

calliden

Tradespack Insurance

Product Disclosure Statement and Policy Wording

Tradespack Insurance

Application Form

Form Completion

Please answer all questions. Please tick (✓) appropriate boxes and provide details as requested. If there is not enough space provided to answer a question please complete Your answer on a separate sheet of paper and attach it to the Application Form.

Your Duty of Disclosure

Prior to entering into a contract of general insurance You have a duty to disclose certain information. You have the same duty to disclose prior to renewing, extending, varying or reinstating a general insurance contract.

What You must tell Us

When answering Our questions, You must be honest and You have a duty under law to tell Us anything known to You, and which a reasonable person in the known circumstances would include in answer to the question. We will use the answers in deciding whether to insure You and anyone else to be insured under the Policy, and on what terms.

Who needs to tell Us

It is important that You understand You are answering all Our questions in this way for Yourself and anyone else whom You want to be covered by the Policy.

If You do not tell Us

If You do not answer the questions in this way, We may reduce or refuse to pay a claim, or cancel the Policy. If You answer Our questions fraudulently, We may refuse to pay a claim and treat the Policy as never having worked.

Important

This duty of disclosure applies to all the people named on the Application Form. Please read this Policy carefully to ensure:

- You are aware of all the contractual rights and obligations
- the Policy provides the cover You require
- You are aware of the limits regarding Policy coverage and what We will pay You under the Policy.

Workers' Compensation

Workers' Compensation is compulsory in all States and Territories of Australia. This package does not include Workers' Compensation.

Subrogation

If You enter into an agreement with another party in respect of loss or damage to the insured Property and such agreement excludes or limits Your rights to recover damages from that party, then such agreement will exclude or limit Our liability to You.

Persons covered

Except where insurance is sought in respect of Your legal liability to third parties or where the insurances are otherwise extended, the insurance proposed here will, when accepted, cover only the interests of those parties specifically named in the Policy Schedule. It will not cover the interests of any other persons.

Any person wishing to be covered in respect of their interests in the insured Property should be specifically named in this Application.

Privacy

The information collected on this application form will be used to assess Your request for insurance and to provide other insurance services in accordance with Our privacy policy. In addition Calliden may share Your information with other third parties, as defined in the privacy policy, in order to undertake insurance services. If You do not complete the proposal form in full, and in accordance with Your duty of disclosure, Calliden may not be able to provide You with insurance or may impose additional conditions on any cover provided.

In accordance with Calliden's privacy policy You may obtain access at any time to information that Calliden or its service providers hold on You. If You would like to contact Calliden about privacy, or would like to obtain a copy of the privacy policy You may do so through one of the following means:

- online at www.calliden.com.au
- by phone 02 9551 1111
- by email to privacy@calliden.com.au
- by letter to Privacy Officer, PO Box 348, Milsons Point NSW 1565

Policy No. Intermediary

Cover Note No. Replacing Policy No.

Period of Insurance: From / / to 4 pm on / /

The Applicant

Applicant(s) name ABN

Trading as

Postal Address

Suburb State Postcode

Phone () Fax () Mobile

Other Interested parties (e.g. mortgages)

Have You ever been declared bankrupt or charged/convicted of any criminal offence? Yes No

If Yes, please give details

Your Business

Full description of Your occupation

How long have You been in this business? At this location?

Do You engage in any other business? Yes No

If Yes, please give details

Risk Address

Risk Address

Construction – walls roof floor age storeys

Are You the Owner/Occupier of the premises or Tenant ?

Is any part of the premises vacant? Yes No If Yes, please give details

Types of other occupants in the Building and adjoining premises

Are any highly flammable goods used or stored on the premises? Yes No

If Yes, please give details

Fire extinguishers: Number Size & type:

Fire hoses: Yes No Fire blanket: Yes No Automatic sprinklers: Yes No

Smoke detectors: Yes No If Yes, are these monitored by a central bureau? Yes No

Are all external doors fitted with key operated deadlocks? Yes No

Are all windows barred or key locked? Yes No

Are skylights installed? Yes No If Yes, are they protected? Yes No Guard dogs? Yes No

Is an alarm installed? Yes No If Yes, please specify alarm type: Local Monitored

If alarm is monitored: Is the telephone line secure? Yes No

Does a security company automatically respond? Yes No

If No, who is advised of an intrusion

If there is any other security, please specify

Additional Questions

The following questions must be answered.

Have You, or any partners, other office-holders, or if a corporation, any of its directors, proposed to be insured under this policy, either alone or joint in the last 5 years:

1. Had any insurance declined, cancelled or renewal refused, had any special conditions/warranty imposed, or been required to pay an increased premium or excess in the last 5 years?

Yes No (Please give details)

2. Suffered any loss, destruction or damage and/or made a claim on any insurer for any event whether insured or otherwise in relation to business insurance group assets or legal liability in the past 5 years?

Yes No (Please give details, including name of insurer, amount and relevant dates)

Property Section

Cover	Sum Insured
Building (replacement value)	\$
Contents (replacement value)	\$
Stock	\$
Removal of Debris (replacing the standard \$5,000 cover)	\$
Additional Increased Cost of Working (replacing the standard \$10,000 cover)	\$
Other Property (Specify)	\$
Other Property (Specify)	\$
Total sum insured	

The following covers are automatically provided when this Section is selected:

- Theft to 10% of sum insured – maximum \$10,000
- Money – \$1,000
- Breakage of glass – replacement cost

General Property Section

Cover Option A

Fire, lightning, explosion, earthquake, Flood whilst in transit, malicious damage or vandalism; theft following the forcible and violent entry which causes visible damage to a locked Motor Vehicle or locked building; theft of equipment, which is securely attached to a Motor Vehicle through use of locks or padlocks, which results in visible damage to the securing devices; collision or overturning of the conveying Motor Vehicle.

OR

Cover Option B

Accidental loss or damage.

List items (including make, model and serial numbers where applicable) below:

Unspecified Tools, equipment and stock: limit \$1,000 any one item.

All laptop computers and mobile phones must be specified.

	Sum Insured
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
Total sum insured	\$ <input type="text"/>

Broadform Liability Section

\$5 Million \$10 Million OR

a) How many people including working partners/directors are employed in the business?

b) Gross annual wages paid (include commission and other earnings)

c) Gross Annual turnover

d) Do You perform welding/hot work?

Yes No

e) Do You perform any work on a permanent basis (either full or part-time) for a company?

Yes No

f) Do You sell or distribute any product of a type not normally associated with Your business/occupation?

Yes No

If Yes to d), e) or f) please provide details

<input type="text"/>
<input type="text"/>

Additional covers available

(please show amount when cover required)

1. Testing and/or delivery of Vehicles

\$

2. Increase cover for Property in Physical or Legal control (automatic cover is \$100,000)

\$

Personal Accident and Sickness Section

Note: A minimum of seven (7) days Excess is applicable.

	First person	Second person
Full name Surname First name Second name		
Date of Birth	/ /	/ /
Height	cm	cm
Weight	kgs	kgs
Occupation		
Please circle the cover required	Accident and Sickness or Accident Only	Accident and Sickness or Accident Only
What is this person's average weekly Earnings? Earnings means: <ul style="list-style-type: none"> In the case of an employee, the Insured Person's gross weekly rate of pay exclusive of overtime payments, bonuses, commission or allowances averaged over the period of 12-months prior to the date disablement commenced or over such shorter period that the Insured Person has been continuously employed; or In the case of any other person, their gross weekly income derived from personal exertion after deducting any expenses necessarily incurred in deriving that income averaged over the period of 12-months prior to the date disablement commenced or over such shorter period that the Insured Person has been engaged in their occupation, profession or business. 	\$	\$
Benefits required	CAPITAL BENEFITS \$ WEEKLY BENEFITS \$	CAPITAL BENEFITS \$ WEEKLY BENEFITS \$
1. Is this person engaged in any work other than Your business? If Yes, provide full details.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Has this person ever had accident or sickness insurance declined or cancelled, application/proposal rejected, renewal refused, claim rejected, or special conditions or excess imposed by an insurer? If Yes, provide full details.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Has this person ever suffered from any of the following: <ul style="list-style-type: none"> Abnormal blood pressure, hypertension, aneurism, diabetes, gout, rheumatism, rheumatic fever, arthritis, fits, ulcers, cancer, paralysis, varicose veins or hernia? Any disease or disorder of the nervous, digestive, genito-urinary, reproductive, circulatory or respiratory system? Any disorder of the back, spine, limbs, heart, mind, sight or hearing? If Yes, provide full details.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
4. In the last 5 years, has this person suffered from any other serious health problem or physical impairment which required hospitalisation or medical treatment or specialist treatment other than those mentioned in the previous question?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

5. Is this person currently experiencing any symptoms of ill health? If Yes, provide full details.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
6. Relationship to first person?		
Optional extensions – selecting an optional extension will increase Your premium		
1. Motor Cycling – Do You wish the policy to be extended to include motor cycling?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Football – Do You wish the policy to be extended to include football?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Motor Trailer Section

