Part automatically covers **you** up to the limit shown in the applicable extension, or alternatively shown in the **certificate of insurance**, in respect of the following:

1. Attendance at official investigations or inquiries

We will pay **defence costs** incurred by **you** with **our** prior consent in attending any investigation, examination, inquiry or other proceedings ordered or commissioned by any **official** body or institution, where **you** are legally compelled by such body or institution to attend such investigation, examination, inquiry or proceeding involving an allegation of a **wrongful act** committed after the **retroactive date** and which may lead to a **claim** under this **policy**.

We shall be entitled but not obliged to appoint appropriately qualified legal representatives to represent **you** during the investigation, examination, inquiry or other proceedings.

2. Breach of confidentiality

We will indemnify **you** against any **claim** first made against **you** during the **period of insurance** for unintentional breach of confidentiality, provided **you** did not permit or condone the alleged act, error or omission giving rise to the **claim**.

3. Disciplinary inquiry costs

We will indemnify **you** for reasonable legal costs and expenses incurred as a result of any notice requiring the attendance of an **official** at an formal inquiry or prosecution or hearing of a disciplinary nature held before a legally constituted industry or professional board **committee** received by the **official** during the **period of insurance**;

Provided that:

- **we** are immediately advised of the notice of attendance and the legal costs and expenses are incurred with **our** prior written consent; and
- regular or overtime wages, salaries or fees of **your official** are excluded from this indemnity; and
- **we** shall be entitled but not obliged to appoint appropriately qualified legal representatives to represent **you** during the inquiry or prosecution or hearing of a disciplinary investigation;
- **our** total liability under this clause shall not exceed \$100,000 during the **period of insurance**.

4. Dishonesty of official, employee or volunteer

Notwithstanding general exclusion 4, **we** will indemnify **you** against any **claim** brought about or contributed to by any dishonest, fraudulent, malicious or illegal act or omission of any **official, employee or volunteer** first made against **you** during the **period of insurance**;

Provided always that:

- **you** did not permit or condone such act or omission; and
- the indemnity does not extend to loss of **money**, bearer bonds, coupons, stamps, bank notes, currency notes or negotiable instruments of any kind belonging to **you**; and
- where the loss involves theft or misappropriation of funds, **you** maintained a separate trust account for the funds entrusted to **you**, which account necessitated the signature of two authorised persons on every cheque drawn on it, and was independently audited by a duly qualified accountant at least once annually; and
- such loss is first discovered by **you** during the **period of insurance** and is notified in writing to us within twenty-eight (28) days after the date of such discovery; and
- **we** will not be liable for any loss sustained in consequence of any act or omission occurring after the date of the discovery of, or of reasonable cause for suspicion of dishonest, fraudulent, malicious or illegal conduct on the part of the **official, employee or volunteer** concerned; and
- indemnity is not provided to the **official, employee or volunteer** guilty of the fraud or dishonesty concerned; and
- the deductible shown in the **certificate of insurance** applies to each and every individual dishonest, fraudulent, malicious or illegal act or omission.

5. Loss of documents

In the event of loss of or **damage** to **documents** not belonging to **you** and in **your** care, custody and control, **we** will indemnify **you** in respect of all expenses reasonably incurred by **you** in replacing or restoring such **documents**, including the *rewriting of records*; provided that:

1. such loss or **damage** is sustained during the **period of insurance** while the **documents** are on **your location(s)**, or in transit anywhere in the world, or in the custody of any person to whom **you** have entrusted, lodged or deposited such **documents** in the ordinary course of **your operations**;
2. **we** are notified in writing within twenty-eight (28) days of the loss or **damage** being brought to **your** attention;
3. prior to such notification, **you** have made diligent search of any lost or mislaid **documents**;
4. the amount of any **claim** for such expenses are supported by invoices and accounts approved by a competent person appointed by **you** with **our** consent; and
5. **our** total liability under this clause does not exceed \$25,000 during the **period of insurance**.

6. Trade Practices Acts

We will indemnify **you** for **your** legal liability in respect of claims made against **you** and notified to **us** during the **period of insurance** arising from the provisions of the Trade Practices Act 1974 (Commonwealth), the Fair Trading Act of a State or Territory or similar consumer protection legislation, but not being claims arising:

- under the penal or criminal provisions of any of those statutes; or
- from conduct of **you** or any of **your official** which is fraudulent or intended to mislead or deceive.

Optional extensions

If **you** have paid the appropriate premium and the relevant extension is shown in **your certificate of insurance** as having been allowed, **we** will also cover **you** up to the limit shown in the **certificate of insurance** as follows:

1. Contractual liability

We will cover liability assumed by **you** under any contract or agreement which has been agreed by us in writing.

Section 8 Liability of Officials

Specific Definitions

In addition to the words or phrases shown as General Definitions, whenever the following words appear in bold italics in this section, they have the meaning shown below. If there is a General Definition for the same word or phrase which is inconsistent, the following specific definition will prevail in this section.

geographic limits means anywhere in the world excluding the United States of America (the USA) or Canada.

interrelated wrongful acts means **wrongful acts** which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions.

other official position means the position of director, public officer, **official**, officer, trustee, governor, councillor, secretary or equivalent directorial or executive position held with **your** knowledge and consent, by this representative of the **operations** in an **outside entity**.

outside entity means another child care organisation other than **you** in which the **other official position** is held.

you, your, yours means:

- a. the persons, entities or organisations named as the insured in the **certificate of insurance**;
- b. all **your subsidiaries** under **your** control and over which **you** exercise active management, both existing at the commencement date of the **period of insurance** and disclosed by **you** at the time of entering into the **policy**;
- c. any new **subsidiary** acquired by **you** during the **period of insurance** through consolidation, merger or purchase of its assets or in respect of which **you** assume effective control during the **period of insurance** provided:
 - i. such company, organisation or entity is carrying on substantially the same **operations** as **yours**;
 - ii. such acquisition or assumption of control increasing your assets under management by more than 10% is reported to **us** within 90 days after it is effected; and
 - iii. **we** confirm continuation of cover for such new **subsidiary** company, organisation or entity by endorsement of this section of the **policy**;
- d. the **officials** of the insured designated in a, b or c above but only whilst acting within the scope of their duties in such capacity;

wrongful act means any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, omission, breach of warranty of authority or other act wrongly committed or attempted by any **official** in the discharge of their duties or any liability asserted against them while acting in the course of their duties in their individual or collective capacities as **official**.

What is covered

We will indemnify under this section:

- **Officials** against their legal liability to pay **compensation** and **defence costs** as a result of any **wrongful act**;
- **You** for any payment which **you** are legally permitted or required to make to or on behalf

What is not covered

In addition to the 'General exclusions applicable to all sections of this policy' and any other exclusions specifically referred to, **we** will not cover **you** under this section for:

1. a. **personal injury** or death of any person; or

of the **officials** in respect of any **wrongful act**,

- **You** against **your** legal liability to pay **compensation** and all **claimants costs** and **defence costs** as a result of any **claim**.

Provided that:

- the **wrongful act** did not arise from any act error or omission occurring or committed prior to the **retroactive date** shown in the **certificate of insurance**;
- the **wrongful act** did not arise in respect of any entity or organisation incorporated outside the **geographic limits** of this **policy**, unless **we** have otherwise agreed in writing;
- the **claim** is first made whether jointly or severally against the **official** or **you** during the **period of insurance**, and notified to **us** in writing during the **period of insurance**, or during any extended notification period allowed by this **policy**;
- **our** total liability arising from all claims first made against the **official** and/or **you** and notified to **us** during the **period of insurance**, after deduction of any **excess**, does not exceed the aggregate limit of liability stated in the **certificate of insurance**.

