

Guardian Underwriting Services Pty Ltd

ABN 21051930105 AFS Licence No 255319



Business Package Insurance

This document contains information regarding your Certificate.

The Schedule is the attachment, which specifically details your Insurance Programme.

Please read both carefully to ensure your Schedule and Certificate do provide the coverage you require.

YOUR DUTY OF DISCLOSURE

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

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

Your duty however does not require disclosure of matter

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

NON DISCLOSURE

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

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

PRIVACY STATEMENT

We collect personal information from you for the purpose of providing you with insurance products, services, processing and assessing claims. You can choose not to provide this information; however, we may not be able to process your requests. We may disclose information we hold about you to other Insurers, an insurance reference service or as required by law. In the event of a claim, we may disclose information to and / or collect additional information about you from investigators or legal advisers.

Insert Schedule Here

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Business Pack Insurance Certificate Wording

This is Your Business Pack Certificate Wording. Please read it carefully to ensure it meets with Your requirements. If You wish to vary Your cover or make further enquiries, please contact Guardian Underwriting Services Pty Ltd, which represents the Insurer(s), or contact your Insurance Intermediary.

The Certificate and Schedule are to be read together and any word or expression on which a specific meaning has been given in any part bears that meaning wherever it may appear unless such meaning is inapplicable to the context in which the word or expression appears.

The information contained in the Schedule sets out the cover, the Sums Insured and Limits of Liability You have selected and for which We have agreed to provide insurance under Your Business Pack Certificate.

Provided You have paid the premium, Insurer(s) (as declared on the attached Certificate Schedule), will indemnify You for loss, destruction, damage and/or liability occurring during the period of insurance stated in the Schedule or during any agreed renewal period in the manner and to the extent stated and subject to the terms, definitions, conditions, exclusions and limitations of this Certificate.

“Schedule” means the Schedule of Insurance or any future renewal Schedule.

“We/Our/Us” means the Insurer (s) shown on the Schedule;

“Guardian” means Guardian Underwriting Services Pty Ltd ACN 060 176 543 (ABN 21 051 930 105) as Agent for the Insurer(s) shown on the Schedule. AFS Licence number 255319.

This Insurance contract is written under a ‘Binding Authority Agreement’ which gives Guardian authority to bind insurance contracts and / or settle claims on behalf of such Insurer (s). As a consequence Guardian is acting as Agent of such Insurer(s) and not as Your Agent. Guardian is NOT the Insurer for this contract and is NOT liable for any loss or claim. The Insurer(s) are clearly shown on the Schedule.

“You/Your” means the person/s named in the Schedule, attaching to this Business Pack Certificate, as the Insured.

“Insurer(s)” means the Insurer(s) or Underwriter(s) detailed in the Schedule

“The Business” means the business undertaking of the kind described in the Schedule and carried on by You at the situation(s) shown in the Schedule.

“Excess” means the amount(s) shown in the Schedule that You shall first contribute towards each and every claim, as finally determined, or series of claims arising out of the one Event, except for any Event for which a higher amount to be paid by you is specified in this Certificate.

SECTION ONE –FIRE
(including specified extraneous events as detailed hereunder)

If the Building or Stock or Contents as described in the Schedule or any part thereof, and which are at the Situation shown in the Schedule, are lost, destroyed or damaged as a result of any of the Events referred to, then We will indemnify you for the value of the property at the time of the Event or pay You the costs of reinstating the damaged property, or We may, at Our option repair, reinstate or replace that property or any part of that property. (Subject to the provisions of the Average Condition)

We will not pay more than the amount shown against each item in the Schedule for Section One in respect of any one loss or series of losses arising out of the one event. The amount of each claim otherwise payable shall be excess of the amount of any Excess applicable.

1. THE EVENTS ARE

- 1.1 Fire, but excluding fire caused directly or indirectly by:
 - (i) spontaneous fermentation or heating, of the property itself;
 - (ii) the property undergoing any process involving the application of heat;
 - (iii) earthquake, subterranean fire or volcanic eruption.
- 1.2 Lightning.
- 1.3 Explosion, but excluding destruction of or damage to boilers (other than boilers used for domestic purposes only) and/or economisers and/or vessels under pressure and their contents resulting from the explosion of the boilers, economisers or vessels.
- 1.4 Storm and/or tempest and/or rainwater, but excluding destruction or damage caused directly or indirectly:
 - (i) by water from or action of the sea, tidal wave, storm surge, high water or Flood, except that caused by or arising from tsunami;
 - (ii) by erosion, subsidence, landslide, collapse, settling or any other movement of earth;
 - (iii) to gates, fences, retaining walls, exterior textile awnings or blinds, shade cloth, shade sails, or shade house which exceed \$10,000 in respect of any one claim or where exterior textile awnings or blinds, shade cloth, shade sails, or shade house are greater than 5 years of age;
 - (iv) to other property in the open air unless it comprises or forms part of a permanent structure designed to function without protection of walls or roof(s);
 - (v) to Buildings (or their Contents) in the course of construction or reconstruction unless the Buildings are enclosed and under roofs with all outside doors and windows permanently in place;
 - (vi) by water entering the Buildings, unless it is through an opening made by the storm;
 - (vii) to growing crops, trees or any other plants;
 - (viii) as a result of structural defect, faulty design or faulty workmanship.
- 1.5 Water discharged or leaking from any pipe or water system installed in or on the Building and/or an adjoining Building and/or by water from a water main outside the Building, but excluding destruction or damage caused directly or indirectly:
 - (i) as a result of structural defect, faulty design or faulty workmanship
- 1.6 Impact by:
 - (i) vehicles designed primarily for use on land;
 - (ii) animals, trees and aerials;
 - (iii) aircraft and other aerial devices and/or articles dropped from them, sonic boom.but excluding destruction or damage caused directly or indirectly:
 - (iv) by any animal kept at the premises.
 - (v) by you or any person acting with your consent felling or lopping a tree.
 - (vi) to growing crops, trees or any other plants.
- 1.7 Earthquake, subterranean fire, volcanic eruption or tsunami or fire resulting from any of these provided that, for destruction or damage occurring during any one period of 48 consecutive hours to property located within the one business site, We shall not be liable to pay the first \$20,000 or an amount being 1% of the Total Sum Insured under this Section One, whichever is the lesser. The Average/Underinsurance Special Condition will be applied to the claim before determining the amount for which We will not be liable. (Refer to 5.2 for further detail)

- 1.8 Riot, civil commotion and labour disturbances but excluding destruction or damage caused directly or indirectly by cessation of work whether total or partial or the delaying, interruption or cessation of any process or operation.
- 1.9 Vandalism or Malicious Damage, including damage directly resulting from persons gaining or attempting to gain unlawful entry to the premises.
but excluding destruction or damage caused directly or indirectly:
 - (i) by Burglary of property;
 - (ii) by guests or lodgers;
 - (iii) to growing crops, trees or any other plants;
 - (iv) to glass or signs.

2. DEFINITIONS

For the purpose of this Section One:

- 2.1 **"Buildings"** means all Buildings, including lessor's fixtures and fittings, outbuildings, structural improvements, fixed equipment and services, fencing, gates, paths and roadways pertaining to the Buildings but does not include property undergoing construction or erection or property comprising alterations or additions or repairs when the value of such work being undertaken exceeds 10% of the Sum Insured on Buildings or \$250,000, whichever is the lesser. Buildings do not include Glass unless the damage is caused as a direct result of fire damage to the Building.
- 2.2 **"Stock"** means all Stock in trade and/or merchandise, including trading Stock in course of production belonging to You or for which You are responsible or for which You have assumed responsibility to insure prior to the occurrence of any destruction or damage, also where applicable licence fees and sales tax which You may be required to bear.
- 2.3 **"Contents"** means all business furniture, machinery, plant and equipment, and includes antiques, curiosities and works of art (limited to \$5,000 to any one article, set or collection of curiosities or art, up to a maximum of \$20,000 for any one claim) belonging to You or for which you have assumed responsibility to insure prior to the occurrence of any destruction or damage.

Contents also include:

- (i) the cost of reproducing the necessary written or printed documents, computer system records, business records, plans and designs but does not include the cost of obtaining information to be recorded;
- (ii) the cost of repair or replacement of necessary patterns, models, moulds, dies and lasts, but limited, unless repaired or replaced, to the value standing in Your financial records;
- (iii) property of employees (excluding motor vehicles), limited to \$1,000 for any one employee, or as stated on the Schedule but if any such person is entitled to indemnity under any other Certificate of insurance effected by him/her or by any person other than You, this cover will only apply in respect of any amount in excess of that provided by such other Certificate;
- (iv) improvements, alterations, decorations, fittings or additions to leased buildings which have been made by You and for which You are not entitled to be reimbursed by the lessor in the event of destruction or damage.

Contents does not include:

Stock, money, coin, bank notes, currency notes, cheques other than stationery, Australia Post money orders, credit card sales vouchers, postage and revenue stamps, other negotiable instruments, security documents, explosives, property of guests or lodgers. Motor vehicles, trailers, aircraft or watercraft, including any parts or accessories associated with, attached or connected to any of these. Contents does not include Glass unless the damage is caused as a direct result of fire damage to the contents.

- 2.4 **"Flood"** means the inundation of normally dry land by water escaping or released from the normal confines of any natural watercourse or lake, whether or not altered or modified, or any reservoir, channel, canal, dam or river, BUT DOES NOT MEAN inundation by water from fixed pipes, water systems or water mains or run-off surface water from surrounding areas, or overflowing of storm water drains or systems.
- 2.5 **"Indemnity Costs"** means the amount which We will pay is limited to the costs necessary to replace, repair or rebuild the damaged property to a condition substantially the same as but not

better or more extensive than its condition at the time that the damage occurred taking into consideration age, condition, the remaining useful life, deterioration, wear and tear which has taken place over time and if we are insuring Stock in Trade, whether the Stock is obsolete. We will choose whether We will make payment, replace the damaged property or carry out repairs.