Section 1

Driver's name Driver's age

Is the driver the proposer? Yes No

Is the proposer the only driver in control of the trailer? Yes No

If No, please provide driver details:

Drivers name Driver's age

Description of trailer(s) – age (year built), size, brand

Carrying capacity: Under 2 tons Over 2 tons

Sum Insured (maximum \$10,000) \$

Is the trailer in good condition and roadworthy? Yes No

If No, please describe

Does the trailer have any damage at present? Yes No

If Yes, please describe

Section 2

Limit of Liability \$5 Million \$10 Million

Driver Details: In the past 5 years – (applicable to all noted drivers)

Have You had a motor accident or loss, a Vehicle burnt or stolen? Yes No

Had a drivers licence cancelled, suspended or restricted? Yes No

Had a motor conviction, prosecution or fine (other than parking fine)? Yes No

Had any insurance declined or cancelled, been refused renewal of an insurance, or had special terms, conditions or excesses imposed? Yes No

Do You suffer from any physical or mental disability, or any medical condition which could affect Your driving performance? Yes No

If any of the drivers noted have answered Yes to any of the 5 questions above please provide details for Our assessment:

Declaration

"I/we have read the duty of disclosure included in this Application Form. I/we confirm that the answers and statements in this application are correct and that no information has been withheld which may affect the decision to accept this application or the terms and conditions.

I/we acknowledge that the personal information Calliden Insurance collects from me/us is collected for the purpose of processing this application, fulfilling Calliden Insurance obligations in providing services to me/us, for the development of products and services, and to allow the Calliden Group to market products and services. If I/we do not provide relevant information, I/we acknowledge that Calliden Insurance may be unable to process my/our application. I/we acknowledge that information may be disclosed to:

- Intermediaries through which I/we deal with Calliden Insurance (for instance an agent, broker or financial advisor);
- Claims assessment participants (for instance an assessor, investigator and/or loss adjuster);
- Other reputable service providers (for instance mail houses); and/or
- Underwriters, who are responsible for part/all of the risk under a contract of insurance (for instance a reinsurer).

I/we understand that Calliden Insurance may give to or obtain from other insurers and/or Insurance Reference Services information from this application and claims information obtained through the course of the contract.

By signing this Application Form, I/we consent to the Calliden Group collecting and using this information for these purposes. This is subject to my/our right to opt out of receiving various direct marketing material at any time.

I/we acknowledge that I/we have rights to access Our personal information held by Calliden Insurance in accordance with the National Privacy Principles. I/we understand that this insurance does not operate until acceptance of this application in writing by Calliden Insurance (except for any cover provided under an interim contract of insurance)."

Applicant 1 – Signature

Date

Applicant 2 – Signature

Date

This declaration MUST be signed by or on behalf of all parties who are making this application for insurance.

Melbourne

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Melbourne, VIC 3000
Ph 1800 805 899, Fax 1300 662 215

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Brisbane, QLD 4000
GPO Box 2217 Brisbane QLD 4001
Ph (07) 3214 7880, Fax (07) 3214 7890

Adelaide

Ground Floor/26 Greenhill Road
Wayville SA 5034
Ph (08) 8274 5800, Fax (08) 8357 5899

Sydney Level 7, 100 Arthur Street
North Sydney, NSW 2060
PO Box 348 Milsons Point 1565
Ph (02) 9551 1111, Fax (02) 9551 1155

Perth Level 10, 105 St Georges Terrace,
Perth WA 6001
PO Box 2502 Perth WA 6001
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Product Disclosure Statement (PDS)

We are required to give You a PDS if You choose to be insured under the Personal Accident and Sickness or Motor Trailer sections of the Policy.

This PDS has three parts:

- Part A contains important information about Your rights and responsibilities, the General Insurance Code of Practice and Our complaints handling process. Part A applies to all sections of the Policy and should be read by all persons who take out this Policy

- Part B contains information that only applies to persons who have chosen to be insured under the Personal Accident and Sickness or Motor Trailer sections of the Policy
- Part C contains Your Tradespack Insurance Policy. It applies to all persons who take out this Policy.

To ensure that You understand the full terms and conditions of Your Policy, You must read Part A and Part C. If You have chosen to be insured under the Personal Accident and Sickness or Motor Trailer sections of the Policy, You must also read Part B.

Part A – Important Information

Your Records

This PDS, the Policy Schedule and any endorsements are a record of Your cover. They are important documents containing the terms and conditions which apply to Our agreement. You may need to refer to them periodically and particularly when the Policy is due for renewal or at the time of a claim. Please keep them in a safe place.

Your Cooling-off Period

Please read this PDS and Your Policy Schedule carefully to make sure You understand the cover provided and that it is adequate. You have fourteen (14) days after You receive the Schedule to alter Your cover should You need to. If, for any reason, You are not completely satisfied with Your Policy We may agree in writing to alter it to meet Your needs. Alternatively, You may cancel Your Policy within the 14-day period by returning it to Us with Your written instruction.

If You cancel within the 14 day period the premium You have paid will be refunded, provided no event has occurred for which a claim is payable under the Policy.

Code of Practice

Calliden is a signatory to the General Insurance Code of Practice (Code). The Code aims to raise standards of service between insurers and their customers. Calliden's service standards are in accordance with the Code.

For any information about the Code, including a copy of the Code, contact Us or the Financial Ombudsman Service on 1300 78 08 08 or look at www.codeofpractice.com.au

Privacy

Calliden respects Your privacy and operates at all times in accordance with its privacy policy. This privacy notification provides a summary of how Calliden treats Your privacy, and it is recommended that You read the Policy in conjunction with this notice.

Calliden collects personal information to assess Your request for insurance, to administer Your Policy, provide other insurance services as requested by You, and also to notify You about other Calliden services or promotions from time to time. At the time of collecting Your information We will inform You of the purpose for the collection and the consequences if You choose not to provide the information.

In order to provide its insurance services Calliden may need to share Your information with third parties including Your agent or broker and Calliden's reinsurers and claims providers (for a full list see Calliden's privacy Policy).

In accordance with Calliden's privacy policy You may obtain access at any time to information that Calliden or its service providers hold on You. If You would like to contact Calliden about privacy, or would like to obtain a copy of the privacy policy You may do so through one of the following means:

- online at www.calliden.com.au
- by phone 02 9551 1111
- by email to privacy@calliden.com.au
- by letter to Privacy Officer, PO Box 348, Milsons Point NSW 1565.

Dispute Resolution Process

How You Can Resolve A Complaint You Have With Us

If You would like to make a complaint, We will do everything We can to try to resolve it as quickly and fairly as possible. The following paragraphs provide details on how You can lodge Your complaint and how Calliden will try to resolve it.

You may contact Us at any time if You are dissatisfied with any matter relating to Your insurance with Calliden, including:

- Our decision on Your claim
- Our handling of Your claim
- the service of Our representatives, assessors, loss adjusters or investigators, and
- Your insurance Policy.

Contact Us

- If You have a complaint regarding Your claim, please contact Your claims consultant.
- If You have a complaint regarding Your insurance Policy, please contact Us on 02 9551 1111 and We will try to resolve Your complaint straight away.
- You can write to Us at:
 - Fax: 02 9551 1155
 - Address: PO Box 348, Milsons Point NSW 1565.

How We resolve complaints

- We will address all complaints, except where specific circumstances apply, in accordance with Calliden's Complaints Handling Process. This process is compliant with the Insurance Council of Australia's Code of Practice. Both the Code of Practice and Our Complaints Brochure, which contains a guide to Our process, are available upon request.
- We will handle all complaints without cost to You.
- A complaints consultant will be assigned to the management of Your complaint and will acknowledge Your complaint within two business days of receipt. If further information is required to consider the complaint, it will be requested at this time.
- The complaints consultant will aim to resolve Your complaint within a further 13 business days. In certain circumstances a longer period may be required, and We will request a later response date.
- The outcome of the complaint will be advised to You in writing, stating Our reasons and any corrective action that will be undertaken.

If Your Complaint is Still Unresolved

If We cannot resolve Your complaint within 15 business days or You are not happy with Our response to Your complaint, You can seek an external review via Our external dispute resolution scheme, administered by the Financial Ombudsman Service (FOS).

This national scheme is for consumers, free of charge and is aimed at resolving disputes between insureds and their insurance companies.

For more information call 1300 78 08 08 or visit www.fos.org.au

If the FOS is unable to address Your complaint then Calliden may be able to provide You with details of an alternative external dispute resolution service.

Your Duty of Disclosure

Whether You are entering into a Policy for the first time or are proposing to renew, vary, extend or reinstate a Policy You have a duty of disclosure:

Your Duty of Disclosure for New Policies

When answering Our questions You must be honest and You have a duty under law to tell Us anything known to You, and which a reasonable person in the circumstances, would include in the answer to the question. We will use the answers in deciding whether to insure You and anyone else to be insured under the Policy, and on what terms.