For the purposes of this Section, all claims arising out of one **wrongful act** and/or **interrelated wrongful acts** of any **official** shall be deemed to be one **claim** made in the **period of insurance** in which the **claim** is first made or deemed to be made against the **official**.

- b. destruction of or damage to or loss of use of tangible property.
2. a. any **official** having improperly benefited from securities transactions as a result of information that was not available to other sellers and/or purchasers of such securities; or
b. any **official** having gained any personal advantage to which he/she was not legally entitled;
 - provided this exclusion shall only apply to the extent that the **officials** relevant conduct has been established by a judgement or other final adjudication.
3. legal action brought by or on behalf of **you** or any **official** or their estates heirs representatives successors or assigns against any other **official**, other than as provided in this section of the **policy**.
4. the issue of any prospectus type document and/or initial public offering of securities in connection with any debt raising or incorporation or change in the incorporation of **you**.
5. any action brought by or on **your** behalf or on the behalf of **your official(s)** except where provided under Automatic extension 2 Insured vs. Insured cover.
6. any liability arising from actual or alleged molestation or **sexual abuse**.
7. a. any employment practices liability, either for an individual director or officer, a company or other entity;
b. any liability for assault or battery committed by **you** or at **your** direction, or by **officials, employees or volunteers** unless the assault or battery committed is reasonable and is for the purpose of preventing or eliminating danger to persons or property.
8. a. a breach or alleged **breach of professional duty**; or
b. a breach or alleged breach of any contract for the provision of professional services and/or professional advice.
9. a. total or partial destruction, distortion, erasure, corruption, alteration,

misinterpretation or misappropriation of **electronic data**,

- b. errors in creating, amending, entering, deleting or using **electronic data**, or
- c. total or partial inability or failure to receive, send, access or use **electronic data** for any time at all from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

10. **Contractual liability**

any liability or obligation assumed by an **official** under any contract, warranty or agreement unless such liability or obligation would have attached to the **official** in the absence of such contract, warranty or agreement,

11. **Known Circumstances or Prior acts**

- a. any act, error or omission occurring or committed prior to the **retroactive date**; or
- b. any **known circumstance**; or
- c. facts or circumstances which were notified to **your** insurer under the provisions of any insurance policy in force prior to the commencement of this **policy**.

12. **Pollution**

- a. any liability for losses arising out of or in connection with the discharge, dispersal, release or escape of **pollutants**;
- b. the cost of removing, nullifying or cleaning up **pollutants**;
- c. the cost of preventing the escape of **pollutants**.

How much we will pay

Except where **we** agree otherwise in writing, the cover **we** provide under this **policy** shall not exceed the aggregate **limit of liability** shown in the **certificate of insurance**.

We will make the following payments (the Additional payments) in addition to the **limit of liability** or any sub-limit of liability applicable under the extensions to this section:

- all legal costs and other expenses, including those associated with any inquiry, incurred by **us** or incurred by **you** with **our** prior written consent in the settlement or defence of any **claim** in respect of which **you** are entitled to indemnity under this section or if sustained would be so entitled;

provided always that:

- where the amount required to settle a **claim** exceeds the **limit of liability** or applicable sub-limit of liability, **our** liability to make the Additional payments will be limited to that proportion of the

Additional payments as the **limit of liability** or sub-limit of liability bears to the amount required to settle the **claim**;

Excess

We will deduct the **excess** shown in the **certificate of insurance** for any one **claim** under this section from the amount of **your claim**.

Automatic extensions

This Part automatically covers **you** up to the limit shown in the extension, or alternatively shown in the **certificate of insurance**, in respect of the following:

1. Attendance at official investigations or inquiries

We will pay **defence costs** incurred with **our** prior consent by an **official** in attending any investigation, examination, inquiry or other proceedings ordered or commissioned by any **official** body or institution, where the **official** is legally compelled by such body or institution to attend such investigation, examination, inquiry or proceeding and which involves an allegation of a **wrongful act** committed after the **retroactive date** and which may lead to a **claim** under this **policy**.

2. Insured vs Insured cover

We will cover any **official** in respect of the following:

- a **claim** for contribution or indemnity by another **official** for which a **claim** has been admitted under this Part;
- any shareholder derivative action brought or maintained in his/her/its own right or on behalf of **you**, provided the shareholder was not an **official** at the time of the **wrongful act**;
- any derivative action brought or maintained by a court-appointed liquidator, receiver or administrative receiver on behalf of **you**;
- any **claim** brought against the **official** by any regulatory authority of competent jurisdiction on behalf of **you**;
- a **claim** brought or maintained against the **official** by any person including another **official** alleging **discrimination**, harassment, defamation, breach of contract, unfairness in employment, denial of natural justice in the performance of their office on behalf of **you** provided that **our** liability under this item shall not exceed \$1,000,000 or the limit of liability under this section, whichever is the lesser, during any one **period of insurance**;

Provided always that:

- the person in whose name the **claim** is made, acts without any prior direct or indirect solicitation or enticement of or with any other **insured** under this Part (other than co-operation legally required by any statutory or regulatory authority);
- the **claim** is not brought about by or contributed to by and does not involve industrial disputes (whether between the **operations** and **employees** or their union or otherwise), strike, picket, lock out, go slow or work to rule;
- the **claim** does not arise from any act or omission for which indemnity is provided by another section of this **policy**;
- the **claim** does not arise as a result of any act or omission committed by an **official** with a reckless disregard for its consequences.

3. Occupational Health & Safety

We will pay **defence costs** in respect of any **claim** made against an **official** for a breach or alleged

breach of any Commonwealth, State or Territory Occupational Health & Safety legislation.

4. Other **Official Position**

We will provide indemnity for any **other official position** which is held by an **official** at the commencement of the period of cover or which is assumed by the **official** during the period of cover;

Provided always that:

- no indemnity whatsoever is available under this extension to the **outside entity** in which such other **official position** is held;
- the other **official position** is disclosed to **us** within 30 days of **you** becoming aware of the **official** holding any **other official position**;
- the indemnity will not extend to any other officer or **employee** of such **outside entity** who is not also an **official**;
- the **wrongful act** giving rise to the **claim** occurred during the period for which such **other official position** is held or before the **official** ceased holding the position;
- the indemnity applies in **excess** of any other indemnity available to such **official** by reason of serving in such **other official position**; and
- cover under this extension is non-cumulative with any other insurance issued by **us** to the said **outside entity**.

5. Preservation of indemnity

If an **official** is not able to obtain indemnity from the **operations** for a **claim** made against him or her by reason only of the **operations** being placed in liquidation (other than voluntary liquidation), then **we** will indemnify the **official** under this **policy**, provided the burden of providing satisfactory proof to obtain the benefit of this extension shall rest entirely with the **official**.

6. Run-off cover for subsidiaries

Where an entity ceases to be a **subsidiary** during the **period of insurance**, **we** will provide indemnity in respect of such **subsidiary** and its **officials** but only in respect of claims for **wrongful acts** preceding the time when such entity ceased to be a **subsidiary**.

Optional extension

If **you** have paid the appropriate premium and the relevant extension is shown in **your certificate of insurance** as having been allowed, **we** will also cover **you** up to the limit shown in the applicable extension below or alternatively in the **certificate of insurance** as follows:

1. Indemnifiable fines & penalties

Notwithstanding exclusion 4 under 'Exclusions applicable to sections 6, 7, 8 and 9 only', **we** will indemnify an **official** against any penalty insurable at law and payable by the **official** upon conviction for an offence under an Act specified below arising from criminal proceedings:

- first brought against an **official** during the **period of insurance**; and
- notified to **us** during the **period of insurance**, and
- which arises from a **wrongful act** committed or alleged to have been committed by such **official**.