3. ADDITIONAL BENEFITS

We will also indemnify You, where a claim is admitted under Section One for the following Additional Benefits necessarily and reasonably incurred and in addition to the Sum insured.

3.1 For Removal of Debris

Costs and expenses necessarily and reasonably incurred for the removal of debris, demolition, dismantling, shoring up, propping and temporary repairs including demolition and removal of any property belonging to You, at the situation(s) nominated in the Schedule which is no longer useful for the purpose it was intended provided such demolition and removal is necessary for the purpose of reinstatement and replacement.

Provided that:

- (i) Our liability shall not exceed more than \$20,000 or the Sum Insured stated in the Schedule any one claim.
- (ii) Our liability does not include the costs of removal, nullification or cleaning up of contaminant or pollutant substances, including asbestos.

3.2 For Fire Extinguishment Costs

- (i) the wages of Your usual employees (other than full-time members of a fire fighting unit) employed by You for the express purpose of cleaning up as a direct result of a fire,
- (ii) the cost of replenishment of existing fire fighting appliances at the situation at the time of the event or incident which have been exhausted as a direct result of the event / incident as directed by the recognised Authority.
- (iii) any payments required under any statute to be made by You to a fire brigade or fire fighting authority for the purpose of shutting off the water supply at or adjoining the situation of the Business or immediately threatening to involve the situation of the Business.

Provided that:

Our liability shall not exceed more than \$25,000 or the Sum Insured stated in the Schedule any one claim.

3.3 For Architects', Surveyors', Consulting Engineers' Fees, The Salary of Clerk of Works and Lawyers' Fees

Those fees approved by Us (which shall not exceed those chargeable under scales of the various institutes and authorities regulating their charges) necessarily and reasonably incurred and payable to any of the persons referred to above in the reinstatement of the Buildings and/or Contents consequent upon their destruction or damage, but not including fees incurred to prepare a claim under the Certificate.

Provided that:

Our liability shall not exceed more than \$10,000 or the Sum Insured stated in the Schedule any one claim.

3.4 Seasonal Variation

The Sum Insured shown in the Schedule for Stock is automatically increased by 100% or \$75,000 whichever is the lesser, during the following periods:

- (i) 21 days prior to and including Easter Tuesday and 7 days following Easter Tuesday;
- (ii) from the 1 December to 15 January the following year (inclusive).
- (iii) any long weekend which occurs as a result of the government gazetting Monday or Friday as a public holiday in the State where the premises are located.

Where Item (iii) occurs during any of the periods under Items (i) or (ii) only one such increase will apply.

3.5 Temporary Removal

This Section One, subject to its terms, definitions, conditions, exclusions and limitations, extends to cover the property insured whilst temporarily removed from any part of Your premises at the situation shown in the Schedule to any other part of Your premises or to any other premises within Australia and whilst in transit by road or rail between any of those places. Provided that:

- (i) We do not indemnify You under this Extension for:
 - (a) Stock, including goods on consignment;
 - (b) the property of employees, guests or lodgers;
 - (c) motor vehicles (other than forklift trucks and similar appliances used for hauling or conveying goods within the premises at which the Business is situated);
- (ii) the total sum payable under this Extension shall not exceed 10% of the Sum Insured for which the property is insured and shall not exceed the amount that would have been payable had the destruction or damage occurred in that part of Your premises from where it was removed;
- (iii) this Extension shall not apply to any property which has been removed for a period of excess of 90 days except with Our written consent;
- (iv) this Extension shall not cover destruction or damage resulting from water or impact while the property is in the open air or in transit.

3.6 Floor Space Ratio Index

Where the Reinstatement and Replacement Value Conditions and Extra Costs of Reinstatement Conditions are operative in this Section One, if the Building(s) is/are damaged by an Event to such a degree as to constitute total loss or constructive total loss and as a result of the exercise of statutory authority reinstatement of the Building(s) as before is prohibited and reinstatement cannot take place, We will indemnify You, on completion of the said limited reinstatement, provided the reinstatement is commenced with reasonable dispatch, in addition to any amount payable on reinstatement of the Building(s);

- (i) The difference between
 - (a) the actual cost of reinstatement incurred in accordance with the reduced Floor Space Ratio index; and
 - (b) the estimated cost of reinstatement at the time of the damage which would have been incurred had a reduced Floor Space Ratio Index not been applicable;in arriving at the difference referred to above the actual and estimated costs shall not include the extra cost of reinstatement, including demolition or dismantling of the Building(s) necessarily incurred as a result of the exercise of statutory authority.
- (ii) The amount incurred for fees, contributions or other imposts if made necessary by any statutory requirement where such fees, contributions or other imposts are incurred as a condition precedent to the obtaining of consent to reinstate the Building(s).

3.7 Stock in Bond or Free Stores

Where this Extension is selected on the Schedule as being operative, the insurance under this Section One in respect of Stock is extended to include Stock in any bond or free store within Australia.

Provided that:

Our liability shall not exceed the limit shown in the Schedule under heading "Stock in bond or free stores".

3.8 Landscaping

Costs incurred by You to refoliate the immediate surroundings of the subject risk where damage occurred due to a peril insured under this Section.

Provided that:

Our liability shall not exceed more than \$20,000 or the Sum Insured stated in the Schedule any one claim.

3.9 **Exploratory Costs**

Costs incurred by You to find the source of a leak when liquids have caused physical damage to Property.

Provided that:

Our liability shall not exceed more than \$10,000 or the Sum Insured stated in the Schedule any one claim.

3.10 **Cost of Clearing Drains**

Cost of clearance of drains including expenses necessarily incurred in clearing and/or repairing drains, gutters, sewers and the like, at or in the vicinity of the Situation shown in the Schedule.

Provided that:

(i) Our liability shall not exceed more than \$10,000 or the Sum Insured stated in the Schedule any one claim.

(ii) Our liability does not include the costs of removal, nullification or cleaning up of contaminant or pollutant substances, including asbestos.

3.11 **Expediting Expenses**

Costs and expenses for express carriage rates and extra payments for overtime, night, Sunday or Public Holiday working incurred in connection with the repair or reinstatement of the Property Insured.

Provided that:

Our liability shall not exceed more than \$10,000 or the Sum Insured stated in the Schedule any one claim.

3.12 **Loss of Land Value**

If any requirement of any legal authority does not allow rebuilding or only partial rebuilding at the Situation shown in the Schedule, We will pay the difference between:

(a) the land value after such rebuilding, or

(b) the land value after it has been determined that rebuilding is not possible, and the land value before the damage.

Less, any sum paid by any authority by way of compensation.

Provided that:

Our liability shall not exceed more than 10% of the Sum Insured for the Building shown in the Schedule or \$100,000 whichever is the lesser.

4. **BASIS OF SETTLEMENT**

Buildings, Contents or other Property

4.1 **Reinstatement and Replacement (including Extra Cost) Conditions**

(i) Reinstatement and Replacement Value is the basis upon which the amount payable under Section One shall be the cost of Reinstatement of the damaged property at the time of its Reinstatement.

For the purpose of the insurance "Reinstatement" means:

(a) where property is lost or destroyed, in the case of a Building, the rebuilding thereof or in the case of Contents, the Replacement thereof by similar property. In either case in a condition equal to, but not better or more extensive than its condition as new;

(b) where the property is damaged, the restoration and the repair of the damaged portion to a condition substantially the same as, but not better or more extensive than its condition when new.

The work of rebuilding, replacing, repairing or restoring, as the case may be (which may be carried out on another site and in any manner suitable to Your requirements but subject to Our Liability not being increased as a result) must be commenced and carried out with reasonable dispatch, failing which We shall not be liable to make any payment beyond the amount which would have been payable under this Section One if this Extension had not applied.

(ii) **Extra Cost Conditions**

We will pay for the extra cost of reinstatement, including demolition or dismantling of Buildings, and/or Contents (other than the property of employees, guest or lodgers) necessarily incurred to enable compliance with any municipal or statutory requirement at the time of reinstatement.

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

For the purpose of this extension, "Reinstatement" means:

- (a) where the Building and/or Contents are destroyed, their reinstatement by similar property by way of rebuilding or replacement in a condition equal to, but not better or more extensive than their condition when new;
- (b) where the Building and/or Contents are damaged, the restoration and the repair of the damaged portion to a condition substantially the same as, but not better or more extensive than its condition when new.

The work of reinstatement (which may be carried out wholly or partially upon another site if made necessary by any statutory requirements, but subject to Our liability not being increased as a result) must be carried out with reasonable dispatch, failing which we shall not be liable to make any payment beyond the amount which would have been payable under this Section One if this Extension had not applied;

The amount payable under this Extension shall not include any extra cost to comply with any municipal or statutory requirements imposed and with which You had been required to comply prior to the happening of the destruction or damage.

Stock

Where the Stock has been destroyed the amount payable will be assessed in accordance with the **Indemnity Costs**.

5. SPECIAL CONDITIONS APPLYING TO SECTION ONE

5.1 Hazardous Goods

Hazardous Goods may be stored if usual to the Business but only in such quantities and in such manner as permitted by law.

5.2 Average / Underinsurance

In the event of destruction or damage to the Buildings and/or Stock and/or Contents, if the respective amount shown against each item in the Schedule is less than 85% of the value of either Buildings or Stock or Contents at the time such loss, destruction or damage occurs We will only pay the proportion of such loss, destruction or damage that the respective sum(s) bear to 85% of those respective values but limited also to the amount shown against each item in the Schedule. This clause shall not apply if the amount of any destruction or damage does not exceed 7.5% of the respective Sum Insured. Where the Reinstatement and Replacement Value (including Extra Cost) Conditions Extension of this Section One applies then, for the purpose of this Special Condition, the value of Buildings and/or Contents shall include the cost which would have been incurred in reinstatement or replacement if the whole of the property insured by those items had been destroyed.