Your Duty of Disclosure for Renewals

If You have already entered into a Policy and You are proposing to renew, vary, extend or reinstate the Policy Your duty of disclosure changes. You have a duty to tell Us of everything that You know, or could reasonably be expected to know, that is relevant to Our decision to insure You and to the terms of that insurance. If You are not sure whether something is relevant You should inform Us anyway.

Who Needs to Tell Us?

It is important that You understand You are answering Our questions in this way for Yourself and anyone else that You want to be covered by the Policy.

What You Are Not Required to Disclose:

Your duty does not require disclosure of matters that:

- reduce the risk
- are common knowledge
- We know or, in the ordinary course of Our business ought to know and
- We have indicated We do not want to know.

If You do Not Tell Us

If You do not answer Our questions in this way or disclose everything You know, We may reduce or refuse to pay a claim, or cancel the Policy. If You answer Our questions fraudulently, We may refuse to pay a claim and treat this Policy as never having been in force.

The Amount of Your Premium

The total premium You pay for Your insurance is shown on Your Policy Schedule. Premiums are subject to Commonwealth and State taxes and/or charges. These include the Goods and Services Tax (GST), Fire Services Levy (FSL) (if applicable) and Stamp Duty. The amount of these taxes and/or charges will be shown on Your Policy Schedule.

The answers You give to questions on Your Application for insurance are important in determining the acceptability of Your Application and the premium to be charged. Our premiums are based on a number of risk factors which may include, for example, the type of cover You choose, the amount of benefit chosen and Your individual circumstances.

Paying Your Premium

Your premium is payable in one annual instalment. We will tell You how much You need to pay and when You need to make Your payment.

We will have the right to cancel Your Policy if You do not pay Your premium by the due date or if Your payment method is dishonoured and therefore We have not received Your payment by the due date. Unless We tell You, any payment reminder We send does not change the expiry of Your cover or the due date of Your premium.

Goods and Services Tax Clauses – Applicable to all Types of Cover

GST and Input Tax Credit have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time. Taxable Percentage is Your entitlement to an Input Tax Credit on Your premium as a percentage of the total GST on that premium. Where We pay a claim and You are liable to pay GST in respect of Your claim, We will cover You for that GST, less any Input Tax Credit You may be able to claim from Your purchase of goods and services. We will pay this amount in addition to the Sum Insured/limit of liability shown in the Schedule. Where Our settlement of Your claim is less than the total loss, We will only pay Your liability for GST (less Your entitlement to any Input Tax Credit) applicable to the settlement. This means that if Your Sum Insured/limit of liability is not sufficient to cover Your loss, We will only pay GST that relates to Our settlement of Your claim. You must advise Us of Your correct Taxable Percentage. Any GST liability arising from Your incorrect advice is payable by You.

Cancellations

You may cancel Your Policy at any time. If You choose to cancel Your Policy We will retain a portion of premium which relates to the period for which You have been insured. We will refund the residue for the unexpired period, less any non-refundable government taxes or charges, provided that:

- no event has occurred where liability arises under the Policy; and
- the residue amount is over \$20.

Defined Terms

We have capitalised words with special meaning wherever they appear in Your Policy, to show that those words have a particular defined meaning. These words are defined in the General Definitions Section and Definitions section applicable to each particular Section of Your Policy. Where any word is defined every derivative of that word has a corresponding meaning. References to the singular also includes the plural and vice versa.

Part B – Important Information for Some Policyholders Only

This part of the PDS applies to and must be read by those Policyholders who have chosen to be insured under the Personal Accident and Illness or Motor Trailer sections of the Policy.

Types of Cover

The Personal Accident and Sickness section of the Policy allows You to select the level of cover which is appropriate for You. You can choose either:

- Accident and Sickness Cover; or
- Accident Cover only.

Your Policy Schedule will show the cover You have chosen.

Significant Features and Benefits

The following is a summary of the significant benefits and features of the cover offered under the Personal Accident and Sickness and Motor Trailer sections. This is a summary only. We suggest that You read the entire sections to make Yourself aware of all the cover offered and to ensure the cover offered meets Your needs.

Personal Accident and Sickness	
Cover	Summary of Cover
Lump Sum Benefit for Personal Accident	If an Insured Person suffers an Injury that within 12 months of suffering the Injury results in Permanent Disablement, We will pay the Benefit applicable to that Permanent Disablement shown in the Table of Benefits.
Weekly Benefits for Personal Accident	If an Insured Person suffers Total or Partial Disablement, We will pay the weekly compensation specified in the Schedule for an accident or the pre-disablement Earnings, whichever is the lesser, for the period of the Total Disablement but not for longer than the number of weeks shown as the accident period in the Schedule.
Weekly Benefits for Sickness	If an Insured Person suffers a Total Disablement for more than seven consecutive days as a result of Sickness or Disease, We will pay the weekly compensation specified in the Schedule for Sickness and Disease or the pre-disablement Earnings, whichever is the lesser, for the period of the Total Disablement but not for longer than the number of weeks shown as the sickness period in the Schedule.

Significant Features and Benefits cont.

Personal Accident and Sickness	
Additional Benefits	Summary of Benefits
Rehabilitation and Modification Expenses	Up to \$10,000 for the cost of a rehabilitation program or any costs incurred for the modification of a house or car that are required as a result of the Injury when an Insured Person is entitled to compensation for Permanent Disablement under this Policy.
Motor Trailer	
Cover	Summary of Cover
Accidental Loss or Damage and Third Party Property Damage	<p>We will insure:</p> <ul style="list-style-type: none"> accidental loss or damage including theft to any Insured Trailer which is owned by You; Your liability for any Third Party Property Damage as the result of the use of any Insured Trailer; <p>which occurs anywhere in Australia, during the Period of Insurance.</p>
Additional Benefits	Summary of Benefits
Removal and Protection Following an Accident	Reasonable costs up to \$250
Emergency Repairs	Up to \$200
Other Drivers	We will cover any other licensed person using, towing or in charge of Your Trailer with Your consent, provided that the driver's driving history is acceptable to Us.

Significant Risks

Exclusions Applicable to the Personal Accident and Sickness Section

The Policy will not provide insurance cover under this section in certain circumstances. The following is a list of some of the circumstances where the Policy will not provide insurance cover. For full details of all the exclusions that apply, please read this section in full.

We will not be liable in respect of any Injury, death, disablement or Sickness directly or indirectly caused by or arising out of or in consequence of, regardless of any other cause or event contributing concurrently or in any other sequence, or contributed to by:

- any practicing, engagement in or taking part in any defence force's service or operations
- or during any travel overseas where the Insured Person has been living overseas for a period exceeding sixty (60) consecutive days unless agreed to in writing by Us prior to the travel commencing
- racing of any kind other than on foot, boxing, polo, water skiing, ski-jumping or competitive snow or ice sports unless Our consent has been obtained and the Policy endorsed accordingly
- Motor Cycling or playing Football unless Our consent has been obtained and the Policy endorsed accordingly.

Exclusions Applicable to the Motor Trailer Section

The Policy will not provide insurance cover under this section in certain circumstances. The following is a list of some of the circumstances where the Policy will not provide insurance cover. For full details of all the exclusions that apply, please read this section in full.

We will not pay for loss, damage or liability and/or compensation for damage directly or indirectly caused:

- monetary loss incurred by You through contractual or financial arrangements on Your Insured Trailer
- to Property in Your custody or control
- or through the vehicle towing Your Insured Trailer is not being registered at the time of the accident.

Conditions, Policy Limits and Restrictions

The Personal Accident and Sickness and Motor Trailer sections of the Policy contain conditions, Policy limits and exclusions. Please read these sections carefully so you are fully aware of the cover provided by these sections.

Cost of Your Insurance

The amount that We charge You for this insurance when You first acquire Your Policy and when You renew Your Policy is called the premium.

The premium is the total that We calculate when considering all of the factors which make up the risk. For the Personal Accident and Sickness section, these factors include whether You chose to insure for Personal Accident and Sickness or Sickness only, the type of work You or any person to be insured under the Policy perform and the Sums Insured You choose for Capital and Weekly Benefits. For the Motor Trailer section, these factors include the Sum Insured for the Motor Trailer and the limit of liability You choose for Third Party Property Damage

The total cost of Your Policy is shown on Your Policy Schedule and is made up of Your premium plus Government Taxes such as, GST, Stamp Duty and Fire Service Fees.