Provided that:

- the indemnity does not extend to any penalty arising out of the failure of the **official** to comply with any lawful consent, demand, determination, notice, order, or the like issued under the Act; and
- the total amount payable by **us** in any **period of insurance** shall be a maximum of \$100,000 or such other aggregate limit of liability as may be shown in the **certificate of insurance** against this extension.

For the purpose of this extension 'Act' means, as the context requires:

- The Trade Practices Act 1974;
- The Privacy Act 1988;
- The Corporations Act 2001;
- The Associations Incorporation legislation of any State or Territory of Australia;
- The Occupational Health & Safety legislation of any State or Territory of Australia;

including any amendment to, or replacement or re-enactment of any such legislation, any regulation or other subordinate legislation made under these statutes, and any equivalent legislation of a State or Territory of Australia.

'Penalty' under this extension shall mean a fine or other cash penalty imposed by law.

Section 9

Employment Practices Liability Insurance

Specific Definitions

In addition to the words or phrases shown as General Definitions, whenever the following words appear in bold italics in this section, they have the meaning shown below. If there is a General Definition for the same word or phrase which is inconsistent, the following specific definition will prevail in this section.

back-pay means, following an order of reinstatement or re-employment, solely the amount **you** are obliged to pay an **employee** for the period between the time of incorrect termination of the **employee's** employment and the time the **employee** is reinstated or re-employed.

wrongful act means any of the following:

- wrongful refusal to employ an applicant for employment;
- wrongful failure to promote, wrongful demotion, negligent evaluation of an **official** or **employee**, negligent reassignment or wrongful disciplinary action against such **official** or **employee**;
- wrongful, unfair or unlawful termination of employment, including constructive dismissal;
- retaliatory treatment against an **official** or **employee** on account of the **official** or **employees** exercise of his or her legal rights;
- unlawful workplace harassment, including sexual harassment or **discrimination**;
- oral or written publication of material that slanders, defames or libels an **official** or **employee** or violates or invades an **official** or **employees** right of privacy.

Interrelated wrongful act means **wrongful act** which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions.

What is covered

We will indemnify **you** or any **official** under this section of the **policy** for all sums including **back-pay** and all **defence costs you** or the **official** are legally liable to pay as a result of any **claim** by a current or former **official** or **employee**, or applicant for employment alleging a **wrongful act**.

Provided that:

1. A **wrongful act** shall include an unfair or unlawful omission to act;
2. the alleged act or omission arises from **your operations** carried out within the **geographic limits**;
3. all **interrelated wrongful acts** alleged by any claimant against **you** shall be regarded as a single **wrongful act** when the first of those acts occurred;
4. the **claim** is first made against **you** or the **official** during the **period of insurance** and

What is not covered

In addition to the 'General exclusions applicable to all sections of this policy' and any other exclusions specifically referred to, **we** will not cover **you** under this section for:

1. any act, error or omission which occurs after:
 - a. **you** are placed in any bankruptcy or insolvent administration; or
 - b. any other entity acquires a majority or controlling interest in **you**.
2. oral or written publication of material, if such material was published by or at **your** direction with knowledge of the material's falsity.
3. payments **you** are already obliged to make pursuant to an express obligation, whether under a statute, award, contract of employment or otherwise (except **back-pay**), or arising from the breach of the obligation to make such payment.
4. **Personal injury** to any person unrelated to

notified to **us** in writing during that period or during any extended reporting period allowed by this **policy**; and

5. **our** total liability arising from all claims, first made against **you** or the **official** and notified to **us** during the **period of insurance**, after deduction of any **excess** does not exceed the aggregate limit of liability stated in the **certificate of insurance**.

employment by or an application for employment by **you**.

5. destruction of or damage to or loss of use of tangible property.
6. any requirement for physical modifications to **your location(s)**, fixtures, fittings, plant or equipment or changes to **your usual operations** operations.
7. lockouts, strikes, picket lines, stand downs, related worker replacement or other similar actions resulting from industrial disputes or negotiations.
8. organisation-wide or **subsidiary**-wide industrial disputes.
9. Claims that arise, or should more properly be bought, any of the following laws:
 - a. laws relating to workers **compensation**;
 - b. laws relating to occupational health and safety;
 - c. laws concerning procedural and notification requirements in the case of termination of employment due to redundancy;
 - d. laws relating to contracts alleged to be harsh, unfair, unconscionable or contrary to public interest.
10. **Known Circumstances or Prior acts**
 - a. any act, error or omission occurring or committed prior to the **retroactive date**; or
 - b. any **known circumstance**; or
 - c. facts or circumstances which were notified to **your** insurer under the provisions of any insurance policy in force prior to the commencement of this **policy**.
11. **Sexual abuse**

any liability for a **claim** that arises directly or indirectly in connection with **sexual abuse**;

How much we will pay

Except where **we** agree otherwise in writing, the cover **we** provide under this **policy** shall not exceed the aggregate **limit of liability** shown in the **certificate of insurance**.

We will make the following payments (the Additional payments) in addition to the **limit of liability** or any sub-limit of liability applicable under the extensions to this section:

- all legal costs and other expenses, including those associated with any inquiry, incurred by **us** or incurred by **you** with **our** prior written consent in the settlement or defence of any **claim** in respect of which **you** are entitled to indemnity under this section or if sustained would be so entitled;

provided always that:

- where the amount required to settle a **claim** exceeds the **limit of liability** or applicable sub-limit of

liability, **our** liability to make the Additional payments will be limited to that proportion of the Additional payments as the **limit of liability** or sub-limit of liability bears to the amount required to settle the **claim**;

Excess

We will deduct the **excess** shown in the **certificate of insurance** for any one **claim** under this section from the amount of **your claim**.

Automatic extension

This **policy** automatically covers **you** up to the limit shown in the extension, or alternatively shown in the **certificate of insurance**, in respect of the following:

New subsidiaries

Where **you** create or acquire a new **subsidiary** organisation or entity during the **period of insurance**, through consolidation, merger, purchase of its assets or assumption of effective control, **we** will provide indemnity in respect of such **subsidiary** but only in respect of **wrongful act** actually or allegedly committed or attempted after the time when such entity becomes such a **subsidiary**;

Provided that:

1. such organisation or entity is carrying on substantially the same **operations** as the named **insured**, and
2. such acquisition or assumption of control is reported to **us** within 60 days after such acquisition or creation is effected;
3. if such notification is not given to **us** within 60 days after the acquisition or creation, cover under this extension will cease at midnight on the sixtieth day after the acquisition or creation;
4. after receipt of notification under 2 above, **we** confirm continuation of cover for such **subsidiary** organisation or entity, and at **our** discretion with such additional terms and/or premium as may be endorsed on this **policy**.

Run-off cover for subsidiaries

Where an entity ceases to be a **subsidiary** during the **period of insurance** **we** will provide indemnity in respect of such **subsidiary** only in respect of claims for **wrongful act** preceding the time when such entity ceased to be a **subsidiary**.