5.3 Sprinkler and/or Fire Alarm Systems

If You have fire sprinkler system, fire alarm system (including smoke and Heat Detectors) installed at the situation shown in the Schedule, You must:

- (i) ensure they are regularly tested and maintained in accordance with the manufacturer's recommendations; and
- (ii) ensure that they are made operational outside normal business hours.

We may refuse to pay or may reduce the amount of a claim if You do not comply with this Condition.

5.4 **Excesses**

The Excesses appearing in this Section One shall not be aggregated and the highest appropriate Excess shall be applied to all claims or series of claims arising out of the one Event.

5.5 **Progress Payments**

Progress Payments on account of any claims for which liability has been admitted by Us under this Section One may be made at such intervals and for such amounts as may be agreed upon production of a report by the Loss Adjuster as to the amount(s) of loss actually incurred by You as at the date of the report provided that such payment(s) shall be deducted from the amount finally determined upon adjustment of the claim.

5.6 **Smoke / Heat Detection**

It is a condition precedent to indemnity under this Certificate that Hotels, Bars, Taverns or Motels must have operational smoke or heat detection devices installed throughout the premises.

5.7 **Cooking – Hotels, Bars, Taverns, Motels, Restaurants and Take Away Food Shops**

It is a condition precedent to indemnity under this Certificate that no cooking of food shall be permitted unless the area specified is acceptable for cooking as required by local building ordinance or building regulations which would include but not be limited to having provision for venting, fire protection and hygiene.

5.8 **Deep Fat Fryers**

It is a condition precedent to indemnity under this Certificate that the following requirements be met:

- An automatic thermostat must be fitted to each pan, thermostats to disconnect each heating element from the power/gas supply;
- A fire blanket must be installed adjacent to the Fryer to be readily available for immediate use;
- A fully charged Fire Extinguisher must be installed adjacent to the Fryer to be readily available for immediate use;
- All thermostats, pans, fire blankets and extinguishers must be at all times maintained in good working order and must be serviced and maintained in accordance with current regulations.

5.9 **Flue Cleaning**

It is a condition precedent to indemnity under this Certificate that an independent contractor be employed to clean kitchen exhaust flues on a minimum twelve monthly contract basis. Filters to be cleaned fortnightly by the Insured or by an independent contractor.

5.10 **Open Fires / Ashtrays**

It is a condition precedent to indemnity under this Certificate that the contents of open fires and ashtrays will be removed from the premises at the end of trading and emptied into metal refuse containers.

SECTION TWO – BUSINESS INTERRUPTION

If any Building or property or any part thereof used by you for the purpose of the Business is lost destroyed or damaged, or there is loss, destruction or damage to any property in the vicinity of your premises at the situation which prevents or hinders the use or access to your premises (and that loss, destruction or damage is as a result of any event caused in circumstances which would give rise to an admissible claim if that property was insured under Section One of this Certificate);

And provided that the carrying on of the Business referred to in the Schedule is interrupted or interfered with as a result, We will pay to you the amount of loss resulting from such interruption of or interference in accordance with the basis of settlement applicable to this Section Two.

We will not pay more than the amount shown against each item in the Schedule for Section Two of the Certificate and any payment is subject to the terms, definitions, conditions, exclusions and limitations of this Section Two.

1. DEFINITIONS

For the purpose of Section Two:

- 1.1 **“Trading Profit”** means the Takings less the cost of goods, materials and/or services relating to those Takings and less Your salaries and/or wages items.
- 1.2 **“Takings”** means the money paid or payable to You for:
- (i) goods sold and delivered and for work done;
 - (ii) services rendered;
 - (iii) rents receivable;
- in the course of carrying on the Business at the premises at the situation shown in the Schedule. If, during the Indemnity Period, goods shall be sold or work done or services rendered or rents earned elsewhere than at the premises for the benefit of the Business either by You or by others on Your behalf, the monies so paid or payable for those activities shall be brought into account in arriving at the Takings during the Indemnity Period.
- 1.3 **“Indemnity Period”** means the period beginning with the occurrence of the loss or damage and ending not later than the number of months thereafter shown in the Schedule under that heading during which the results of the Business shall be affected as a result of that loss or damage.
- 1.4 **“Rate of Trading Profit”** means the Rate of Trading Profit earned on the Takings during the financial year immediately before the date of the occurrence of the loss or damage, but adjusted as stated below.
- 1.5 **“Annual Takings”** means the Rate of Trading Profit earned on the Takings during the financial year immediately before the date of the occurrence of the loss or damage, but adjusted as stated below.
- 1.6 **“Standard Takings”** means the Takings during the period corresponding with the Indemnity Period in the comparable period immediately before the date of the occurrence of the loss or damage, but adjusted as stated below.
- The Rate of Trading Profit, Annual Takings and Standard Takings shall be adjusted as may be necessary to provide for variations in or other circumstances affecting the Business so that the adjusted figures shall represent as far as possible the results which but for the loss or damage would have been obtained during the relevant period after the loss or damage occurred. In the event of loss or damage occurring before the expiry of the first financial year of the Business, the results of the Business to the date of the loss or damage shall be used as a basis upon which to assess any loss, subject otherwise to all the terms, definitions, conditions, exclusions, extensions and limitations of the Certificate.
- “Payroll / Wages”** means the salaries and/or wages of all employees for whom provision has not been made under Item 1 of this Section Two and includes but is not limited to - Payroll Tax, Bonuses, Holiday Pay, and Workers Compensation Insurance Premiums.

2. BASIS OF SETTLEMENT

- 2.1 The amount which We will pay under the Trading Profit/Gross Rentals item of this Section Two is limited to the loss of Trading Profit due to a Reduction in Takings and/or an Increase in Cost of Working.
- The amount payable shall be:
- (i) in respect of reduction in Takings - the sum produced by applying the Rate of Trading Profit to the amount by which the Takings during the Indemnity Period shall as a result of the loss or damage fall short of the Standard Takings;
 - (ii) in respect of Increase in Cost of Working - the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or lessening the reduction in Takings which, but for the expenditure, would have taken place during the Indemnity Period as a result of the loss or damage, but not exceeding the sum produced by applying the Rate of Trading Profit to the amount of the reduction thereby avoided;
- less any sums saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Trading Profit as may cease or be reduced as a result of the loss or damage, and provided that if the Sum Insured for this item shall be less than the sum produced by applying the Rate of Trading Profit to the Annual Takings or a proportionately increased multiple where the maximum Indemnity Period exceeds twelve months the amount payable shall be proportionately reduced.

- 2.2 The amount which We will pay under the Wages item of this Section Two is limited to loss in respect of payment of Wages for a period beginning with the occurrence of the damage and ending not later thereafter than the number of weeks shown in the Schedule in respect of this item.

The amount payable shall be:

that amount which You shall pay as Wages for such period for employees whose services cannot as a result of the damage be utilised by You at all and an equitable part of the Wages paid for such period to employees whose services cannot as a result of the loss or damage be utilised by You to the full; and provided that, if the Sum Insured for this item shall be less than the aggregate amount of the Wages that would have been paid during the number of Weeks (as shown in the Schedule) immediately following the loss or damage, had the loss or damage not occurred, the amount payable shall be proportionately reduced.

- 2.3 The amount which We will pay under the increase in cost of working item of this Section Two is limited to such further expenditure beyond that recoverable under Clause 2.1.2

The amount payable shall be:

the additional expenditure that You necessarily and reasonably incur during the Indemnity Period as a result of the damage for the purpose of avoiding or diminishing the reduction in Takings and/or resuming or maintaining normal business operations and/or services.

- 2.4 New Business

If a claim occurs before the completion of the first year's trading of the business, We will use the results of your business to the date of the claim as the basis to settle your claim.

3. ADDITIONAL BENEFITS

- 3.1 **Departmental Provision**

If the Business is conducted in departments the independent trading results of which are maintained, the insurance cover provided by this Section Two shall apply separately to each department affected by the loss or damage, except that if the Sum Insured under this Section Two shall be less than the total of the sums produced by applying the Rate of Trading Profit for each department (whether affected by the loss or damage or not) to the relevant Takings of each department, the amount payable shall be proportionately reduced.

- 3.2 **Accumulated Stocks Provision**

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

- 3.3 **Salvage Provision**

If, following loss or damage giving rise to a claim under this Section Two You shall hold a salvage sale during the Indemnity Period, the Basis of Settlement under 2.1.1 of this Section Two shall read as follows:

in respect of reduction in Takings the sum produced by applying the Rate of Trading Profit to the amount by which the Takings during the Indemnity Period (less Takings for the period of the salvage sale) shall, as a result of the loss or damage, fall short of the Standard Takings from which sum shall be deducted the Trading Profit actually earned during the period of the salvage sale.

- 3.4 **Suppliers' Premises and/or Customers' Premises**

Any loss as insured by this Section Two is extended to include loss resulting from interruption to or interference with the Business as a result of damage to property, in circumstances which would give rise to an admissible claim under Section One if that property were insured under Section One within Australia at any of the premises of Your suppliers, manufacturers or processors of component goods and materials and/or Your customers, provided that Our liability under this item shall not exceed \$100,000 or 20% of the Gross Profit under this Section Two, whichever is the lesser.

- 3.5 **Closure or Evacuation; Food or Drink Poisoning; Murder, Suicide**

Any loss as insured by this Section Two resulting from interruption to or interference with the Business arising from:

- (i) closure or evacuation of the whole or part of the premises by order of any Government or Public or Local Authority consequent from:
 - a felonious act by a person or persons other than You;
 - vermin or pests or defects in the drains or the sanitary arrangements at the business premises;
 - the outbreak of a notifiable or contagious disease in humans occurring at the business premises;
- (ii) by poisoning directly caused by the consumption of food or drink provided at the business premises;
- (iii) murder or suicide, or threat thereof, occurring in or at the business premises;
shall be deemed to be loss resulting from damage to property used by You at Your premises.