Other Costs, Fees and Charges

Other costs, fees and charges which may be applicable to the purchase of Your insurance Policy include:

Costs or fees	Details
Refund of Premium	<p>You may cancel Your Policy at any time. If You choose to cancel Your Policy We will retain a portion of premium which relates to the period for which You have been insured. We will refund the residue for the unexpired period, less any non-refundable government taxes or charges, provided that:</p> <ul style="list-style-type: none">• no event has occurred where liability arises under the Policy and• the residue amount is over \$20.
Commissions	<p>Your broker or insurance intermediary may receive a commission payment from Us when Your Policy is issued and renewed. If You cancel Your Policy, this commission payment may be non-refundable. For details of the relevant commission paid, please refer to Your FSG, SOA or contact Your broker or insurance intermediary directly.</p>

Excess

The Excess for the Personal Accident and Sickness section is the waiting period applicable before benefits for Total or Partial Disablement will become payable. The Excess applicable will be shown in Your Policy Schedule and will apply to each claim You make. The standard Excess is 7 days. If You have chosen to increase Your Excess, this will be shown in Your Policy Schedule.

The Excess for the Motor Trailer section is the amount You must contribute towards the cost of any claim You make. The standard Excess applicable to each and every claim that You make is \$250.

Part C – Tradespack Insurance Policy

Our Agreement

The agreement between Us consists of:

- Your Application
- this PDS
- Your Policy Schedule and
- any Endorsement.

A Policy Schedule is issued when We agree to cover You and You have paid (or agreed to pay) the premium including any relevant government charges by the inception/due date.

Our liability is limited to:

- the Period of Insurance shown on Your Policy Schedule
- to the Policy sections set out on Your Policy Schedule and
- to the Sum(s) Insured set out in Your Policy Schedule unless We have agreed to pay more as an additional benefit.

The general definitions, general conditions and general exclusions form part of the Policy. They apply to each of the Policy sections. Specific definitions, conditions and exclusions also apply to individual Policy sections.

General Definitions

Applicable to All Policy Sections

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

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

Aircraft means any, craft or device designed to travel in, on or through the atmosphere or space, but excluding model aircraft used for pleasure purposes.

Business means the trade or occupation described in the Schedule (and no other for the purpose of this insurance) carried on, at and from the Risk Address.

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

Excess means the amount specified in the Schedule, Your Policy, or an endorsement to Your Policy that You shall first contribute towards each claim arising out of any one event before becoming entitled to cover under Your Policy.

Family means Your spouse (legal or de facto), Your children or Your spouse's children, or grandparents who normally live in Your home.

Flood means the inundation of normally dry land by water that has escaped from the normal confines of any natural or artificial watercourse, lake, lagoon, reservoir, canal or dam.

Money means cash including coins and banknotes, debit and credit card vouchers, cheques, travellers cheques, Money and postal orders, unused postal and revenue stamps (including the value of prepaid franking machine credits), telephone and stored value cards, metropolitan transit tickets, authorised gift vouchers, lottery tickets and negotiable securities, notes and instruments that You own or for which You are legally responsible.

Occurrence means an event neither intended nor expected by You, including continuous or repeated exposure to substantially the same conditions that results in Personal Injury or Property Damage.

Our/We/Us/Calliden Insurance means Calliden Insurance Limited ABN 47 004 125 268 and AFS Licence No. 234438

Period of Insurance means the period of time stated in the Schedule for which Your Policy is in force.

Personal Injury means:

- bodily injury (including death and illness), disability, shock, mental anguish or mental injury
- false arrest, wrongful detention, false imprisonment or malicious prosecution
- wrongful entry or eviction or other invasion of the right of privacy
- a publication or utterance of defamatory or disparaging material; or
- assault and battery not committed by You or at Your direction unless committed for the purpose of preventing or eliminating danger to person or Property.

Policy/Your Policy means this PDS/policy wording, the Application, the Schedule and any special conditions or endorsements issued to You in either electronic or written form.

Policy Schedule/Schedule shows the Policy number, details of cover, options You have selected and any Excess that must be paid. It is part of the Policy.

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

Property Damage means physical damage to or destruction of tangible property including its loss of use following such physical damage or destruction and loss of use of tangible property that has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence.

Risk Address means the place(s) listed in the Schedule.

Sum(s) Insured is the amount, which is the limit We will pay for any loss, damage or liability unless We have agreed in writing otherwise. The principal Sum(s) Insured are shown in Your Policy Schedule and any sub limits or variations are outlined in this Policy.

Watercraft means any vessel, craft or device designed to travel in, on or through water.

You/Your/Insured(s) means the Insured(s) shown in the Schedule.

Some other words have special meanings and these are explained where they occur in the Policy.

General Conditions

Conditions Which Apply to the Whole Policy

1. Alteration of Risk

You must notify Us in writing as soon as possible after the commencement of Your Policy of any changes in Your Business carried on, or other circumstances affecting the premises at the Risk Address, or Your property or life insured, which may increase the risk of loss, destruction, damage or liability.

Until You obtain Our written agreement to cover the alteration of risk and agree to pay any additional premium We may require, We shall not be liable for loss, destruction, damage or liability caused or contributed to by any such alteration, except where We expressly allow alterations in the relevant Sections of Your Policy.

2. Assistance

In the event that there exists a right to recover any monies payable under Your Policy from any other party, You or any other person covered by Your Policy must co-operate with Us fully in any proceedings available to Us at law which We may take, and not hinder these rights or agree to limit, waive or release any such right. Failure to comply with this condition will enable Us to reduce the amount payable under a claim to the extent that Your actions prejudice Our ability to recover such monies. We shall have the right and opportunity at all times to inspect Your premises and Your property insured under Your Policy with Us.

3. Cancellation

You may cancel this Policy at any time by notifying Us in writing in which case We will retain the pro-rata rate for the time the Policy has been in force.

We may cancel this Policy by giving You written notice to the effect where You have:

- failed to comply with the duty of utmost good faith
- failed to comply with the duty of disclosure at the time when the Policy was entered into
- made a misrepresentation to Us during the negotiations for the Policy before We entered into the Policy
- failed to comply with a provision of the Policy
- failed to pay the premium or failed to pay any instalments for longer than one month

- made a fraudulent claim under this Policy or any other policy of insurance (whether with Us or some other insurer) that provided insurance cover during any part of the period during which this Policy of insurance provides insurance cover or
- failed to notify Us of any specific act or omission where such notification is required under the terms of this Policy. We may cancel this Policy pursuant to any right at law but subject to the provisions of the Insurance Contracts Act 1984.

When We cancel the Policy it will have effect from whichever of the following times is the earliest.

- the time when another policy of insurance replacing this Policy is entered into or
- four o'clock in the afternoon of the third business day after the day on which notice was given to You. Unless this Policy was in force by Virtue of Section 58 of the Insurance Contracts Act whereby the cancellation will take effect from the fourteenth business day after the day on which notice was given to You. After cancellation, We will refund the premium for the time remaining on the Policy, less any non-refundable duties.

4. Claims

In the event of a claim You must follow the procedures set out in the claims Section in the back of this Policy wording.

5. Excess

Where an Excess is shown in the Policy Schedule or within Your Policy wording You or any other person insured must first bear the amount of the Excess for each and every claim arising out of the one event or occurrence before becoming entitled to cover under Your Policy. Sums Insured, limits and sub-limits of liability shall apply in addition to, and shall not be reduced by, the amount of any applicable Excess. Where two or more different Excesses apply to an event or an occurrence, giving rise to a claim under one or more sections of Your Policy, only the greatest of those Excesses shall be applied to the whole claim.

6. Goods and Services Tax Clauses – Applicable to all Types of Cover

GST and Input Tax Credit have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time. Taxable Percentage is Your entitlement to an Input Tax Credit on Your premium as a percentage of the total GST on that premium.

Where We pay a claim and You are liable to pay GST in respect of Your claim, We will cover You for that GST, less any Input Tax Credit You may be able to claim from Your purchase of goods and services. We will pay this amount in addition to the Sum Insured/limit of liability shown in the Schedule. Where Our settlement of Your claim is less than the total loss, We will only pay Your liability for GST (less Your entitlement to any Input Tax Credit) applicable to the settlement. This means that if Your Sum Insured/limit of liability is not sufficient to cover Your loss, We will only pay GST that relates to Our settlement of Your claim. You must advise Us of Your correct Taxable Percentage. Any GST liability arising from Your incorrect advice is payable by You.

7. Joint Insureds

This Policy only covers the interests of the insured(s) named on the Schedule and any other interests notified to Us in writing which are accepted by Us and noted in the Schedule. No interest in this Policy maybe transferred without Our written consent.

Where there is more than one person or organisation insured under this Policy:

- any notice given by Us under Your Policy to any one of You will be deemed to be notice given to all of You
- the duty of disclosure will apply to every person or organisation. Failure by any insured person or organisation to comply with the duty of disclosure will be deemed a failure by all of You
- any misrepresentation or fraudulent actions or statements made by any person or organisation will deemed to be made by all of You and/or
- any claim made by any person or organisation will be deemed to be a claim made by all of You.

8. Jurisdiction

This insurance shall be governed by the law of the territory, state or country whereby the Policy was issued whose courts shall have jurisdiction in any dispute arising thereunder.