Section 10 Personal Accident for Care Providers

Specific Definitions

In addition to the words or phrases shown as general definitions, whenever the following words appear in bold italics in this section, they have the meaning shown below. If there is a general definition for the same word or phrase, the following specific definition will prevail in this section.

benefit period means the maximum number of weeks shown in the **certificate of insurance** and starting with the end of the **deferral period** during which temporary **total disablement** or **partial disablement** benefits are payable.

bodily injury means bodily injury caused solely and directly by an accident including exposure to the elements which occurs during the **period of insurance** (but does not include any condition which is also a sickness or disease or any degenerative condition). Provided that the injury results solely and independently of any other cause (including pre-existing physical or congenital conditions) and results in any of the events specified in the table of events below within 12 calendar months from the date of such accident.

capital benefits means the amount shown in **your certificate of insurance** for **capital benefits**.

carer means any person who is engaged by **you** to care for children entrusted to **you** in the **operations**, but does not include a **volunteer**.

deferral period is the period of time shown in the **certificate of insurance** during which time no benefits are payable for temporary **total disablement** or **partial disablement**.

illness means a sickness or disease which is not a pre-existing condition and which continues for a period exceeding the **deferral period** shown in the **certificate of insurance** starting with the date treatment is sought from a **medical practitioner**.

income means:

- a. if the **insured person** is an **employee**; the average weekly gross income, net of bonuses, commission, overtime payments and any allowances earned by the **insured person** in their usual occupation through personal exertion during the twelve (12) months immediately preceding an insured event under this section. Where an **employee** has elected to salary sacrifice his/her income, "weekly gross income" means the total value of the salary package;
- b. if the **insured person** is self employed, "**income**" means the average weekly gross income of **your operations**, derived from the **insured person's** personal exertion in their usual occupation, net of business expenses necessarily incurred in deriving that income during the twelve (12) months immediately preceding and insured event under this section.

insured person means an employed **carer** or a principal working as a self-employed carer in the **operations**, who is paid a salary through their own personal exertion.

limb means an arm at or above the wrist or a leg at or above the ankle whether in the singular or plural.

medical practitioner means a person who is recognised by the laws of the jurisdiction in which treatment is received by the **insured person** as qualified to treat the **bodily injury** and who is not a relative of the **insured person**.

partial disablement means incapacity of the **insured person** to attend to a major part of their usual occupation or other employment duties as certified by a **medical practitioner**.

Permanent in this section means **disablement**, which has lasted 12 months and at the end of that period is certified by a legally qualified **medical practitioner** as likely to continue for an indefinite period.

total disablement means incapacity of the **insured person** to carry out all the normal duties of their usual occupation or any other employment duties that they are trained or skilled to perform as certified by a **medical practitioner**.

weekly bodily injury benefits means the amount shown in **your certificate of insurance** for **weekly bodily injury benefits**.

weekly illness benefits means the amount shown in **your certificate of insurance** for **weekly illness benefits**.

What is covered

If during the **period of insurance** and while performing work for **you**, an **insured person** suffers **bodily injury**, **we** will pay in respect of the **insured person**:

- the corresponding percentage set out in the table of benefits below of the **capital benefits** shown in the **certificate of insurance** for death or disablement, provided that the death or disablement occurs within twelve months of the date of the accident resulting in the **bodily injury**;
- the corresponding percentage set out in the table of benefits below of **weekly bodily injury benefits** as set out in and up to the maximum **benefit period** shown in the **certificate of insurance**, provided the **weekly bodily injury benefits** do not exceed 75% of the income of the insured person at the time of the **bodily injury**.

Where **weekly illness benefits** are insured, **we** will also pay in respect of the **insured person weekly illness benefits** as set out in and up to the maximum **benefit period** shown in the **certificate of insurance**, provided the **weekly illness benefits** do not exceed 75% of the **income** of the **insured person** at the time of the **illness** is diagnosed.

The **insured person** or his/her legal representative must supply **us** with appropriate supporting medical information from a **medical practitioner** in relation to any claim made under this section.

What is not covered

In addition to the 'General exclusions applicable to all sections of the policy' **we** will not pay for any claim directly or indirectly arising from or connected with:

1. death or **bodily injury** or **illness** sustained or suffered by a **insured person** who has not attained the age of fifteen (15) years or who exceeds sixty five (65) years of age, unless otherwise agreed by **us** and shown in the **certificate of insurance**;
2. death or **bodily injury** or **illness** to a **insured person** caused by acquired immune deficiency syndrome (AIDS) or human immunodeficiency virus (HIV) and/or any of their mutant derivatives or variations that was diagnosed before the beginning of the **period of insurance**;
3. an **insured person**:
 - being affected or influenced in any way by intoxicating liquor or drugs;
 - being addicted to intoxicating liquor or a drug;
 - taking part in a riot or civil commotion;
 - taking part in naval, military or air force service or operations;
 - acting maliciously;
 - participating in or training for any professional sport, or racing, or training for racing or trialling in or on any motor powered conveyance;
 - engaging in any sporting activities such as but not limited to football, underwater activities, mountaineering, skiing, hunting, polo, snow or ice sports, parachute jumping, sky diving or hang gliding;
 - riding or driving in any kind of race;
 - exposing him or herself to needless peril;
 - travelling in any unlicensed **aircraft** or flying or engaging in any other aerial activity as

Exposure and disappearance

We will also pay the percentage shown in the table of benefits for **capital benefits**, **weekly bodily injury benefits** and **weekly illness benefits** as shown in **your certificate of insurance** if as a result of such **bodily injury** the **insured person** is exposed to the elements and as a result of that exposure within 12 months suffers an event set out in the table of events.

The **capital benefit** amount set out in the table of benefits will become payable, subject to a signed undertaking by the beneficiary that, if the **insured person** is subsequently found alive, such death benefit amount shall be refunded to **us**.

Other expenses

We will also pay:

- out of pocket expenses necessarily incurred solely and directly from **bodily injury** or **illness** sustained and not recoverable from any other source, but excluding hospital and/or medical costs where legislation prohibits in Australia the refund of such fees or costs;
- the cost of domestic help where disablement necessitating expenditure for the employment of domestic help is certified by a **medical practitioner** that such help is essential owing to the nature of the **bodily injury** or **illness**.

part of an **aircraft's** crew

4. death or **bodily injury** or **illness** sustained by a **insured person** whilst:
 - engaged in demolition or construction work (including erection of additions or alterations to buildings) and/or;
 - using power equipment, unless it is proven by **you** that such **insured person** had the necessary skills for and experience to be involved in such activity;
5. any type of hernia suffered by a **insured person**, however caused;
6. suicide, attempted suicide or any deliberately self-inflicted **bodily injury** ;
7. any illegal or criminal act committed by an **insured person**;
8. pregnancy, childbirth, miscarriage or the complications of these conditions;
9. any condition existing prior to commencement of this section of the **policy**, or any aggravation of any such condition or degenerative condition unless such condition has been notified to us in writing and accepted by **us** in writing, and any extra premium applied by **us** is paid by **you**;
10. death or **bodily injury** or **illness** which would not have occurred but for the presence of **asbestos**.
11. More than;
 - a. The percentage shown in the table of benefits for Exposure and disappearance, or,
 - b. \$5,000 for Out of pocket expenses.
12. any death or disablement benefit under this section 10 unless the event occurs within twelve calendar months of the date of the accident which caused the event.
13. Death, **total disablement** or **partial disablement** due to Exposure that is not supported by medical certification from a **medical practitioner**