3.6 Computer Installations

Loss as insured by this Section Two resulting from interruption to or interference with the Business occasioned by damage to computer installations including ancillary equipment and data processing media utilised by You anywhere in Australia is included provided that liability for such damage to the Computer installation including ancillary equipment and data processing media being utilised would have been admitted by Us had such property been included in the property insured under Section One.

3.7 Public Utilities

Loss as insured by this Section Two resulting from interruption to or interference with the Business in consequence of damage to property at any electricity station or sub-station, gas works or water works of a public supply undertaking provided that liability for damage to such property would have been admitted by Us had such property been included in the property insured under Section One and provided that our liability under this item shall not exceed \$10,000 or 5% of the Gross Profit under this Section Two, whichever is the lesser.

3.8 Excess Waiver

If We or any other insurer will not pay or admit liability for a claim for events covered under Section One to property solely owing to the operation of a proviso, clause or condition in the Insurance excluding liability for loss below a specified amount, the operation of such proviso, clause or condition shall not affect Your entitlement to indemnity under this Section Two.

3.9 Books of Account

Any particulars or details contained in Your books of account or other business books or documents which may be required by Us for the purposes of investigating or verifying any claim made under this Section Two may be produced by Public Accountants if at the time they are regularly acting as such for You and their report shall be evidence of the particulars and details to which such report relates.

3.10 Adjustment of Premium

In the event of: the Trading Profit earned, or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds twelve months; or where Wages are separately insured, the proportion of the annual wages paid relative to the number of Weeks Wages insured; during the Accounting period of twelve months most nearly concurrent with any period of insurance as certified by Your Auditor being less than the respective Sum(s) Insured pro rata return of premium not exceeding 50% of the premium paid on the such Sum(s) Insured for that period of insurance will be made in respect of the difference. If any loss or damage shall have occurred giving rise to a claim under this Section Two, such return shall be made in respect only of so much of the difference as is not due to such loss or damage. The allowance of any return premium is conditional upon You lodging Your auditor's certificate with Us within twelve months of the period of insurance for which return of premium is claimed.

3.11 Progress Payments

Progress payments on account of any claim for which liability has been admitted by Us under this Section Two may be made at such intervals and for such amounts as may be agreed upon production of a report by the Loss Adjuster as to the amount(s) of loss actually incurred by You at the date of the report, provided that such payment(s) shall be deducted from the amount finally determined upon adjustment of the claim.

3.12 Accountant Fees

Where a claim is admitted under this Section Two We will indemnify You for the necessary and reasonable fees payable to an Auditor or Accountant incurred by You in certifying and/or in the preparation of the claim.

Provided that:

- (i) Our liability shall not exceed more than \$10,000 any one Claim; or
- (ii) The Sum Insured stated in the Schedule.

4. SPECIAL CONDITIONS APPLYING TO SECTION TWO

4.1 Termination of Cover under Section Two

Notwithstanding anything contained herein to the contrary, if during any period in respect of which this Certificate is in force:-

- (i) You cease to carry on the Business or any part of the Business is disposed of, permanently discontinued or Your interest in the Business or such part thereof ceases otherwise than by death; or
- (ii) You (being a corporation) are placed in liquidation (or provisional liquidation), are placed under Official Management, enter into a Scheme of Arrangement, have Receivers and/or Managers appointed over assets or undertaking(s); or
- (iii) You (being a natural person) become a bankrupt or enter into a Scheme of Arrangement or Compromise or Composition with Creditors;

then the insurance cover under this Section Two of this Certificate in respect of such Business or Natural Person shall automatically and forthwith cease.

In the event of the Indemnity Period having begun to run in respect of any claim relating to such Business or part thereof, the Indemnity Period shall thereupon be at an end, unless its continuance is admitted by memorandum signed for or on behalf of Us.

4.2 Claims Procedure

On the happening of any loss or damage You must:

- (i) use due diligence and do and concur in doing all things reasonably practicable to minimise any interruption of or interference with the Business and to avoid or diminish the loss;
- (ii) comply with the General Condition 6, as soon as possible deliver to Us a statement in writing setting out the details of the claim prepared by Your accountant, together with all particulars reasonably practicable as to the loss. You must also produce and furnish to Us all books of account and other business books, invoices, vouchers and other documentation which We may reasonably require and any other information verified if requested by Us on oath.

4.3 Co-Insurance / Average

In the event that the sum insured for Gross Profit, selected by You, is less than 85% of the value of the sum produced by applying the Rate of Trading Profit to the Annual Takings (or the proportionately increased multiple thereof where the Indemnity Period exceeds 12 months) at the time such loss, destruction or damage occurs We will only pay the proportion of such loss, destruction or damage that the respective sum bear to 85% of the Gross Profit.

SECTION THREE – ACCIDENTAL DAMAGE

- 1.1 If you suffer any sudden, unforeseen, unintentional and unexpected loss or damage and not excluded by this Section Three, We will pay You the amount of such loss.

Provided that:

- (i) Our liability shall not exceed more than \$50,000 any one claim; or
- (ii) The Sum Insured stated in the Schedule.

Exclusions:

Any loss which is insurable under any other Section of the Policy whether effected or not, or which is excluded under any other Section of the Policy and also excluding:

- (i) destruction of or damage to:
 - gates, fences, retaining walls, textile awnings, blinds, signs;
 - animals, birds, fish or any other living thing;

- growing crops, trees or any other plants
 - property undergoing construction, erection, alteration or addition;
 - fixed glass, showcase glass, glass table tops, mirrors;
 - fixed wash basins, lavatory pans and cisterns;
 - sign writing, ornamentation, reflective materials, burglar alarms, tapes affixed to glass;
 - tiled shop fronts;
 - picture tubes and screens of television or visual display units, or plasma screens, where there is only damage through the screen or tube failure;
 - any electrical devise (including wiring) caused by a surge in electrical current;
 - money;
 - property in transit.
- (ii) destruction of or damage arising directly or indirectly out of or caused by:
- data processing or media failure or breakdown or malfunction of the processing system including operator error or omission, computer virus;
 - moth, termites or other insects, animals, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variations in temperature or exposure to light or darkness, evaporation, disease, inherent vice or latent defect, adjusting, testing or servicing operations, loss of weight, change in flavour, texture or finish;
 - smut or smoke from industrial operations (other than sudden and unforeseen damage resulting there from);
 - mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any machine or electrical or electronic device and/or damage to goods maintained in a temperature controlled environment;
 - wear, tear, fading, scratching or marring, chipping, denting, gradual deterioration or development flaws, normal upkeep or making good;
 - error or omission in design, plan or specification or failure of design or failure during testing;
 - normal settling, seepage, shrinkage or expansion in buildings or foundations, walls, paths, roadways and other structural improvements, creeping and/or heaving, vibration;
 - faulty materials or faulty workmanship;
 - spontaneous fermentation or heating or any process involving the application of heat;
 - any act of fraud or dishonesty by any person in Your service;
 - unexplained inventory shortage or disappearance resulting from clerical or accounting errors, shortage in the supply or delivery of materials or goods to or from the situations shown in the Schedule;
 - loading or unloading
 - burglary, theft or any attempted burglary or theft;
 - failure of the supply of water, gas, electricity or fuel;
 - cessation of works whether total or partial;
 - water from or action by the sea, tidal wave or high water.
 - erosion, subsidence, landslide, collapse, settling or any other movement of earth;
 - incorrect siting of buildings;
 - demolition ordered by any Government or Public or Local Authority due to failure on the part of You or Your agents to obtain the necessary permits required;
 - the confiscation, nationalisation, requisition of any Property;
 - any manufacturing process.

The amount of each claim otherwise payable under this Section shall apply in excess of the amount of any Excess applicable.

SECTION FOUR – GLASS

In the event of Breakage of Glass or Fixed Basins where shown in the Schedule as included, Glass or artificial panels forming part of fixed illuminated signs belonging to You or for which You are responsible at the premises shown in the Schedule, We will pay for the cost of replacement of that Glass or Fixed Basin. We will also pay for the replacement or repair of fixed, illuminated signs up to a value of \$5,000 any one claim. The amount of each claim otherwise payable shall apply only after application of the amount of any Excess shown on the Schedule.

1. DEFINITIONS

For the purpose of this Section Four:

“Breakage” means a fracture extending through the entire thickness of the Glass or Fixed Basin, or in the case of laminated Glass through the entire thickness of the lamination or through the entire thickness of the Glass or artificial panel forming part of a fixed illuminated sign;

“Glass” means fixed Glass, showcase Glass, Glass table tops (fixed or unfixed), mirrors (hanging or fixed);

“Fixed Basins” means fixed washbasins, lavatory pans, cisterns, baths and shower bases.

2. ADDITIONAL BENEFITS

We will also pay for:

- (i) damage to sign writing, ornamentation, reflective materials, security film, burglar alarm tapes and connections attached to the Glass, following Breakage of the Glass;
- (ii) damage to showcases and frames window/door frames and tiled shopfronts forming part of the premises at the situation caused by an act of violence, other than by You or a person or persons in Your service, including the cost of modification in compliance with the minimum requirements of any municipal or statutory authority;
- (iii) the cost of temporary shuttering, boarding up or other protection reasonably necessary pending replacement of the broken Glass;
- (iv) the cost incurred in removing and replacing fixtures and fittings during replacement of the broken Glass;
- (v) the value of stock in trade rendered unsaleable following spoilage by glass as a result of Breakage of the Glass.

but limited in total for all losses arising out of the one occurrence to \$5,000 or the Sum Insured on Additional Costs stated in the Schedule, whichever is the greater.