9. Workers Compensation

The insurances provided by this Policy does not include Workers Compensation. It is compulsory for all employees to be insured for Workers Compensation and a separate policy must be arranged where required by law.

10. Other Insurance

If You effect (or if there exists to Your knowledge) any other insurance covering loss, damage or liability insured by Your Policy, You must notify Us immediately and provide Us with details of such other insurance.

11. Reasonable Care

You must take all reasonable care:

- for the safety of Your property insured;
- to ensure that only competent employees are employed;
- to maintain the structure, fittings, fixtures, furnishings, appliances, machinery, implements and plant in sound condition at the Risk Address;
- to prevent bodily injury or loss of or damage to property;
- to comply with any law, by-law, safety requirement, Australian Standard or regulation of any Government or Local Government body;
- to prevent bodily injury or damage to property due to manufacture, sale or supply of defective products;

We shall not be liable for loss, destruction, damage, liability, accidental injury or illness caused or contributed to by Your failure to comply with this Condition.

12. Recovery Actions

Subject to the Insurance Contracts Act 1984, We shall be entitled to take over the conduct in Your name, or the name of any other party covered by Your Policy, the defence or settlement of any claim and to take recovery action or prosecute for Our benefit, any claim for indemnity, damage, or otherwise and We shall have full discretion in the manner in which any proceedings or settlements are conducted. If You or any other party covered by Your Policy wish to join with Us in any related action where this Policy does not provide You with indemnity, legal costs will be proportionately shared.

13. Subrogation

In the event of a payment under this Policy to or on behalf of the Insured We will subject to the limitations imposed in Insurance Contracts Act 1984, be subrogated to all the Insured's rights of recovery against all persons and organisations and the Insured must execute and deliver instruments and papers and do everything that is necessary to assist Us in the exercise of those rights.

14. Unoccupancy

Cover shall be entirely suspended where the premises at the Risk Address are left without an inhabitant or regular attendant for any period of more than 90 consecutive days, unless Our written consent has been obtained before they are left so uninhabited or unattended. This suspension of cover does not apply to the Broadform Liability Section.

15. Words – Gender

Words importing persons include corporations and other legal entities.

The singular includes references to the plural and vice versa and any gender includes reference to all other genders.

16. Waiver of Subrogation Preventing Our Right of Recovery

Subject to the Insurance Contracts Act 1984, where another person is liable to compensate You or other persons covered for any loss, theft, destruction, damage or liability which is covered by Your Policy but agreement has been made with the person not to seek recovery of monies from them, We will not provide cover under Your Policy for that loss, theft, destruction, damage or liability.

17. Inspection of property

We will be permitted but not obligated to inspect Your property and operations at any time.

Neither Our right to inspect nor Our failure to inspect, nor the making of any inspection nor any report of an inspection may be used by You or others in any action or proceedings involving Us.

Any inspection by Us will be restricted to matters, which in Our opinion, are relevant to the Policy.

18. Insurance Contracts Act 1984

Nothing contained in this Policy is to be construed to reduce or waive either Your or Our privileges, rights or remedies available under the Insurance Contracts Act 1984.

19. Due Observance

If You fail to comply with any term, condition or provision of the Policy, We may refuse to pay a claim, but in any event Our rights will be subject to the provisions of the Insurance Contracts Act 1984.

General Exclusions

Exclusions Which Apply to the Whole Policy

Your Policy does not cover loss, damage, consequential loss, cost or expense, disablement or liability, directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

1. Asbestos

Any actual or alleged liability whatsoever for any claim or claims in respect of Personal Injury or Property Damage directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

2. Terrorism

Any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This also excludes loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any Act of Terrorism.

3. War Activities or Nuclear Material

We will not pay for damage, or the incurring of a liability, directly or indirectly caused or contributed to by, or in consequence of:

- war, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not) or civil war
- mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power, confiscation, nationalisation, requisition, legal seizure or destruction of or damage to property by or under order of any government, public or local authority or looting, sacking or pillage following any of the above
- the use, existence or escape of nuclear weapons or material, ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel.

4. Electronic Data

Any consequence of:

- total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data
- error in creating, amending, entering, deleting or using Electronic Data, or
- total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur. Unless directly caused by:

- fire, explosion, lightning, windstorm, hail, tornado, cyclone, earthquake, volcano, impact by aircraft or other aerial objects dropped therefrom, impact by any road vehicle or animal, bursting overflowing discharging or leaking of water tanks apparatus or pipes or
- the result of theft of Electronic Data solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such Electronic Data, but only where the property is insured and the appropriate covers have been selected and paid for and are included on Your Schedule. For the purposes of the Basis of Settlement provisions in this Policy, computer systems records include Electronic Data.

Any terrorism exclusion in this Policy or any endorsement thereto prevails over this endorsement.

5. Internet Operations and Cyber Risks

Any losses arising, directly or indirectly, out of, or in any way involving the Insured's "internet operations".

Internet Operations means the following:

- use of electronic mail systems by the Insured's employees, including part-time and temporary staff, and others within the Insured's organisation
- access through the Insured's network to the world wide web or a public internet site by the Insured's employees, including part-time and temporary staff, and others within the Insured's organisation

- access to the Insured's intranet (meaning internal company information and computing resources) which is made available through the world wide web for the Insured's customers or others outside the Insured's organisation and
- the operation and maintenance of the Insured's web site.

Provided that this exclusion does not apply to bodily injury or property damage arising out of any material which is already in print by a manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site. Coverage does not include bodily injury or property damage arising out of any other advice or information located on the site that is used for the purpose of attracting customers.

- property damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
 - a) the use of any computer hardware or software
 - b) the provision of computer or telecommunications services by or on behalf of the Insured
 - c) the use of computer hardware or software by any third party, whether authorised or unauthorised, including any damage caused by any computer virus.

Nothing in the Internet Operations and Cyber Risks exclusion shall be construed to extend coverage under this Policy to any liability which would not have been covered in the absence of this exclusion.

6. Deliberate Actions

Any deliberate action or intentional act committed by You or by any person acting with Your express or implied consent.

7. Pollution

- Personal Injury or Property Damage or financial loss or loss of, damage to, or loss of use of property, directly or indirectly arising out of the actual, alleged or threatened discharge, dispersal, release, seepage, migration, emission or escape of Pollutants; or
- the cost of testing, monitoring, containing, removing, nullifying or cleaning up Pollutants;

except liability otherwise excluded under the above paragraphs that:

- a) arises from a sudden identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place; and
- b) is indemnified in not more than one annual Period of Insurance.

8. Fines Penalties and Damage

Any fines, penalties, liquidated damages, punitive damages, exemplary damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages.

Property Section

What We Insure

Subject to terms, definitions, conditions and exclusions of this section and those of the whole Policy, under this Section We will insure loss or damage:

- to Property You have elected to insure
- caused by the happening of any of the Defined Events listed in this Section
- during the Period of Insurance or
- for the amounts set out below, and in the Schedule.

Definitions Which Apply to This Section

Breakage means a fracture extending through the entire thickness of the glass or basin.

Building(s) means the buildings and outbuildings at the Risk Address which are owned by You or for which You are legally responsible and includes:

- fixtures, fittings and underground and overhead services; and
- walls, gates, fences and all other structural improvements at the Risk Address.

Business Hours means the office and working hours (including overtime) during which You or Your employees are at the Risk Address for the purpose of Your Business.

Capital Additions means alterations and additions to Buildings during the course of their erection which are commenced during the Period of Insurance.

Contents means the contents of the buildings at the Risk Address which are used in the Business and are owned by You, Your directors, partners or employees, or for which You are legally responsible. Contents does not include:

- mechanically or electrically propelled vehicles;
- caravans or trailers;
- watercraft or aircraft;
- Money, jewellery, furs, watches or precious or semi-precious stones;
- pets, livestock or plants; or
- tools.

External Glass means fixed glass in external windows, doors, showcases and skylights.

Indemnity Basis means the reasonable and necessary cost of rebuilding, replacing or repairing Property with new materials less an allowance for depreciation and wear and tear based on the age and condition of the Property at the time of the loss or damage.

Internal Glass means:

- glass in internal partitions, windows and doors, refrigerating cabinets, glass in counters, shelving, interior showcases, fixed mirrors and other fixed internal glass or
- porcelain urinals, toilet pans and hand basins.

Property means whichever of the Building, Contents and Stock We have agreed to insure in this Section and as shown in the Schedule.

Rainwater means rain falling naturally from the sky onto Your Risk Address, including rainwater run-off over the surface of the land at Your Risk Address. Rainwater does not mean Flood.

Records and Documents means written, printed, filmed or taped records (including computer records), deeds, plans or drawings or documents of any other type which are:

- used in Your Business and
- in a Building at the Risk Address, and are owned by You or are in Your custody in the ordinary course of the Business.

Replacement Basis means the reasonable and necessary cost of rebuilding, replacing or repairing Buildings and Contents to a condition substantially the same as but not better nor more extensive than its condition when new.