Table of events		Table of benefits	Special provisions applicable to the Table of benefits
<i>bodily injury</i> resulting solely and directly and independently of any other cause in:		Benefit payable as a percentage of the sum shown in the <i>certificate of insurance</i>	
1	Death	100%	<p>In relation to the table of benefits:</p> <p>1. for events 1 to 14, we will pay the percentage of the capital benefits sum insured shown in the certificate of insurance against the events provided that:</p> <ul style="list-style-type: none"> the aggregate total of all payments under events 1 to 14 inclusive will not exceed 100% of the capital benefits sum insured stated in any one period of insurance; any compensation paid or payable for events 1 to 14 will be reduced by any sum paid or payable for events 15 or 16 in respect of the same bodily injury; <p>2. for events 15, 16 and 17 we will pay the percentage of the weekly bodily injury benefits or weekly illness benefits shown in the certificate of insurance against the particular event provided that:</p> <ul style="list-style-type: none"> we will only pay illness benefits where weekly illness benefits are shown as insured in the certificate of insurance; we will if items in the Table of events 15, 16 and 17 happen to an insured person in respect of the same bodily injury or illness only pay the higher of benefits listed for Table of events 15, 16 and 17; we will not make any further payment as soon as the benefit period shown in the certificate of insurance is exhausted; we will not pay any benefit in respect of an insured person who is not engaged in employment, a profession or paid occupation or who as a result of his/her bodily injury does not suffer a loss of income; <p>3. after the occurrence of any one of</p>
2	Permanent total disablement	100%	
3	Permanent and incurable paralysis of all limbs	100%	
4	Permanent total loss of sight of both eyes	100%	
5	Permanent total loss of use of two limbs	100%	
6	Permanent and incurable major brain damage	100%	
7	Permanent total loss of hearing in both ears	100%	
8	Permanent total loss of use of four fingers and thumb of either hand	100%	
9	Permanent total loss of use of four fingers of either hand	75%	
10	Permanent total loss of sight of one eye	75%	
11	Permanent total loss of use of one limb	50%	
12	Permanent total loss of hearing in one ear	50%	
13	Permanent disfigurement from burns to more than 50% of the surface area of the head and	50%	

	neck		<p>events 2 to 8, which results in benefits being paid in accordance with this table of benefits for any one insured person, we will have no further liability under this section in respect of that particular insured person;</p> <p>4. if, as a result of bodily injury or illness, a weekly bodily injury benefit or weekly illness benefit has been paid in respect of an insured person and the insured person suffers a recurrence of total disablement or partial disablement while this section of the policy is in force as a result of the same or a related cause or causes, this subsequent period of total disablement or partial disablement will be deemed to be a continuation of the prior period of total disablement or partial disablement and will not be subject to a further deferral period. However, if between such periods the insured person has performed the normal duties of his/her usual occupation on a full-time basis for at least six consecutive months, any subsequent period of total disablement or partial disablement will be deemed to be the result of a new bodily injury or illness and subject to a new deferral period;</p> <p>5. any benefits payable under this section will be reduced by the amount of compensation the insured person receives or is entitled to receive in respect of the bodily injury or illness under workers or transport accident compensation legislation, or other legislative schemes or established funds.</p>
14	Permanent disfigurement from burns to more than 50% of the surface area of the remainder of the body other than head and neck	30%	
15	Temporary total disablement	100% of the weekly bodily injury benefit or 80% of the average weekly income , whichever is the lesser, during the benefit period .	
16	Temporary partial disablement	25% of the weekly bodily injury benefit or 20% of the average weekly income whichever is the lesser, during the benefit period .	
17	Temporary total disablement as a result of illness .	100% of the weekly bodily illness benefit or 80% of the average weekly income , whichever is the lesser, during the benefit period .	1. any capital benefits as a result of bodily injury .

Limit of Liability

Our total liability for any one accident or illness in respect of one **insured person** shall not exceed the **weekly bodily injury benefit** and **weekly illness benefit** shown against the **insured person** or the class of person to whom the person belongs as shown in the **certificate of insurance**.

For all claims resulting from any one occurrence, we will not be liable for any amount in excess of the aggregate limit of liability stated in the **certificate of insurance** for all **insured persons** insured under this section of the **policy**. In the event that all benefits payable exceed the aggregate limit of liability, benefits will be payable in respect of each **insured person** on a pro rata basis.

Initial period excluded

We will not pay any benefit during the **deferral period** shown in the **certificate of insurance** for events 15 - temporary **total disablement**, 16 - temporary **partial disablement** and 17 - Temporary **total disablement** as a result of **illness**.

Section 11 Children's Personal Accident

Specific Definitions

In addition to the words or phrases shown as General definitions, whenever the following words appear in bold italics in this section, they have the meaning shown below. If there is a General definition for the same word or phrase, the following specific definition will prevail in this section.

aggregate limit of liability means the amount shown in the **certificate of insurance** which is the maximum amount **we** will pay for all claims under this section.

bodily injury means injury caused solely and directly by an accident including exposure to the elements which occurs during the **period of insurance** (but does not include any condition which is also a sickness or disease or any degenerative condition). Provided that the injury results solely and independently of any other cause (including pre-existing physical or congenital conditions) and results in any of the events specified in the table of events below within 12 calendar months from the date of such accident.

capital benefits means the amount shown in **your certificate of insurance** for **capital benefits**.

Disablement means **bodily injury** that prevents the **child** from attending the centre and requires the **child** to be under the care of and acting in accordance with the instructions or professional advice of a qualified **medical practitioner**.

Emergency travel costs means charges for both air and ground ambulance where such transport is certified as necessary by a medical practitioner and where the child is not entitled to the costs of such transport being met under another form of insurance policy or benefits such as, but not limited to, an ambulance subscription.

Excursions means short trip or journey, travelling away from the **your location** to a specific destination and returning to **your location**. Organized by **you** for the benefit of the **Children** registered within **your operations**.

Limb means an arm at or above the wrist or a leg at or above the ankle whether in the singular or plural.

Medical practitioner means a person who is recognised by the laws of the jurisdiction in which treatment is received by the **child** as qualified to treat the **bodily injury** and who is not a relative of the **child**.

Permanent in this section means **disablement**, which has lasted 12 months and at the end of that period is certified by a legally qualified **medical practitioner** as likely to continue for an indefinite period.

qualified carer means a person that has completed the necessary tertiary nursing qualifications and is registered as a nurse.

What is covered

If during the **period of insurance** and while the **child** is registered for care with **you** and attending at the **location** or **excursion** organised and supervised by **you** the **child** suffers **bodily injury**, **we** will pay the child's parent/guardian:

the corresponding **capital benefits** set out in the **certificate of insurance** and table of benefits below for death or **permanent disablement**, provided that the death or disablement occurs within twelve months of the date of the accident resulting in the **bodily injury**.

If **we** request, the child's parent/guardian or his/her legal representative must supply **us** with a certificate from a **medical practitioner** in relation to any claim made under this section.

What is not covered

In addition to the 'General exclusions applicable to all sections of the policy', **we** will not provide cover under this section 11 for any claim directly or indirectly arising from or connected with:

1. death or **bodily injury** to a **child** caused by acquired immune deficiency syndrome (AIDS) or human immunodeficiency virus (HIV) and/or any of their mutant derivatives or variations that was diagnosed before the beginning of the **period of insurance**;
2. a **child**:
 - acting maliciously;
 - exposing him or herself to needless peril;
 - travelling in any unlicensed **aircraft**;
3. any type of hernia suffered by a **child**, however caused;
4. suicide, attempted suicide or any deliberately self-inflicted **bodily injury**;
5. Illness which means a sickness or disease.

Further, no compensation is payable under this section 11 unless the event occurs within twelve calendar months of the date of the accident which caused the event.

Extensions

(applicable to this section in addition to 'What is covered' above)

Exposure and disappearance

We will also pay the percentage shown in the table of benefits of the **capital benefits** if, as a result of such **bodily injury**, the **child** is exposed to the elements and, as a result of that exposure, within twelve (12) months suffers an event set out in the table of events.

If the body of the **child** is not found within twelve (12) months after an accident involving the conveyance in which he or she was travelling, death will be presumed in the absence of any evidence to the contrary. The **capital benefits** amount set out in the table of benefits will become payable, subject to a signed undertaking by the beneficiary that if the **child** is subsequently found alive, such **capital benefits** amount shall be refunded to **us**.