3. EXCLUSIONS

This Section Four does not cover:

- (i) the cost of removal or replacement of any fittings, fixtures or other obstructions except as specifically provided for in the Additional Benefits section of this Section Four;
- (ii) Breakage of Glass or Fixed Basins or Glass or artificial panels forming part of fixed illuminated sign, where any of these are cracked or imperfect;
- (iii) Breakage of Glass forming part of stock in trade and/or merchandise;
- (iv) Breakage resulting from or as a consequence of any fire;
- (v) indemnity beyond that shown as a Sum Insured on the Schedule against illuminated signs. If no figure is shown against this item Our Liability will be limited to \$5,000.
- (vi) Scratching, marring or distortion.

SECTION FIVE – BURGLARY

If any of the Stock or Contents as described in the Schedule and while contained within the premises at the situation shown in the Schedule (which premises for the purposes of this Section Five shall include fully enclosed, fenced or walled areas but shall not include any garden, open yard, open verandah, open building or other open areas) are lost or damaged as a result of Burglary, then We will pay You the value of that Stock or those Contents at the time of the Burglary or the amount of the damage, or We may, at Our option, reinstate or replace the whole or that part of the Stock or those Contents that was damaged or lost.

We will not pay more than the amount shown against each item in the Schedule for this Section Five. The amount of each claim otherwise payable shall be reduced by the amount of any Excess applicable.

1. DEFINITIONS

For the purpose of this Section Five:

“Stock” means all stock in trade and/or merchandise including trading Stock in course of production belonging to You or for which You are responsible or for which You have assumed responsibility to insure prior to the occurrence of any loss or damage, also where applicable licence fees and sales tax which You may be required to bear.

“Contents” means all business furniture, machinery, plant and equipment and includes antiques, curiosities and works of art (limited to \$5,000 to any one article, set or collection of curiosities or art, up to a maximum of \$20,000 for any one claim) belonging to You or for which You are responsible or for which you have assumed responsibility to insure prior to the occurrence of any loss or damage.

Contents also include:

- (i) the cost of reproducing the necessary written or printed documents, computer system records, business records, plans and designs but does not include the cost of obtaining information to be recorded;
- (ii) the cost of repair or replacement of necessary patterns, models, moulds, dies and lasts, but limited, unless repaired or replaced, to the value standing in Your financial records;
- (iii) property of employees (excluding motor vehicles) limited to \$1,000 for any one employee but if any person is entitled to indemnity under any other Insurance Policy effected by him/her or by any person other than You, this cover will only apply in respect of any amount in excess of that provided by such other Certificate;
- (iv) improvements, alterations, decorations, fittings or additions to leased buildings which have been made by You and for which You are not entitled to be reimbursed by the lessor in the event of loss or damage.

Contents does not include:

Stock, money, coins, bank notes, current notes, cheques other than stationery, Australia Post money orders, credit card sales vouchers, postage and revenue stamps, other negotiable instruments, security documents, explosives, motor vehicles, property of guests or lodgers and glass.

“Burglary” means

- (i) stealing consequent upon actual forcible and violent entry into or exit from the premises or any attempt thereat; or
- (ii) stealing or any attempted stealing by a person(s) feloniously concealed on the premises; or
- (iii) stealing or any attempted stealing by a person(s) committing assault upon or threatening immediate violence against You, Your employee(s) or any other person(s).

“Theft” means stealing other than Burglary

2. ADDITIONAL BENEFITS

We will also indemnify You, where a claim is admitted under Section Five for the following Additional Benefits necessarily and reasonably incurred and in addition to the Sum insured.

2.1 Temporary Protection

We will pay You for the cost of temporary protection necessarily incurred to secure the safety of the property insured at the situation pending repair of the damage.

Provided that:

Our liability shall not exceed more than \$5,000 or the Sum Insured stated in the Schedule any one claim.

2.2 Replacement of locks

We will pay the cost of replacing locks, and/or keys and/or combinations and the cost of opening safes and/or strongrooms.

Provided that:

Our liability shall not exceed more than \$5,000 or the Sum Insured stated in the Schedule any one claim.

2.3 Seasonal and Public Holiday Variation

The Sum Insured shown in the Schedule for Stock is automatically increased by 30% or \$25,000 whichever is the lesser, during the following periods:

- (i) 21 days prior to and including Easter Tuesday and 7 days following Easter Tuesday;
- (ii) from the 1 December to 15 January the following year (inclusive).
- (iii) any long weekend which occurs as a result of the government gazetting Monday or Friday as a public holiday in the State where the premises are located.

Where Item (iii) occurs during any of the periods under Items (i) or (ii) only one such increase will apply.

2.4 Theft by Employee(s)

We will pay for the Theft of Stock or Contents as a result of acts of fraud or dishonesty by an Employee or group of Employees acting in collusion, during the Period of Insurance and discovered within 90 days of it occurring.

Provided that:

- (i) Our liability shall not exceed more than \$2,500 during any one Period of Insurance;
- (ii) the police are notified immediately.

Exclusions:

- (i) for loss arising from any act of fraud or dishonesty committed by an Employee or group of Employees acting in collusion after discovery by You of any act of fraud or dishonesty on the part of that Employee or group of Employees acting in collusion
- (ii) if You are insured under Section Six Money, this Additional Benefit shall not be cumulative and shall be limited to \$2,500 in the aggregate any one Period of Insurance.
- (iii) if You are also insured under Section Seven Fidelity Guarantee of this Policy this extension shall not apply.

3. EXTENSIONS – ONLY WHERE INDICATED ON THE SCHEDULE AS BEING OPERATIVE.

Theft

Where this Extension is selected on the Schedule as being operative the insurance by this Section Five is extended to cover Theft.

Provided that We shall not be liable for any loss:

- (i) not discovered within ten working days of the Theft occurring;
- (ii) only discovered during the taking of an inventory.

Our liability under this Extension shall not exceed the limit shown in the Schedule under the heading Theft.

4. EXCLUSIONS

This Section of this Certificate does not cover

- (i) loss or damage resulting from Burglary or Theft committed by:
 - (a) a member of Your family;
 - (b) any person(s), directly or indirectly in Your employment, unless Burglary is consequent upon forcible and violent entry into or exit from the premises at the situation;
- (ii) loss or damage resulting from or as a consequence of any fire;
- (iii) breakage of glass forming part of the premises at the situation;
- (iv) loss or damage arising during or as a result of earthquake, subterranean fire, riot or civil commotion;
- (v) damage to glass;
- (vi) loss or damage of motor vehicles, trailers, aircraft or watercraft, including any parts or accessories associated with, attached or connected to any of these;
- (vii) Property of Guests or Lodgers.

5. SPECIAL CONDITIONS APPLYING TO SECTION FIVE

Protective Device

If You have burglar alarm systems or surveillance equipment installed at the situation shown in the Schedule, You must:

- (i) ensure they are regularly tested and maintained in accordance with the manufacturer's recommendations; and
- (ii) ensure that they are made operational outside normal business hours.

We may refuse to pay or may reduce the amount of a claim if You do not comply with this Condition.

SECTION SIX – MONEY

If you suffer loss from any cause not excluded by this Section Six, of Money as described in the Schedule, We will pay You the amount of such loss. We will not pay more than the amount shown against each item in the Schedule for this Section Six. The amount of each claim otherwise payable shall be reduced by the amount of any Excess payable.

1. THE MONEY INSURED IS

- (i) Money in transit to or from the premises at the situation shown in the Schedule while in Your personal custody or the personal custody of persons authorised by You, including while such Money is contained in the night safe of any bank where You normally transact business. Our liability for Money in a night safe shall cease at bank closing time on the next business day following deposit of the Money. In the case of Money drawn as wages and/or salaries and carried by You or persons authorised by You, such Money is insured also while at the premises and while at places from which it is being paid until actually paid, provided that Our liability for Money not paid out on the day of withdrawal from the bank shall be limited to an amount not exceeding 40% of the particular withdrawal and provided further that, during non-business hours, such Money must be kept in a securely locked safe or securely locked strongroom on Your premises.
- (ii) Money in your Personal custody or that of persons authorised by You while contained in Your or their securely locked private residence, including the Money in Transit to or from the private residence. Our liability for such Money will cease at bank closing time on the next bank business day following that on which the transit of the Money to private residence was completed.
- (iii) Money while on the premises at the situation shown in the Schedule:
 - (a) Business Hours - during Your normal business hours, up to and including departure by staff at close of trade (including whilst not contained within a securely locked safe or Automatic Teller Machine)
 - (b) Non Business Hours - outside Your normal business hours (whilst not contained within a securely locked safe or Automatic Teller Machine)
 - (c) Safe - money at any time whilst contained in a securely locked safe
 - (d) Automatic Teller Machine.

2. DEFINITIONS

For the purpose of this Section Six:

“Money” means current coin, bank notes, currency notes, cheques (excluding non-negotiable cheques), Australia Post money orders, credit card sales vouchers, other negotiable instruments, unused postage and revenue stamps, belonging to the Business or for which You are lawfully responsible in connection with the running of the Business but excluding money belonging to guests or lodgers, lottery tickets or money held in trust.

“Safe” means a container or structure which has been specifically designed for the safe storage of Money or valuables and is designed to protect the contents against fire and attack by hand held or power operated tools but excluding Automatic Teller Machines and Gaming Machines.

3. ADDITIONAL BENEFITS

We will also indemnify You, where a claim is admitted under Section Six for the following Additional Benefits necessarily and reasonably incurred and in addition to the Sum insured

3.1 Temporary Protection

We will pay You for the cost of temporary protection necessarily incurred to secure the safety of the property insured at the situation pending repair of the damage.