Stock means goods owned by You or for which You are legally responsible, held for sale or repair in the normal course of the Business.

Storm means violent wind (including cyclones and tornadoes), thunderstorms and hailstorms which may be accompanied by snow or rain.

Cover Details

1. Buildings

When You insure Buildings We will pay the amounts set out below:

- **Loss or Damage to the Buildings**
For loss or damage to the Buildings, We will pay the Replacement Basis, provided that the work of repairing or rebuilding:
 - is carried out upon the same site and
 - is commenced within six months of the date on which the loss or damage occurred and completed within a reasonable period of time.

Otherwise We will pay for the loss or damage on the Indemnity Basis.

The work of repairing or rebuilding may be carried out in any manner suitable to Your requirements, provided there is no increase in cost.

- **Architects', Surveyors', Legal and Consulting Engineers' Fees**
The fees of architects, surveyors, lawyers and consulting engineers which are necessarily incurred for the reinstatement or replacement of the Buildings which We have agreed to pay under this Section.
- **Requirements of Statutory Authorities**
For loss or damage to the Building, We will also pay up to 10% of the Sum Insured for the cost of complying with the requirements of any statutory authority in force at the date of the loss or damage.

However if the cost of reinstatement of the Buildings is less than fifty percent (50%) of the cost of reinstating the whole of the Buildings (if it had been completely destroyed), the amount We will pay for the cost of complying with the requirements of any statutory authority:

- will not exceed the cost of complying with the statutory requirements that relate to the part of the Buildings that is damaged and
- will not exceed, in any event, the amount which We would have been required to pay if the Buildings had been wholly destroyed.

We will pay for the following in addition to the Sum Insured on Buildings.

Capital Additions

Up to 10% of the Sum Insured on Building for loss or damage that occurs during the Period of Insurance to the construction work for any Capital Additions.

Temporary Protection

Following loss or damage covered by this Section, We will pay up to 5% of the Sum Insured for Buildings for the reasonable cost of temporary repairs to the Buildings for the purpose of securing the Buildings and safeguarding Property from further loss.

2. Contents

When You insure Contents, We will pay the amounts set out below:

2.1 Loss or Damage to Contents in the building at the Risk Address:

- for loss or damage to Your Contents (other than Stock), We will pay on the Replacement Basis
- for loss or damage to Stock, We will pay on the Indemnity Basis.
- We will pay up to \$1,000 for the cost of locks and keys of similar type and quality for the purpose of:
 - replacing keys or recoding or replacing locks to which the keys are stolen from the Risk Address or
 - replacing any locks at the Risk Address that are damaged as a result of any Defined Event.

2.2 We Will Pay for the Following in Addition to the Sum Insured on Contents

- For Directors', Partners' and Employees' personal effects, \$2,000 for loss or damage to personal effects owned by Your directors, partners and employees which occurs in the course of their employment at the Risk Address.

3. Additional Benefits Applying to Both Building and Contents

3.1 Removal of Debris and Fire Extinguishment

We will pay up to \$5,000 each for the cost of:

- extinguishing any fire and re-charging extinguishers used in extinguishing any fire
- removal of debris following damage to the Property and demolition of undamaged Buildings required as a result of the damage to the Buildings or Contents. However if any other amount is shown in the Schedule for removal of debris, We will pay only that amount
- Property damaged by the action of civil authorities in preventing the spread of fire.

3.2 Additional Increased Cost of Working

We will pay up to \$10,000 for:

- the additional expenditure You reasonably incur within six months of any loss or damage for the purpose of minimising the effect of the loss or damage to the profitability of Your Business
- the reasonable costs of restoring or re-creating records or documents destroyed as a result of any loss or damage to Contents and
- reimbursement of outstanding debts for work completed which were owed to You at the time the loss occurred, and are now not recoverable because the necessary documentary evidence to substantiate the debt has been destroyed.

3.3 Search and Find

Where We pay a claim for loss or damage to Property as a result of water damage in accordance with Defined Event (d) Escape of Water, We will also pay up to \$5,000 for exploratory costs reasonably incurred in locating the source of the damage.

3.4 Glass

Accidental breakage of internal glass and external glass.

4. Excess

We will not pay the following amounts:

- the Excess(es) shown in the Schedule for this Section
- for loss or damage which occurs during any period of 48 consecutive hours as a result of earthquake, subterranean fire or volcanic eruption, or fire resulting from any of those events, the lesser of:
 - the first \$20,000 of the loss or damage, and
 - 1% of the total Sum Insured for all Buildings and Contents and Stock at the Risk Address where the loss or damage occurs.

5. Limits of Liability

We will not pay more than the Sum(s) Insured shown in the Schedule for this Section.

6. Under Insurance/Average

This means that if You do not insure for full value, You maybe required to bear a portion of the loss Yourself. If at the date of loss the Sum Insured on the Property is less than 85% of the full value of the Property the claim will be reduced in the proportion to the difference between 85% of the full value of the Property and the Sum Insured.

For the purposes of determining the amount of Under Insurance/Average:

- every Risk Address is reviewed as if they are insured separately and
- full value means the amount necessary to fully indemnify You within the terms of the applicable section of the contract. The full value is applied as it was required on the day of loss.
- The Building Sum Insured must also include the expected cost of the removal of debris and Professional fees. Unless additional cover is requested We will consider the appropriate cost of removing the debris and expected professional fees in a total loss scenario when consider the adequacy of the Building Sum Insured. In the calculation used to determine the effect of Underinsurance/Average, the term full value will include the expected removal of debris and professional costs.

Conditions applicable to Underinsurance/Average clause

- Our Liability will be limited to the Sum Insured at the Risk Address as shown in the Schedule
- The Underinsurance/Average clause will not apply if the amount of damage does not exceed five percent (5%) of the Sum Insured at the Risk Address.

Calculating the effect of Underinsurance/Average

Example:

Full Value	\$100,000
85% of value	\$ 85,000
Sum Insured	\$ 70,000

Therefore if a \$ 40,000 loss occurs, We would pay $\$70,000 \times \$40,000 = \$32,941.17$

\$85,000

We would pay \$32,941.17 (less any Excess)

Defined Events Which Apply to This Section

This part of the Property Section lists the Defined Events We cover for the Property You have insured under this Section.

We will pay for loss or damage to Property as a result of the following Defined Events:	We will not pay for:
a) Fire, lightning	Loss or damage to Property caused by any process involving the application of heat being directly applied to Property. However if other Property is damaged or destroyed by Fire We will pay for that ensuing damage to other Property.
b) Explosion or collapse of boilers, economisers or pressure vessels or their equipment and contents.	Damage to boilers, economisers or pressure vessels or their equipment or contents where a certificate is required to be issued under the terms of any statute or regulation.
c) Earthquake, subterranean fire or volcanic eruption.	Any loss or damage caused by a tidal wave.
d) Escape of Water from any water tank, pipe, gutter, drain, or other water carrying apparatus installed at the Risk Address.	The costs of repairing or replacing any defective parts that caused the loss or damage. Loss or damage caused by Flood.
e) Storm, Rainwater	Loss or damage caused by: <ul style="list-style-type: none"> • action by the sea, high water, or storm surge • Flood • erosion, subsidence, landslide or earth movement other than earthquake • water seeping from outside any Buildings • steam or condensation or • water entering into any Building as a result of structural defects, faulty design or faulty workmanship. Loss or damage to: <ul style="list-style-type: none"> • Property in the open air unless it forms part of a permanent structure designed to function without the protection of walls or roof • Retaining walls, textile awnings, outside blinds or signs or • Buildings in the course of construction or re-construction or Property in them unless such Buildings are enclosed and under a roof with all outside doors and windows permanently in place.

We will pay for loss or damage to Property as a result of the following Defined Events:	We will not pay for:
<p>f) Impact caused by:</p> <ul style="list-style-type: none"> • any vehicle or animal • television or radio aerials, satellite dishes or masts which break or collapse • aircraft, aerial devices, meteorites or space debris or any part of it or from any article falling from them • sonic boom or • a falling tree or branch of a tree. 	<ul style="list-style-type: none"> • Loss or damage caused to paths, driveways or underground services by vehicles or • Loss or damage resulting from tree lopping or tree felling by You or by anyone acting with Your express or implied consent.
<p>g) Deliberate or intentional acts of persons acting maliciously including acts committed in connection with theft or any attempt at theft.</p>	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> • persons who live at the Risk Address • persons at the Risk Address with Your consent or • Tenants.
<p>h) Riot or Civil Commotion and acts of:</p> <ul style="list-style-type: none"> • strikes or locked out workers or persons taking part in labour disturbances • any lawfully constituted authority causing damage when acting in connection with any events insured by this Section. 	<p>Any Act of Terrorism</p>
<p>i) Accidental Breakage of Internal Glass and External Glass.</p> <p>We will pay up to the greater of \$500 or the amount shown in the Schedule for the reasonable cost of each of the following if they are caused by or are reasonably necessary following Breakage of Internal Glass and External Glass:</p> <ul style="list-style-type: none"> • temporary shuttering, boarding up or other security protection • loss or damage to signwriting, ornamentation, reflective materials or burglar alarm tapes and connections • loss or damage caused by external violence to window/door frames and tiled shop front • loss or damage to Stock; and • loss of damage to electrically illuminated signs. 	<p>Any breakage which occurs during installation, removal or any maintenance, alteration or repair being carried out to Internal or External Glass, or the framework or fittings of Internal Glass or External Glass.</p> <p>Damage:</p> <ul style="list-style-type: none"> • to tubing or light fittings • to signs • to Internal Glass or External Glass which was cracked or imperfect at the beginning of the Period of Insurance • caused by artificial heat or • to Internal Glass or External Glass which has been used for a purpose for which it was not intended.