Weekly carer's benefit

If **bodily injury** prevents the **child** from attending the centre and requires the **child** to be cared for at home or elsewhere in accordance with the instructions or professional advice of a qualified **medical practitioner we** will pay either:

- a) loss of income incurred by the **child's** parent or guardian if he/she is unable to engage in his/her usual employment in order to care for the **child**, or
- b) the expenses necessarily incurred in engaging a **qualified carer** during the hours that the **child** would otherwise have attended the centre.

Out of pocket expenses

We will also pay the **emergency travel costs** and other expenses necessarily incurred solely and directly from **bodily injury** sustained and not recoverable from any other source, but excluding hospital and/or medical costs where legislation prohibits in Australia the refund of such fees or costs.

The maximum amount payable shall not exceed \$5,000 for all Extensions.

What is not covered

1. More than;
 - a. The percentage shown in the table of benefits for Exposure and disappearance, or,
 - b. \$5,000 for Out of pocket expenses.
2. more than \$200 for each day that the **child** is unable to attend the centre.
3. any benefit for the first 3 days that the **child** is unable to attend the centre.
4. any benefit during the period that the **child's** parent or guardian is entitled to paid carer's leave from his/her employer.
5. Weekly carer benefits, where the **child** is admitted or being cared for in a hospital.
6. any benefit from the date that the qualified **medical practitioner** considers that the **child** no longer requires care.

Table of events		Table of benefits	Special provisions applicable to the Table of benefits
<i>bodily injury</i> resulting solely and directly and independently of any other cause in:		Percentage of capital benefits payable as shown in the <i>certificate of insurance</i>	
1	Death (funeral benefits)	100%	<p>In relation to the table of benefits:</p> <ol style="list-style-type: none"> for events 1 to 7, the amount payable is the sum insured shown in the <i>certificate of insurance</i> against the events provided that: <ul style="list-style-type: none"> the aggregate total of all payments under events 1 to 7 inclusive per <i>child</i> will not exceed the maximum benefit shown in the table of benefits or as stated in the <i>certificate of insurance</i> in any one <i>period of insurance</i>; after the occurrence and payment of any one of events 1 to 4, which results in benefits being paid in accordance with this table of benefits for any one <i>child</i>, <i>we</i> will have no further liability under this section 11 in respect of that particular <i>child</i>; any benefits payable under this section will be reduced by the amount of compensation the <i>child</i> receives or is entitled to receive in respect of the <i>bodily injury</i> under transport accident compensation legislation; <i>our</i> total liability in respect of all claims made in respect of all events in respect of one <i>child</i> during any one <i>period of insurance</i> shall not exceed the sum insured per <i>child</i> shown in the <i>certificate of insurance</i>.
2	<i>Permanent total disablement</i>	100%	
3	<i>Permanent</i> total loss of sight of one or both eyes	100%	
4	<i>Permanent</i> total loss of use of a <i>limb</i> or <i>limbs</i>	100%	
5	<i>Permanent</i> total loss of hearing in one ear	50%	
6	<i>Permanent</i> disfigurement from burns to more than 50% of the surface area of the head and neck	50%	
7	<i>Permanent</i> disfigurement from burns to more than 50% of the surface area of the remainder of the body other than head and neck	30%	
8	Breaks or Fractures a. Finger, Thumb, toe, hand or foot;	\$250	
	a. Arm, elbow, wrist, leg, knee, ankle;	a) Closed fractures \$350 b) Compound open fractures \$1,250	
	b. Head (any bones other		

	than skull or spine);	\$1,000	
	c. Shoulder, collarbone, sternum, and ribs;	\$750	
	d. Hip and pelvis;	\$3,000	
	e. Skull and spine;	\$5,000	
9	<p>Loss of or damage to teeth</p> <p>a) Permanent or second teeth including:</p> <p>b) Full or partial capping, or repair of damaged teeth</p> <p>c) Damage not included in a and b above</p> <p>Damage to first teeth:</p>	<p>\$450 per tooth</p> <p>\$450 per tooth</p> <p>\$50 per accident</p> <p>\$100 per tooth</p>	<p>The total amount payable in respect to damage to loss of or damage to teeth shall not exceed \$1,500.</p>

Aggregate Limit of Liability

For any one accident or series of accidents resulting from any one event, we will not be liable for any amount in excess of the **aggregate limit of liability** stated in the **certificate of insurance** for all **children** insured under this **policy**. In the event that all benefits payable exceed the **aggregate limit of liability**, benefits will be payable in respect of each **child** on a pro rata basis.

Section 12 *Volunteers – Personal Accident*

Specific Definitions

In addition to the words or phrases shown as General definitions, whenever the following words appear in bold italics in this section, they have the meaning shown below. If there is a General definition for the same word or phrase, the following specific definition will prevail in this section.

aggregate limit of liability means the amount shown in the ***certificate of insurance*** which is the maximum amount ***we*** will pay for all claims under this section.

Benefit period means the maximum number of weeks shown in the ***certificate of insurance*** and starting with the end of the ***deferral period*** during which temporary ***total disablement*** or ***partial disablement*** benefits are payable.

bodily injury means bodily injury caused solely and directly by an accident including exposure to the elements which occurs during the ***period of insurance*** (but does not include any condition which is also a sickness or disease or any degenerative condition). Provided that the injury results solely and independently of any other cause (including pre-existing physical or congenital conditions) and results in any of the events specified in the table of events below within 12 calendar months from the date of such accident.

capital benefits means the amount shown in ***your certificate of insurance*** for ***capital benefits***.

deferral period is the period of time shown in the ***certificate of insurance*** during which no benefits are payable for temporary ***total disablement*** or ***partial disablement***.

income means the average weekly gross income net of business expenses bonuses, commission, overtime payments and any allowances earned by a ***volunteer*** in their usual occupation outside ***your operations*** through personal exertion during the twelve (12) months immediately preceding the ***bodily injury***. Where a ***volunteer*** has elected to salary sacrifice his/her income, weekly gross income means the total value of the salary package.

limb means an arm at or above the wrist or a leg at or above the ankle whether in the singular or plural.

medical practitioner means a person who is recognised by the laws of the jurisdiction in which treatment is received by the ***volunteer*** as qualified to treat the ***bodily injury*** and who is not a relative of the ***volunteer***.

partial disablement means disablement that prevents the ***volunteer*** from substantially attending to the ***volunteer's*** usual occupation as certified by a ***medical practitioner***.

Permanent in this section means ***disablement***, which has lasted 12 months and at the end of that period is certified by a legally qualified ***medical practitioner*** as likely to continue for an indefinite period.

total disablement means disablement that entirely prevents the ***volunteer*** from carrying out all the normal duties of the ***volunteer's*** usual occupation as certified by a ***medical practitioner***.

weekly bodily injury benefits means the amount shown in ***your certificate of insurance*** for ***weekly bodily injury benefits***.

What is covered

If during the **period of insurance** and while performing voluntary work for **you**, a **volunteer** suffers **bodily injury**, **we** will pay the **volunteer** the corresponding percentage set out in the table of benefits below of:

- the **capital benefits** shown in the **certificate of insurance** for death or disablement, provided that the death or disablement occurs within twelve months of the date of the accident resulting in the **bodily injury**;
- the **weekly bodily injury benefits** as set out in and up to the maximum **benefit period** shown in the **certificate of insurance**.

The **volunteer** or his/her legal representative must supply **us** with appropriate supporting medical information from a **medical practitioner** in relation to any claim made under this section.