Provided that:

Our liability shall not exceed more than \$5,000 or the Sum Insured stated in the Schedule any one claim.

3.2 Replacement of locks

We will pay the cost of replacing locks, and/or keys and/or combinations and the cost of opening safes and/or strongrooms.

Provided that:

Our liability shall not exceed more than \$5,000 or the Sum Insured stated in the Schedule any one claim.

3.3 Employees Property

We will pay for property of employees (excluding motor vehicles) up to \$1,000 for any one employee but if any person is entitled to indemnity under any other Insurance Policy effected by him/her or by any person other than You, this cover will only apply in respect of any amount in excess of that provided by such other Insurance Policy.

3.4 Seasonal and Public Holiday Variation

The amounts shown on the Schedule for Money in Transit, Money on the Premises during Business Hours and Money on the Premises whilst contained in a locked safe or strongroom or ATM, are increased by 50% or \$30,000 whichever is the lesser, during the following periods:

- (i) 21 days prior to and including Easter Tuesday and 7 days following Easter Tuesday;
- (ii) from the 1 December to 15 January the following year (inclusive);
- (iii) any long weekend which occurs as a result of the government gazetting Monday or Friday as a public holiday in the State where the premises are located.

Where Item (iii) occurs during any of the periods under Items (i) or (ii) only one such increase will apply.

Provided that:

Our liability under this Section shall cease at bank closing time on the next bank business day.

3.5 Theft by Employee(s)

We will pay for the Theft of Money as a result of acts of fraud or dishonesty by an Employee or group of Employees acting in collusion, during the Period of Insurance and discovered within 90 days of it occurring.

Provided that:

- (i) Our liability shall not exceed more than \$2,500 during any one Period of Insurance;
- (ii) the police are notified immediately.

Exclusions:

- (i) for loss arising from any act of fraud or dishonesty committed by an Employee or group of Employees acting in collusion after discovery by You of any act of fraud or dishonesty on the part of that Employee or group of Employees acting in collusion
- (ii) if You are insured under Section Five Burglary, this Additional Benefit shall not be cumulative and shall be limited to \$2,500 in the aggregate any one Period of Insurance.
- (iii) if You are also insured under Section Seven Fidelity Guarantee of this Policy this extension shall not apply.

4. EXCLUSIONS

This Section Six does not cover loss:

- (i) due to shortages resulting from clerical or accounting errors in receiving or paying out or errors in refilling Automatic Teller Machines;
- (ii) due to shortages resulting from malfunction, or direct or indirect manipulation of any machine or gaming device, including Automatic Teller Machines;
- (iii) by or through the act of any person(s) using any machine, gaming device or Automatic Teller Machine;
- (iv) by or through the act of fraud or dishonesty by any person or persons in Your service acting alone or in collusion with any other person(s);
- (v) from a safe or strongroom opened by a key or by use of details of a combination, either of which has been left unattended in the same room as the safe;
- (vi) of Money carried by professional money carriers, professional carriers or common carriers;
- (vii) from any unattended vehicle;
- (viii) not discovered within ten working days of the loss occurring;
- (ix) occurring outside Australia;
- (x) being consequential loss of any description.

5 SPECIAL CONDITIONS APPLYING TO SECTION FIVE

Protective Device

If You have burglar alarm systems or surveillance equipment installed at the situation shown in the Schedule, You must:

- (i) ensure they are regularly tested and maintained in accordance with the manufacturer's recommendations; and
- (ii) ensure that they are made operational outside normal business hours.

We may refuse to pay or may reduce the amount of a claim if You do not comply with this Condition.

SECTION SEVEN – FIDELITY GUARANTEE

If You in the course of the Business referred to in the Certificate Schedule suffer any direct pecuniary loss by any Act committed by an Employee as defined below We will reimburse you upon satisfactory proof an amount not exceeding the limits shown in the Schedule for this Section Seven. The amount of each claim otherwise payable shall be reduced by the amount of any Excess payable.

1. DEFINITIONS

For the purpose of this Section Seven:

“Employee” means any person or persons acting in collusion while working for you in connection with the Business referred to in the Certificate Schedule;

“Act” means a fraudulent or dishonest act or omission by an Employee with the clear intent of making improper financial gain.

2. EXCLUSIONS

This Section Seven does not cover:

- (i) pecuniary loss unless the Act is discovered not later than 90 Days after the termination of this Certificate or not later than 90 Days after the termination of the employment of the Employee whichever shall have happened first;
- (ii) more than the limit shown in the Schedule in respect of any Employee notwithstanding that the Act was committed by such Employee during more than one period of insurance;

- (iii) pecuniary loss arising from an Act committed more than six (6) months prior to the date of receipt by Us of notice of such Act. However, in respect of any Act committed during the period of insurance which was discovered after but within 90 Days of the termination of this Section Seven or within 90 Days of the termination of the employment of such Employee whichever shall have happened first You will be entitled to claim for any such Act which occurred within the period of six (6) months prior to the date of termination of this Section Seven or the date of termination of such employment whichever shall have happened first;
- (iv) for loss arising from any Act after discovery by You of any Act
- (v) more than the limits shown in the Certificate Schedule in respect of any one period of insurance for any one Employee and for all Employees;
- (vi) losses arising out of Acts committed prior to the period of cover shown on the Certificate Schedule.

3. ADDITIONAL BENEFITS
Accountant Fees

Where a claim is admitted under this Section Seven We will indemnify You for the necessary and reasonable fees payable to an Auditor or Accountant incurred by You in certifying and/or in the preparation of the claim.

Provided that:

Our liability shall not exceed more than \$5,000 any one Claim

4. SPECIAL CONDITIONS

4.1 Upon the discovery of any circumstances giving rise or likely to give rise to a claim under this Section Seven You must:

- (i) forthwith give notice to Us explaining fully all such circumstances;
- (ii) immediately notify the police;
- (iii) if and when required by Us (but at Our expense if a conviction is obtained) use all diligence in prosecuting or assisting to prosecute any Employee to conviction for any Act in respect of which a claim shall have been made under this Section Seven.

4.2 In the event of any claim being made under this Section Seven You must to the extent allowed by law retain all salary commission moneys or assets the property of any Employee in respect of whom a claim is made which may be in or come into Your hands or under Your control and shall apply the same towards making good the amount of any default due to Acts insured against under this Section Seven. However, if Your loss exceeds the amount recoverable under this Section Seven such retention shall be applied first to the uninsured portion of the loss.

SECTION EIGHT - INDIVIDUAL ACCIDENT AND SICKNESS

This Section will not apply unless its particular specification is attached hereto.

SECTION NINE – BROADFORM LIABILITY

This Section will not apply unless its particular specification is attached hereto.

SECTION TEN A - MACHINERY BREAKDOWN

We will indemnify You for any Physical Loss or Damage to the property described in the Schedule resulting from Breakdown whilst at work or at rest or whilst being dismantled or re-erected for the purpose of overhaul or repair or being moved to another situation within your premises, as mentioned herein, caused by dropping, impact, falling, collision, by objects falling thereon.

“BREAKDOWN” means any sudden and accidental damage to the property described in the Schedule or part thereof which manifests itself at the time of its occurrence by physical damage to the property necessitating repair or replacement of the property or part thereof.

“BREAKDOWN” does not mean: -

1. (i) damage, defects or defective insulation due to the wearing away or wearing out of any part of a machine caused by or naturally resulting from ordinary use or working;
- (ii) gradually developing flaws, defects, defective insulation and cracks or partial fractures in any part which do not cause immediate stoppage and necessitate repair or replacement although at some future time repair or renewal of the parts affected may be necessary;
- (iii) renewal or repair of fuses, collecting brushes, overload protection devices or electrical contacts at which sparking or arcing occurs in ordinary working;
- (iv) lining up or refitting or renewal of keys;
- (v) erosion or corrosion of valves and seatings;
- (vi) renewal of transformer or switch oil;
- (vii) repair or renewal of foundations and masonry;
- (viii) explosion (which does not include the bursting or disruption of turbine compression engine or hydraulic cylinders, flywheels or other parts subject to centrifugal force, transformers or oil immersed switchgear);
- (ix) escape of water from water-containing apparatus (other than apparatus or appurtenances(s) forming part of the Insured Property or directly connected therewith);
- (x) repair or renewal of foundations or brickwork and masonry and/or steel structures forming part of any conveyor system;
- (xi) repair or renewal of electrical heating elements, fuses, glass bulbs, tubes, valves, electronic circuitry;
- (xii) repair or renewal of cutting tools, drills, saws, blades, abrasive wheels or discs, dies, moulds, flexible piping, flexible drives, or expendable parts;
- (xiii) repairs to water or steam valves, fittings, glands, joints, gaskets, pipes, lines and connections which are defective or leaking;
2. (i) loss or damage and/or liability occasioned by or through or in consequence of fire and/or flood;
- (ii) direct damage resulting from lightning or extraneous causes;
3. damage resulting from imposition of abnormal conditions directly or indirectly relating to testing, intentional overloading or experiments;
4. Consequential Loss, damage and/or liability of any description;
5. loss, damage and/or liability caused by operation of a machine when in a materially defective condition and/or loss, damage and/or liability caused by Your wilful act or wilful neglect;
6. loss, damage and /or liability arising during (unless it is proved by You that the loss, damage or liability was not occasioned thereby) or in consequence of a) earthquake, subterranean fire: or b) riot or civil commotion.

BASIS OF INDEMNITY

1. **In the case of repairable damage** – the cost of restoration to normal working order comprising the value of replacement parts, labour charges at standard rates major transport costs at ordinary rates and customs dues or other imposts if levied. The value of any undamaged parts replaced which can be used in any way whatsoever may be deducted.
2. **In the case of total loss** - the market value of the item of Insured Property immediately prior to the occurrence of damage plus the cost of dismantling necessary to remove the item from its installed position but minus the value of any salvage. An item will be deemed to be total loss if the cost of repair as defined in Basis (1) above equals or exceeds the market value immediately prior to the occurrence of the damage.
3. **Excess** – the amount of any indemnity otherwise payable by Us under this specification shall be excess of the amount of the Excess relative to the item of Insured Property concerned stated in the Schedule.