Defined Events Which Apply to this Section Cont.

We will pay for loss or damage to Property as a result of the following Defined Events:	We will not pay for:
<p>j) Theft or attempted theft of Contents, up to:</p> <ul style="list-style-type: none"> • the lesser of 10% of the Sum Insured for Contents, or \$10,000 • a maximum of \$2,000 for theft of electronic equipment. <p>Theft or attempted theft of Stock up to:</p> <ul style="list-style-type: none"> • the lesser of 10% of the Sum Insured for Stock, or \$10,000 	<ul style="list-style-type: none"> • Theft, fraud or dishonesty by any member of Your Family, directors, or partners whether as a principal or accessory • Theft from any yard, garden or open space or • Theft that occurs where there is no actual forcible and violent entry into or out of a Building.
<p>k) • Money in transit up to \$1,000</p> <ul style="list-style-type: none"> • Money on premises up to \$1,000 • Money in safe up to \$1,000 or • Money on premises after hours up to \$500. 	<p>Loss or damage to Money which:</p> <ul style="list-style-type: none"> • is due to shortage resulting from clerical or accounting errors or errors in receiving or paying out • is not discovered within seven (7) working days after the loss occurred • occurs while the Money is being carried by any carrier, whether professional or otherwise • is stolen from any unattended vehicle or • is stolen from a safe or strongroom which has been opened by a key or the use of a combination, the details of which have been left at the Risk Address outside Business Hours.
<p>l) Fraud or dishonesty:</p> <p>Up to \$1,000 for loss of Contents or Stock due to fraud or dishonesty by any of Your employees.</p>	<p>Any loss which:</p> <ul style="list-style-type: none"> • is not discovered within 21 days after it occurs or • is committed by an employee who is also a director or partner of Your Business or a member of Your Family.

Exclusions for Property Section

1. We do not insure You for the following types of loss or damage:
 - scratching of painted or polished surfaces
 - loss or damage to plants, animal, fish or birds
 - unexplained or inventory shortage, clerical or accounting error or book debts
 - damage to any electrical or electronic appliance (including wiring) caused by electric current but this exclusion does not apply to any damage which is caused by a fire which results from any such damage
 - loss, destruction or damage to information on computer systems' records:
 - due to the presence of magnetic flux
 - while mounted in or on any machine for use or processing unless it is caused by any Defined Events insured by this Section
 - due to defects in any computer systems' records
 - consequential loss of any kind other than that specifically insured in this Section or
 - loss or damage which is caused by failure to maintain Your Property in a good state of repair and You knew or should have been reasonably aware of the need to rectify the problem which caused the loss or damage.
2. We do not insure You for loss or damage caused by the following:
 - wear, tear, gradual deterioration, vermin or insect
 - any process of cleaning, dyeing, repairing or restoring
 - atmospheric moisture, rust, corrosion, oxidation, temperature, action of light, mildew, mould or rot
 - mechanical, electrical or electronic failure or breakdown
 - faulty materials or workmanship or error in design or latent defect, but this exclusion applies only to the part of the machine or structured unit of work which is directly damaged by the faulty materials or workmanship or error in design or latent defect
 - Flood, action of the sea, tidal wave, high water, seepage, erosion, or other earth movement or normal structural movement or
 - spontaneous fermentation, heating or any process involving the application of heat but this exclusion only applies to the Property which is undergoing the spontaneous fermentation, heating or application of heat.
3. We do not insure You for loss or damage which is capable of being insured under any other Section of this Policy (with the exception of the General Property Section) whether that Section is selected or not.
4. We do not insure You for any additional cost of complying with the requirements of any statutory authority which You had been notified to comply before the loss or damage occurred.
5. We will not pay for replacement of undamaged Property.
6. We will not pay for loss or damage to Property which occurs as a result of the Property undergoing any process which involves the application of heat.
7. We will not pay for loss or damage to Property directly or indirectly caused by normal settling, shrinkage, seepage, creeping, heaving or expansion taking place or affecting Buildings, foundations, walls, pavements, roads and other structural improvements.

Specific Conditions

1. Reinstatement of cover

In the event of Loss or Damage from events insured under this Section, the amount by which the Sum Insured or Limits of Liability is reduced as a consequence of the loss or damage will be automatically re-instated as from the date of loss provided that:

- there is no written request from You or Written notice by Us to the contrary
- this Section is an operative Section of the Policy;
- the claim has been notified to Us
- the Under insurance provision is not enacted
- You pay the premium We require for the reinstatement and/or
- the loss or damage is not a total loss, whether actual or constructive.

Such re-instatement will be automatic only once during the Period of Insurance, purchasing of further cover past the first re-instatement will be on the basis of offer and acceptance only.

General Property Section

What We Insure

Subject to terms, definitions, conditions and exclusions of this Section and those of the whole Policy, under this Section We will insure the items shown as insured in the Schedule for loss or damage in accordance with Cover Option A or Cover Option B as stated in the Schedule and set out below:

- which occurs anywhere in the World
- during the Period of Insurance
- for the amounts set out below.

Cover Option A – Defined Events

When this cover is stated in the Schedule, We will insure the items shown as insured in the Schedule under this Section for loss or damage caused by:

- fire, lightning, explosion, earthquake, malicious damage or vandalism
- theft following violent and forcible entry to a securely locked building; or
- theft following violent and forcible entry to a locked Motor Vehicle, including locked tool boxes securely attached to the Motor Vehicle; or
- theft of equipment securely attached to a Motor Vehicle through the use of locks or padlocks, which results in visible damage to the securing devices.
- theft consequent upon assault or violence, violent intimidation or threats of these to You or Your employees.
- theft by any person concealed at the Risk Address or in a Motor Vehicle.
- collision or overturning of the conveying Motor Vehicle.
- Flood whilst the item is in transit.

Cover Option B - Accidental Damage

When this cover is stated in the Schedule, We will insure the items shown as insured in the Schedule under this Section for:

- loss or damage caused by any occurrence under Option A; and
- for accidental loss or damage.

Definitions Which Apply to This Section

Market Value means the retail value of property of a similar type, age and condition to the damaged or destroyed items:

- adjusted for any special features and
- having regard to used prices, guides and any other relevant information.

Motor Vehicle means any motor vehicle owned or leased by You, including any trailer whilst:

- a) attached to the motor vehicle; or
- b) unattached and located within the boundaries of Your residence.

Cover details

1. Property

- At Our option, We may pay the lesser of:
 - the cost of repair or replacement of the lost or damaged item up to the Sum Insured shown in the Schedule for that item or
 - the current Market Value of the lost or damaged item.
- If only part of the item is damaged, We will only pay for that part plus the cost of any necessary dismantling and reassembling.

2. Excess

For each claim made under this Section You must pay any Excess(es) which are shown on the Schedule for this Section.

3. Limits of Liability

We will not pay any more than the Sum Insured shown in the Schedule for this Section.

Exclusions for General Property Section

1. We will not pay for loss or damage directly or indirectly caused by:
 - mechanical, electronic or electrical breakdown or derangement unless it occurs as a consequence of an accident
 - cracking, scratching or breakage of glass or fragile items or surfaces unless it occurs as a consequence of an accident to the item
 - rust, oxidation, mildew, mould, moths, vermin, insects, change of colour, or any process of heating, drying, cleaning, dyeing or alteration
 - the action of light or atmospheric conditions or gradually developing conditions, vibration, wear, tear and/or depreciation
 - dishonesty by You or others to whom items insured in this Section are delivered, entrusted, loaned or rented
 - action of the sea, tidal wave, high water, or
 - Flood other than loss or damage caused by Flood whilst the item is in transit.