Extensions

(applicable to this section in addition to 'What is covered' above)

Exposure and disappearance

We will also pay the percentage shown in the table of benefits if as a result of such **bodily injury** the **volunteer** is exposed to the elements and as a result of that exposure within 12 months suffers an event set out in the table of events.

The death benefit amount set out in the table of benefits will become payable, subject to a signed undertaking by the beneficiary that, if the **volunteer** is subsequently found alive, such death benefit amount shall be refunded to **us**.

Out of pocket expenses

We will also pay:

- emergency travel and other expenses necessarily incurred solely and directly from **bodily injury** sustained and not recoverable from any other source, but excluding hospital and/or medical costs where legislation prohibits in Australia the refund of such fees or costs;
- the cost of domestic help where disablement necessitating expenditure for the employment of domestic help is certified by a **medical practitioner** that such help is essential owing to the nature of the **bodily injury**.

What is not covered

In addition to the 'General exclusions applicable to all sections of the policy' shown on pages 15 to 16, **we** will not pay for any claim directly or indirectly arising from or connected with:

1. death or **bodily injury** sustained or suffered by a **volunteer** who has not attained the age of fifteen (15) years or who exceeds seventy five (75) years of age, unless otherwise agreed by **us** and shown in the **certificate of insurance**;
2. death or **bodily injury** to a **volunteer** caused by acquired immune deficiency syndrome (AIDS) or human immunodeficiency virus (HIV) and/or any of their mutant derivatives or variations that was diagnosed before the beginning of the **period of insurance**;
3. a **volunteer**:
 - being affected or influenced in any way by intoxicating liquor or drugs;
 - being addicted to intoxicating liquor or a drug;
 - taking part in a riot or civil commotion;
 - taking part in naval, military or air force service or operations;
 - acting maliciously;
 - participating in or training for any professional sport, or racing, or training for racing or trailing in or on any motor powered conveyance;
 - engaging in any sporting activities such as but not limited to football, underwater activities, mountaineering, skiing, hunting, polo, snow or ice sports, parachute jumping, sky diving or hang gliding;
 - riding or driving in any kind of race;
 - exposing him or herself to needless peril;
 - travelling in any unlicensed **aircraft** or flying or engaging in any other aerial activity as part of an **aircraft's** crew.
4. death or **bodily injury** sustained by a **volunteer** whilst:
 - engaged in demolition or construction work (including erection of additions or alterations to buildings) and/or;
 - using power equipment,unless it is proven by **you** that such **volunteer** had the necessary skills for and experience to be involved in such activity;

5. any type of hernia suffered by a **volunteer**, however caused;
6. suicide, attempted suicide or any deliberately self-inflicted **bodily injury** ;
7. any illegal or criminal act committed by a **volunteer**;
8. pregnancy, childbirth, miscarriage or the complications of these conditions;
9. any condition existing prior to commencement of this section of the **policy**, or any aggravation of any such condition or degenerative condition unless such condition has been notified to us in writing and accepted by **us** in writing, and any extra premium applied by **us** is paid by **you**;
10. death or **bodily injury** which would not have occurred but for the presence of **asbestos**.
11. illness of any sort except where caused directly as a result of the **bodily injury**.
12. More than;
 - a. The percentage shown in the table of benefits for Exposure and disappearance, or,
 - b. \$5,000 for Out of pocket expenses.
13. any death or disablement benefit under this section 12 unless the event occurs within twelve calendar months of the date of the accident which caused the event.
14. Death, **total disablement** or **partial disablement** due to Exposure that is not supported by medical certification from a **medical practitioner**.

Table of events		Table of benefits	Special provisions applicable to the Table of benefits
<i>bodily injury</i> resulting solely and directly and independently of any other cause in:		Benefit payable as a percentage of the sum insured shown in the <i>certificate of insurance</i>	
1	Death	100%	<p>In relation to the table of benefits:</p> <ol style="list-style-type: none"> for events 1 to 14, the amount payable is the percentage of the capital benefits sum insured shown in the certificate of insurance against the events provided that: <ul style="list-style-type: none"> the aggregate total of all payments under events 1 to 14 inclusive will not exceed 100% of the capital benefits sum insured stated in the certificate of insurance in any one period of insurance; any compensation paid or payable for events 1 to 14 will be reduced by any sum paid or payable for events 15 or 16 in respect of the same bodily injury; for events 15 and 16, we will pay the percentage of the weekly bodily injury benefits in accordance with the table of benefits provided that: <ul style="list-style-type: none"> we will if Table of events 15 and 16 happen to a volunteer in respect of the same bodily injury only pay the higher of benefits listed; we will not make payment for longer in aggregate than the maximum period shown in the certificate of insurance; we will not pay for any injured volunteer who is not engaged in employment, a profession or paid occupation or who as a result of his/her bodily injury does not suffer a loss of income; after the occurrence and payment of any one of events 2 to 7, which results in benefits being paid in accordance with this table of benefits for any one volunteer, we will have no further liability under this section in respect of that particular volunteer; if, as a result of bodily injury, weekly bodily injury has been paid under this table of benefits and the volunteer suffers
2	Permanent total disablement	100%	
3	Permanent and incurable paralysis of all limbs	100%	
4	Permanent total loss of sight of both eyes	100%	
5	Permanent total loss of use of two limbs	100%	
6	Permanent and incurable major brain damage	100%	
7	Permanent total loss of hearing in both ears	100%	
8	Permanent total loss of use of four fingers and thumb of either hand	100%	
9	Permanent total loss of use of four fingers of either hand	75%	
10	Permanent total loss of sight of one eye	75%	
11	Permanent total loss of use of one limb	50%	
12	Permanent total loss of hearing in one ear	50%	
13	Permanent disfigurement from burns to more than 50% of the surface area of the head and neck	50%	
14	Permanent disfigurement from	30%	

	burns to more than 50% of the surface area of the remainder of the body other than head and neck		<p>a recurrence of total disablement or partial disablement while this section of the policy is in force as a result of the same or a related cause or causes, this subsequent period of total disablement or partial disablement will be deemed to be a continuation of the prior period of total disablement or partial disablement and will not be subject to a further deferral period. However, if between such periods the volunteer has performed the normal duties of his/her usual occupation on a full-time basis for at least six consecutive months, any subsequent period of total disablement or partial disablement will be deemed to be the result of a new bodily injury and subject to a new deferral period;</p> <p>5. any benefits payable under this section will be reduced by the amount of compensation the volunteer receives or is entitled to receive in respect of the bodily injury under workers or transport accident compensation legislation, or other legislative schemes or established funds;</p> <p>6. our total liability for any one accident shall not exceed the amount of the maximum benefit shown in the table of benefits or the maximum weekly bodily injury benefit entitlement as shown in the certificate of insurance, whichever is the greater;</p> <p>7. our total liability in respect of all claims made under this section during any one period of insurance shall not exceed the aggregate limit of liability shown in the certificate of insurance.</p>
15	Temporary total disablement	100% of the weekly bodily injury benefit or average weekly income , whichever is the lesser, during the benefit period .	
16	Temporary partial disablement	25% of the weekly bodily injury benefit or 25% of the average weekly income whichever is the lesser, during the benefit period	

Limit of Liability

Our total liability for any one accident in respect of one **volunteer** shall not exceed the **capital benefits** or the **weekly bodily injury benefit** shown in the **certificate of insurance**.

For all claims resulting from any one occurrence, we will not be liable for any amount in excess of the **aggregate limit of liability** stated in the **certificate of insurance** for all **volunteers** insured under this section of the **policy**. In the event that all benefits payable exceed the **aggregate limit of liability**, benefits will be payable in respect of each **volunteer** on a pro rata basis.

Initial period excluded

We will not pay any benefit for the **initial period excluded** shown in the **certificate of insurance** for events 15 or 16.