CONDITIONS APPLICABLE TO THIS SECTION

1. In the event of breakdown We may at Our option repair, reinstate or replace that which is damaged or pay for the loss or damage in money.
2. In the case where any claim for which We may be liable under this Certificate is made against You by Third Parties, no admission, offer, promise or payment shall be made by You without Our written consent. We shall be entitled, if We so desire to take over and conduct the matter, in Your name, and You shall give all such information and assistance as We may require in connection therewith.
3. You may proceed with minor repairs of any machine necessitated by breakdown covered by this Certificate, provided that Condition No. 2 is complied with, that the carrying out of such repair is without prejudice to any question of Our liability, that any damaged part requiring replacement is kept for inspection by Our Surveyor, and that the repairs shall be carried out to Our satisfaction. Subject to the foregoing special privilege which is granted to You, We shall not be liable for the cost of any repairs undertaken by You without Our permission in writing.

SECTION TEN B – DETERIORATION OF GOODS IN COLD STORAGE

In the case where any Insured Stock shall be lost or damaged directly due to an Accident covered by Section Ten A, We will, subject to the terms of this Section, indemnify You for such loss or damage.

Our total liability in respect of the Insured Contents in any one year of insurance shall not exceed the amount specified in the Schedule against such Insured Stock.

DEFINITIONS

“Accident” means and is limited to: -

A rise or fall in temperature in the cold chambers as a direct result of breakdown to the Refrigeration Machinery;

The action of refrigerant fumes which have escaped from the Refrigeration machinery.

Accidental failure of Public Electricity Supply, excluding any disconnection by the Supply authorities in the area for any other purpose in respect of which such disconnection shall have been the subject of prior advice by the appropriate authority.

Provided room temperatures are checked daily.

“Breakdown” means and is limited to:

any sudden and accidental damage to the property described in the schedule or part thereof which manifests itself at the time of its occurrence by physical damage to the property necessitating repair or replacement of the property or part thereof.

EXCLUSIONS

We are not liable under this Certificate for: -

1. Loss or damage due to
 - (i) fire, lightning, flood, explosion, leakage from sprinkler installations when happening at the situation; aircraft and/or articles dropped there from;
 - (ii) loss or destruction of or damage to any property whatsoever resulting or arising there from or any consequential loss;
 - (iii) insufficient capacity of the refrigeration machinery for the load imposed.
2. Penalties for delay or detention or consequential loss, damage or liability of any nature whatsoever.

CONDITIONS

You shall ensure that the machinery specified in the Schedule is maintained in good working order and shall at all times take precautions to keep all such machinery in proper state of repair and to enforce the observance by all persons of all proper safeguards and precautions against loss of or damage to the Contents and if any defects of conditions of working which render the risk more than usually hazardous be discovered, You shall forthwith notify Us and shall in the meantime cause such additional precautions to be taken as circumstances may require.

If at any time after the commencement of this insurance the retention of standby or spare machinery or any other loss minimising factors in existence when the insurance was effected be reduced, discontinued or not maintained at the situation in an efficient working condition and available for immediate use, this Certificate shall be avoided unless its continuance be admitted by Us in writing.

SECTION ELEVEN - COMPUTER BREAKDOWN

This Section will not apply unless its particular specification is attached hereto.

SECTION TWELVE – LAND TRANSIT

This Section will not apply unless its particular specification is attached hereto.

SECTION THIRTEEN – GENERAL PROPERTY

This Section will not apply unless its particular specification is attached hereto.

GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS OF THIS CERTIFICATE

1. This Certificate does not provide cover for loss, damage, destruction or liability directly or indirectly occasioned by or happening through or in consequence of:
 - (i) Your wilful act or a wilful act committed with Your connivance;
 - (ii) war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
 - (iii) Highly Pathogenic Avian Influenza or any other disease declared to be a quarantinable disease under the Australian Quarantine Act 1908 and subsequent amendments.
2. This Certificate does not provide cover for loss, damage, destruction directly or indirectly caused by or happening through or in consequence of:
 - (i) nuclear weapons or materials;
 - (ii) ionising radiations or contamination by radioactivity from any nuclear waste, nuclear fuel or from the combustion of nuclear fuel. Combustion shall include any self-sustaining process of nuclear fission.
3. any operations employing the handling, transportation or use of radioactive materials, which operations include but are not limited to:
 - (i) the use of nuclear reactors including atomic piles, particle accelerators, particle generators or similar devices;
 - (ii) disposal or treatment of radioactive waste materials;
 - (iii) weapons of war or explosive devices.

This Exclusion does not apply to the use of radioactive isotopes or radium or radium compounds when used away from the place where such are made or produced, but only where the use of such materials is incidental to ordinary industrial educational or research pursuits in connection with the Business to which this Certificate applies.
4. Electronic Date Recognition (EDR) complications as follows:

This Certificate does not provide cover for any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise directly or indirectly arising out of or relating to:

 - (i) the calculation, comparison, differentiation, sequencing or processing of data involving any date change, including leap year calculations, by any computer system, hardware, programme or software and / or any microchip, integrated circuit or similar device in computer equipment or non – computer equipment, whether Your property or not;
 - (ii) any change, alteration or modification involving any date change, including leap year calculations, to any such computer system, hardware, software and / or microchip, integrated circuit or similar device in computer equipment or non – computer equipment, whether Your property or not.

This clause applies regardless of any other cause or event that contributes in any way or sequence to the loss, damage, cost claim or expense.
5. 5.1 This Certificate does not provide cover for loss, damage destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

As used in this Exclusion Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

As used in this Exclusion, Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time and logic bombs.'

- 5.2 However, in the event that a peril listed below results from any of the matters described in 5.1 above, this Certificate, subject to all its terms, definitions, conditions, exclusions and limitations will cover physical damage occurring during the Certificate period to property insured by this Certificate directly caused by such listed peril.

Listed perils: Fire, Explosion

Should electronic data processing media insured by this Certificate suffer physical loss or damage insured by this Certificate, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such Electronic Data. If the media are not repaired, replaced or restored, the basis of valuation shall be the cost of the blank media.

However this Certificate does not insure any amount pertaining to the value of such Electronic Data to You or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

- 5.3 This insurance or any endorsement hereto excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

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

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

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

- 6 This Certificate does not provide cover for loss, damage, destruction or liability directly or indirectly caused by or happening through or in consequence of:

moth, termites or other insects, animals, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variations in temperature or exposure to light or darkness, evaporation, disease, inherent vice or latent defect, adjusting testing or servicing operations, loss of weight, change in flavour, texture or finish, smut or smoke from industrial operations (other than sudden and unforeseen damage resulting there from).

- 7 This Certificate does not insure any loss, damage, claim, cost, expense, or other sum directly or indirectly arising out of or relating to: Mould, mildew, fungus, spores or other micro-organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required,

including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in the Certificate that provides, in whole or in part, for these matters.

8 This Certificate excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any sequence thereto.

9 The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co - subscribing insurer who for any reason does not satisfy all or part of its obligation.

10 Australia Terrorism Insurance Act 2003 Notice (ATIA)

The Underwriters have treated this Insurance (or part of it) as an insurance to which the Australia Terrorism Insurance Act 2003 (ATIA) applies.

ATIA and the supporting regulations made under the Act deem cover into certain policies and provide that the Terrorism exclusion to which this insurance is subject shall not apply to any 'eligible terrorism loss' as defined in ATIA.

Any coverage established by ATIA is only in respect of any 'eligible terrorist loss' resulting from a 'terrorist act' which is a 'declared terrorist incident' as defined in ATIA. The Terrorism exclusion to which this insurance is subject applies in full force and effect to any other loss and any act or event that is not a 'declared terrorist incident'.

If any or all of the Underwriters have reinsured this Insurance with the Australian Reinsurance Pool Corporation, then any such Underwriter will not be liable for any amounts for which they are not responsible under the terms of ATIA due to the application of a 'reduction percentage' as defined in ATIA which results in a cap on the Underwriter's liability due payment for 'eligible terrorism losses'.

11 This Certificate does not provide cover for loss, damage, destruction or liability directly or indirectly caused by or happening through or in consequence of:

- Failure to maintain the building in good condition
- Neglect of maintenance
- Wear, tear or gradual deterioration
- Faulty design or faulty workmanship
- Defects in structure, design, work done or materials used
- Erosion, subsidence, landslide, collapse, settling or any other movement of earth.

GENERAL CONDITIONS APPLYING TO THIS CERTIFICATE

1. ALTERATION

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

- (i) the nature of the Business carried on;
- (ii) the nature of the occupation of or other circumstances affecting the Buildings insured or containing any insured property;
- (iii) the fact that the Buildings insured or containing any insured property become unoccupied and remain so for a period of more than sixty consecutive days;
- (iv) removal of the property insured from the situations referred to in the Schedule except as specifically provided by this Certificate;
- (v) where Your interest ceases except by will or operation of law;

No benefits will be payable under this Certificate unless you have advised Us in writing as to any such changes and We have agreed to them.

2. **DUE DILIGENCE**

You must take all reasonable care and precautions for the safety and protection of the property insured and must at all times use due diligence in maintaining the property insured in such order and condition as to minimise the risk of loss, destruction or damage by any of the Events Insured against and, should any damage have occurred prior to the commencement of the insurance and such damage not have been repaired or made good, We shall not be liable for such damage nor for any resultant loss, destruction or damage.