Section 13 General Property Insurance

What is covered

We cover **you** for accidental **damage** caused by the insured perils specified in the **certificate of insurance** to the **insured property you** specify and which is shown in the **certificate of insurance** as covered by this section and which occurs whilst that **insured property** is anywhere within the **geographic limits**.

What we will not pay for

In addition to the 'General exclusions applicable to all sections' and 'Exclusions applicable only to sections 1 and 13 **we** will not pay for loss or **damage**:

- to property not owned by **you** unless otherwise specifically shown in the **certificate of insurance**;
- to **sporting equipment** or musical instruments while they are in use;
- caused by theft of property in the open air at or outside the **location(s)** unless agreed by **us** and shown in the **certificate of insurance**;
- caused by theft from unlocked **location(s)** or an unlocked **vehicle**.

Excess

We will deduct the **excess** shown in the **certificate of insurance** for any one claim under this section from the amount of **your** claim.

All claims arising from one event are deemed to be one claim.

Basis of settlement – what we will pay

Following an event covered by this section, we will pay for:

- the reasonable cost of repairing the damaged item where the **insured property** can be repaired; or
- the **replacement value** where the **insured property** cannot be repaired.

We will not pay:

- more for any one event than the sum insured shown in the **certificate of insurance** for this section;
- more than the sum insured shown in the **certificate of insurance** for each item of **insured property** specified in the **certificate of insurance**.

Section 14 Tax Audit

Specific Definitions

In addition to the words or phrases shown as General definitions, whenever the following words appear in bold italics in this section, they have the meaning shown below. If there is a General definition for the same word or phrase, the following specific definition will prevail in this section.

APRA means the Australian Prudential Regulation Authority.

auditor means an authorised officer under Commonwealth, State or Territory legislation to conduct a **tax audit**.

professional fees means the fees, cost and disbursements which are reasonably and necessarily incurred in connection with a **tax audit** which are payable by **you** to an accountant or other financial adviser, **registered tax agent** or legal adviser for work carried out in connection with a **tax audit**.

managed investment has the meaning provided in the **Corporations Act 2001**.

registered tax agent means a professional or group of professionals registered with the Australian Government Tax Agents' Board.

tax audit means the carrying out of an audit on a return submitted by **you**, or on **your** behalf, by the Australian Tax Office ("ATO"), or any Australian Commonwealth, State or Territory department, relevant body or agency, or authority which is authorised to conduct such an audit, other than a return to **APRA**.

tax minimisation schemes means the arrangement of taxation and other returns, by **you** or on **your** behalf, which are designed to reduce the tax payable by **you**.

What is covered

Following completion of a **tax audit** we will refund **you** for **professional fees** incurred by **you** in connection with a **tax audit** commenced and notified to **us** during the policy period, provided **you**;

- lodged any taxation and other returns for the period of income the subject of the Audit and have paid all taxes within 90 day of the time limits prescribed by relevant legislation, or if an extension is granted by the Commissioner of Taxation, within the further period granted; and
- Have made full and complete declarations of all relevant liabilities, income and capital gains derived by **you** and of all Commonwealth, State or Territory taxation liabilities due to be paid or remitted by **you** during the audited period, and all deductions including capital losses or other amounts claimed by **you** in respect of the same

What is not covered

In addition to the 'General exclusions applicable to all sections' we will not pay for:

- **amended notices/additional tax/fine/legal costs**
 - a. Amounts sought by any amended notice of assessment; or
 - b. Additional tax, duty, government impost or the like; or
 - c. Fines, interest or penalty imposed; or
 - d. Costs in legally pursuing or defending any legal actions against **you**.

which arise as a result of a **tax audit**.

- **APRA audit**

period; and

- Respond to letters, requests and enquiries from the **auditor** within a reasonable time.

For the purpose of this section, the **tax audit** commences at the time **you** or **your** accountant or other financial adviser, **registered tax agent** or legal adviser first receive notice that an **auditor** proposes to conduct a **tax audit** and is completed when;

- The **auditor** has given written notice to that effect; or
- The **auditor** notifies **you** that it has made a concluded decision; or
- The **auditor** has issued an assessment or an amended assessment of **your** returns; or
- In the absence of any of the above, where **you** declare in writing that such a **tax audit** has been concluded.

Our total liability under this section will not exceed in the amount specified in the **certificate of insurance**.

An audit conducted by **APRA**

- **criminal prosecution/foreign return or entity/tax return**

All costs;

- a. Arising directly or indirectly from or in respect of any criminal prosecution arising as a result of a **tax audit**; or
- b. Arising directly or indirectly from or in respect of any tax return lodged outside Australia, its states or territories;
- c. Incurred, that should have been incurred or that ordinarily would have been incurred for work done prior to or as part of the preparation of **your** accounts, returns, taxation and financial records prior to the lodgement of the **your** returns, taxation and financial records or any document required by the relevant legislation in connection with **your** returns.

- **dishonest returns**

Any **tax audit** where a return has been prepared lodged or submitted dishonestly or fraudulently, and where the supporting **documents** have been falsely created or collected.

- **prior circumstances**

- a. Any claim arising from any circumstances known to **you**, or any **official, employee, or volunteer** acting on **your** behalf, prior **you** taking out this **policy**; or
- b. Verbal or written notice of an impending **tax audit** given to **you**, or any **official, employee, or volunteer** acting on **your** behalf, prior **you** taking out this **policy**; or
- c. A **tax audit** with a commencement date prior to **you** taking out this **policy**.

- **late lodgement**

Any **tax audit** where a return has been lodged:

- a. More than three months after the lodgement date prescribed; or
- b. After the date prescribed by an authorised extension.

- **managed investment**

Any form of **managed investment**.

- **professional fees**

fees which:

- form part of an annual fixed fee or cost arrangement for taxation or accounting needs of **your operations**; or
- are incurred after the **tax audit** has been completed, including fees incurred in connection with any further review; or
- are ordinarily associated with the maintenance and upkeep of **your** business accounts, returns, taxation and financial records and the preparation prior to lodgement of **your** accounts, returns, taxation and financial records as required by any relevant legislation.

- **routine enquiries**

Any routine enquiries, or enquiries from the **auditor**, which are not identified as being either preliminary to, or relating to a **tax audit** of a return.

- **tax minimisation schemes**

Any claims in respect of **tax minimisation schemes**.

How much we will pay

We will not pay more for any claim under this section than **\$20,000**

Excess

We will deduct the **excess** shown in the **certificate of insurance** for any claim under this section from the amount payable by **us** in respect of **your** claim.

All claims arising out of any one event are deemed to be one claim.

Specific Conditions applicable to this Section

1. **You** must give **us** notification of any **tax audit** immediately **you** become aware of it.
2. **You** must obtain **our** prior written approval for the engagement any professional other than **your** accountant in connection with **tax audit** and of the fees and disbursements likely to be incurred before engaging that professional.
3. **You** must,
 - Keep **us** fully informed of all the material developments in relation to the **tax audit**, and
 - Take all reasonable steps to minimise cost and delay; and
 - Submit to **us** all accounts for **professional fees** immediately after receiving them and provide full itemised details of all accounts so that **we** can determine the nature of the work done.
4. **We** may investigate any matter that is or may be the subject of a claim for **professional fees**.
5. **You** must provide **us** with direct access at all times to **your auditor**.

6. If **we** so request, **you** must instruct **your auditor** to assist **us** in connection with a claim for **professional fees**.
7. **You** must instruct **your** auditor to assist us with any matter **we** seek to pursue with any department, body or agency in connection with a **tax audit** which is or may be the subject of a claim for **professional fees**.

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