3. **PROTECTION DEVICES**

If You have burglar alarm systems, surveillance equipment, fire sprinkler system, fire alarm system (including smoke and Heat Detectors) installed at the situation shown in the Schedule, You must:

- (i) ensure they are regularly tested and maintained in accordance with the manufacturer's recommendations; and
- (ii) ensure that they are made operational outside normal business hours.

We may refuse to pay or may reduce the amount of a claim if You do not comply with this Condition.

4. **INSPECTION**

We and every person authorised by Us shall at all reasonable times have the right to inspect the premises at the situation shown in the Schedule and to examine any of the property insured under this Certificate. This condition shall be evidence of Our right to do so.

5. **OTHER INSURANCES**

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

6. **CANCELLATION**

- (i) You may cancel this Certificate at any time by notifying Us in writing.
- (ii) We may cancel this Certificate on any of the grounds set out in the Insurance Contracts Act 1984 as amended from time to time, by giving You notice in writing.

We will refund premium to you based on the following formula:

We will retain a minimum 25% of original premium paid

90 days to 149 days (25-40% of Certificate term)	maximum refund 45% of premium paid
150 days to 199 days (40-55% of Certificate term)	maximum refund 30% of premium paid
200 days to 259 days (55-70% of Certificate term)	maximum refund 20% of premium paid
260 days or more	no refund (over 70% of Certificate term)

With respect to Section Nine Broadform Liability the premium is a minimum and deposit premium. In the event of cancellation of the Certificate for any reason, by You, there will be no refund of premium under this Section.

7. **CLAIMS**

On the happening of any Event likely to result in a claim under this Certificate, You must immediately give notice to us by telephone or electronic means and as soon as possible give Us at Your own expense full details in writing containing in particular an account as is practicable of all the circumstances with particulars of the property lost, destroyed or damaged or persons injured and the extent of the loss or damage or the injury sustained and, if requested, a statutory declaration verifying the claim and any connected matter. You must notify the police immediately if any of the property is lost, stolen, or maliciously damaged and take all practicable steps to discover the person(s) responsible and to recover the property lost or stolen.

You or another person claiming the benefits under this Certificate must notify Us as to any other insurance effected covering the same loss or benefit.

We and every person authorised by Us, without incurring any liability and without prejudicing Our rights in any way to rely upon any provisions of this Certificate, may enter, take or keep possession of the buildings or premises where any loss, damage or destruction has occurred and We may take possession of or require to be delivered to Us any of the property which is insured and deal with same for all reasonable purposes and in any reasonable manner. This condition shall be evidence of Our right to do so. If You or anyone acting on Your behalf shall not comply with Our requirements or shall hinder or obstruct Us or any person authorised by Us in carrying out any of the acts referred to,

then We may decline to pay any monies otherwise payable under this Certificate, but without prejudice to Our rights to cancel this Certificate. You shall not in any case be entitled to abandon any property to Us whether or not We have taken possession.

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

You must not admit liability if an occurrence happens which is likely to result in someone claiming against You and for which We insure You. We may, at Our option, take over and conduct in Your name the defence or settlement of any claim made or which may be made against You and We shall have full discretion in doing so.

We shall have full discretion in the conduct of any proceedings in connection with any claim and You must give Us all information and assistance that We may require.

We will also pay where a claim is admitted under Sections One, Two and/or Three, but only to the extent that the Sums Insured under these Sections are not otherwise exhausted, the reasonable cost of fees and expenses payable to a Public Accountant, or incurred by You at the request of and subject to certification by such Public Accountant, for preparation of claims under Sections One, Two and/or Three.

8. CO-OPERATION

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

9. SUBROGATION

In the event that We have a right to recover any monies payable under this Certificate from any other person, You must cooperate with Us fully in any proceeding, available to Us at law, which We may take.

10. PREVENTING OUR RIGHT OF RECOVERY

We shall not be liable to pay any benefits for any loss, damage, destruction or liability if You agree to or have agreed to limit or exclude any right of recovery against any third party causing that loss, damage or destruction or causing You to incur liability.

11. OTHER INTERESTED PARTIES

We will only recognise and be bound to accept those interests which are notified to Us at the time of issue of cover, or which are notified to Us from time to time and accepted by Us.

All persons entitled to any benefit under any of this Certificate shall be bound by the terms, definitions, conditions, exclusions and limitations of this Certificate. No interest in this Certificate may be transferred without Our written consent.

12. DUE OBSERVANCE

If You fail to comply with these General Conditions or any other terms, definitions, conditions and limitations of this Certificate We may refuse to pay any claim but in any event Our rights will be subject to the provisions of the Insurance Contracts Act 1984.

13. HEADINGS

Headings have been included for ease of reference and it is understood and agreed by You and Us that the terms, definitions, conditions and limitations of the Certificate are not to be construed or interpreted by reference to such headings.

14. PREMIUM FUNDING CLAUSE

In the event that the insurance has been funded by an approved premium funding company, who has obtained a mortgage over the actual insurance Certificate by virtue of a Notice of Assignment or an irrevocable Power of Attorney, We will cancel this Certificate at the request of the premium funder once substantiation of default and debt has been made.

15. REINSTATEMENT AFTER LOSS

The Sums Insured shown in the Schedule in respect of Sections One, Two, Five and Six shall not be reduced by the amount of any claim, provided that You pay any appropriate additional premium if required. Reinstatement or variation of this Certificate will only be considered on such rates and terms that may mutually be agreed upon.

16. **SEVERAL LIABILITY NOTICE**

The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co – subscribing insurer who for any reason does not satisfy all or part of its obligations.

17. **SIGNATURE REQUIRED**

This Certificate shall not be valid unless signed by Guardian Underwriting Services Pty Limited (Guardian) on behalf of the Insurer(s) listed shown on the Certificate Schedule.

18. **GUARDIAN NOT INSURER**

Guardian Underwriting Services Pty Ltd is not an Insurer and neither is nor shall be liable for any loss or claim whatsoever.

19. **CODE OF PRACTICE**

The Insurance Industry has developed a General Insurance Code of Practice. This aims to raise the standards of practice and service in the Insurance Industry and it includes the following:

- When You or an Insured Person lodge a claim We will tell You or the Insured Person in plain language what information We need and how You or the Insured Person should go about making the claim.
- We will respond promptly to any request made for assistance with the claim and it will be considered and assessed promptly.

20. **DISPUTE RESOLUTION**

We have developed an internal procedure for dispute resolution so that if at any time Our products or services have not satisfied expectations You or an Insured Person can contact Us. Our Complaints and Disputes Resolution procedures will have the complaint reviewed by management. We will provide a response within 15 working days.

If this does not resolve the matter or You or an Insured Person are not satisfied with the way a complaint has been dealt with, you should contact us and we will provide you with details of the Complaints Department of the Insurer (s) shown on the Certificate Schedule.

If You or an Insured Person are still dissatisfied the complaint may be referred, at no cost, to the Insurance Ombudsman Service operated by Insurance Ombudsman Service Limited under the terms of the General Insurance Code of Practice. For other disputes you will be referred to other proceedings for resolution.

21. **PRIVACY POLICY - GUARDIAN**

Guardian has always protected the privacy of personal information of our valued clients. The standards to which Guardian handles this personal information have now been set by the Commonwealth Privacy Act and the National Privacy Principles, that came into effect on 21 December 2001. All Staff, Representatives, Agents and Contractors have agreed to hold all information in confidence and not use it for any purpose except to carry out the service they are providing. Guardian does not sell or share names, addresses or any other information with third parties, except to the extent necessary to complete our obligations as stated in this document.

How & Why Do We Require Your Personal Information

Guardian collects information either directly from the relevant individuals or, in some cases, from third parties. They may provide information for someone else requiring the benefit of the services that Guardian offers, such as a director or officer or other staff member.

The information is collected to allow Guardian to provide insurance services including to arrange and place insurance cover, assess and underwrite risks, properly administer claims and source and facilitate finance.

Disclosure of Your Personal Information to Third Parties

As Guardian has a duty to maintain the confidentiality of clients affairs, Guardian will only disclose information to third parties when it believes it is necessary to assist in providing, managing and administering the services provided and products with which Guardian is involved. These third parties are also required to abide by the National Privacy Principles and use the personal information only for the services that they supply.

What We Expect of You

Guardian aims to ensure that personal information is up to date and accurate. Please contact Guardian if You or the Insured Person:

- Need to seek access to, or revise personal information
- Feel that the information Guardian currently has on record is incorrect or incomplete.

Transfer of Information Overseas

Guardian may transfer Your or an Insured Person's personal information overseas where it is necessary to provide the services. Some underwriters or re-insurers are based overseas and Guardian needs to provide Your personal information to them to arrange Your cover.

Opting Out

We regularly distribute information to clients about products and services, such as newsletters, which we believe may be of interest to You. If You do not wish to receive this additional information, please contact the Guardian office noted on the schedule.

How to Contact Us

If You wish to gain access to Your personal information, have a complaint about a breach of Your privacy or You have any query on how Your personal information is collected or used, or any other matter relating to Guardian's Privacy Certificate, You can speak to any of the Guardian staff, who will do their best to try to resolve Your issue as simply as possible at the address specified on your Certificate schedule.

22. **Retaining Certificate Documents**

You should retain this Certificate wording and Schedule in a safe place.

23. **Service of Suit**

- (i) In the event of a dispute arising under the insurance, We at Your request will submit to the jurisdiction of any competent court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice of such Court.
- (ii) Any summons, notice or process to be served upon Us may be served upon :-
Anderson Rice – Lawyers
Level 10 555 Lonsdale St Melbourne Victoria 3000
who have the authority to accept service and to enter an appearance on Our behalf, and who are directed, at Your request to give a written undertaking to You that We will enter an appearance on Our behalf.
- (iii) If a suit is instituted against any of the Insurers named in the Schedule, We will abide by the final decision of such court or any competent appellate Court.