2. We will not pay for:
- any alteration, improvements or overhaul of any item, even if it occurs during repair or replacement following loss or damage insured by this Section:
 - any consequential loss or damage
 - theft of property left in the open air
 - loss of or damage to property Insured resulting from theft other than:
 - theft following violent and forcible entry to a securely locked building; or
 - theft following violent and forcible entry to a locked Motor Vehicle, including locked tool boxes securely attached to the Motor Vehicle; or
 - theft of equipment securely attached to a Motor Vehicle through the use of locks or padlocks, which results in visible damage to the securing devices.
 - theft consequent upon assault or violence, violent intimidation or threats of these to You or Your employees.
 - theft by any person concealed at the Risk Address or in a Motor Vehicle
 - Money/cash;
 - documents, manuscripts, patterns, models, moulds, plans, designs, unless shown in the Schedule;
 - loss, destruction or damage caused by or arising whilst the conveying vehicle is engaged in racing, pace making, reliability trials or speed testing or is conveying any load in excess of that for which it was constructed.

Broadform Liability Section

What We insure

We will indemnify You for amounts You become legally liable to pay as compensation for Property Damage or Personal Injury occurring during the Period of Insurance within the Geographic Limitations, as a result of an Occurrence happening in connection with Your Business.

If You are entitled to indemnity under this Section We will defend any suit seeking damages for Personal Injury or Property Damage against You in Your name and on Your behalf even if such suit is groundless, false or fraudulent. In the conduct of the defence We reserve the right to investigate, negotiate and settle any claim or suit as We consider appropriate.

Definitions which apply to this Section

Where the following words or expressions appear in this Section, they are deemed to have the following meanings.

Employee means any person who is engaged by You to work in Your service in the ordinary course of Your Business:

- a) whom You remunerate by salary, wages or commission; and
- b) whom You have the right to control and direct in the performance of such work;

but not including a director, partner or trustee of Your Business or any broker, commission merchant, consignee, contractor or agent.

Geographic Limitations means anywhere in the world other than the United States of America or Canada or their territories, protectorates or dependencies subject to exclusion 12 Territorial Limits.

Manual Labour means work that primarily involves physical exertion. It does not include activities involving sales, marketing or promotion.

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

Your Business means the Business specified on the Schedule including the provision and management of any canteens, sports, social and welfare organisations for the benefit of Your Employees, any private work undertaken by Your Employees for any of Your directors, partners, proprietors, officers or executives, any first aid, fire and ambulance services and maintenance of Your premises, and the provision and management of any childcare facilities by You for Your Employees benefit.

Your Products means any goods, products or property (including any components, packaging or container for any of these) after they have ceased to be in Your possession or under Your control which are or are deemed by law to have been manufactured, grown, extracted, produced, processed, assembled, constructed, erected, repaired, serviced, treated, sold, supplied, resupplied, distributed, imported or exported by You in the course of Your Business.

Limits of Liability

1. Except as provided in paragraph 2., Our total liability under this Policy to indemnify You:
 - in respect of any one Occurrence will not exceed the Limit of Liability listed in the Schedule; and
 - for all claims in respect of Products Liability during the Period of Insurance is limited in the aggregate to the Limit of Liability listed in the Schedule.
2. Subject to paragraph 3., We will indemnify You for up to twenty five percent (25%) of the Limit of Liability in addition to the Limit of Liability for amounts that We pay to You or on Your behalf under the Legal Costs and Expenses Additional Benefit:
 - in respect of any one Occurrence; and
 - for all claims in respect of Products Liability during the Period of Insurance in the aggregate.
3. If a judgment or an amount required to settle a claim exceeds the Limit of Liability, Our liability to pay costs and expenses under the Legal Costs and Expenses paragraph is limited to the proportion the Limit of Liability bears to the amount required to be paid to dispose of the claim and in all cases will not exceed the amount specified in paragraph 2.
4. All Personal Injury and Property Damage consequent upon or attributable to one source or originating cause shall be deemed one Occurrence. Any entitlement to indemnity under this Policy for such an Occurrence will be determined by reference to the date on which the Personal Injury or Property Damage from the one source or originating cause first occurred.

Excess

For each claim made under this Section You must pay any Excess(es) which are shown on the Schedule for this Section.

Additional Benefits

1. Legal costs and expenses

We will also pay:

- a) all charges, expenses and legal costs incurred by Us and/or by You, provided such costs were incurred with Our written consent, in the settlement of, or defence of any claim for compensation that You may be liable for under this Section of Your Policy;
- b) all charges, expenses and legal costs recoverable from You by claimants resulting from any Occurrence giving rise to legal liability under this Section; and
- c) expenses incurred by You for the provision of first aid to others at the time of and resulting from an Occurrence covered by this Section.

Subject always to the Limit of Liability paragraph above.

2. Cover for others

Cover under this Section is extended to include the following:

- a) all of Your subsidiary companies (now or hereafter constituted) whose place of incorporation are within the Commonwealth of Australia which carry on Your Business;
- b) Directors, executive officers, partners, shareholders or Employees of Your Business or in a company designated in paragraph a), but only whilst acting within the scope of their duties in such capacity;
- c) any principal nominated in any contract or agreement You or a company as designated in paragraph a) enter into for the liability of any such principal arising out of Your work in Your performance of the contract but limited in all to the extent of coverage and the Limit of Liability provided by this Section;
- d) Your partner, any joint venturer or joint lessee but only:
 - i) in respect of liability arising from the partnership, joint venture or joint lease; and
 - ii) provided the partnership, joint venture or joint lease has been notified to Us within 60 days of formation and has been endorsed on the Schedule;
- e) every office bearer or member of sporting or social clubs, canteen and welfare organisations and first aid, fire and ambulance services formed with Your consent in respect of claims arising out of their duties connected with these activities. This cover will not apply to any person or company defined in paragraphs c) or d);

- f) every office bearer or member of a child care facility provided by Your Business for Employees benefit. This cover will not apply to any person or company defined in paragraphs c) or d);
- g) any director, partner, proprietor, officer or executive of Your Business in respect of private work undertaken by Your Employees for such person and any Employee whilst actually undertaking such work; and
- h) voluntary workers while acting in such capacity.

Exclusions which apply to this Section

We will not be liable for any claims in respect of:

1. Employment Liability

- Personal Injury to any employee arising directly or indirectly out of or in the course of their employment in Your Business, provided this exclusion does not apply in respect of liabilities for injuries which are not compensated under the Workers' Compensation legislation in Queensland and Western Australia where employment is not the major significant factor causing the injury;
- any claim or claims arising out of the provisions of any Workers' Compensation legislation or any industrial award or agreement or determination;
- liability which You are or would have been entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any legislation relating to Workers' or Workmen's Compensation including any legislation of any State or Territory (whether insurance is effected or not).
- liability imposed or implied under any law relating to wrongful or unfair dismissal, denial of natural justice, defamation, false or misleading conduct or advertising, misrepresentation, harassment or discrimination in respect of employment by You.
- liability imposed or implied under any industrial award, agreement or determination or any contract of employment or workplace agreement, to the extent You would not have been liable in the absence of that award, agreement, determination or contract.

For the purpose of this exclusion, "employee" shall mean any person engaged under a contract of service or apprenticeship with You but does not include any person employed under such a contract who is excluded from the definition of worker under any Workers' Compensation legislation.

2. Property in Physical or Legal Control

Property Damage to:

- property owned by or leased or rented to You; or
- property in Your physical or legal control.

But this exclusion shall not apply to liability for Property Damage to:

- a) premises (including landlord's fixtures and fittings) which are leased or rented to You;
- b) premises (or the contents thereof) not owned, leased or rented by You but temporarily occupied by You for work therein but no cover is granted for damage to that part of the property on which You are working and which arises out of such work;
- c) Vehicles (not belonging to or used by or on behalf of You) in Your physical or legal control where such Property Damage occurs whilst any such Vehicles are in a car park owned or operated by You. Cover under this paragraph does not apply if You as part of Your Business are a car park owner or operator for reward;
- d) Employees property; and
- e) any other property not specified in clauses a) to d) inclusive, which is in Your physical or legal control subject to Our liability not exceeding \$100,000 (or any other amount agreed by Us and specified in the Schedule), arising out of any one Occurrence.

However, We shall not be liable for Property Damage to that part of any property upon which You have been working where such Property Damage arises from such work.

3. Product Defect

Property Damage to Your Products if the damage can be attributed to or if the damage arose directly or indirectly out of or in connection with the product's

- harmful nature
- defectiveness
- unsuitability for the intended use
- inherent vice
- inefficiency or ineffectiveness.

4. Loss of Use

loss of use of tangible property which has not been physically damaged or destroyed resulting from:

- a delay in or lack of performance by or on behalf of You of any agreement; or
- the failure of Your Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You, except for loss of use of other tangible property resulting from the sudden and accidental physical damage to, loss or destruction of Your Products after such Products have been put to use by any person or organisation other than You.

5. Products Recall

claims or costs arising out of or resulting from the withdrawal, recall, inspection, repair, replacement investigation of or loss of use of Your Products or of any property of which they form a part, if such Products or property are withdrawn from the market or from use because of any known or suspected defect or deficiency in the Product or the accompanying use and/or storage instructions or the lack thereof.

6. Aircraft, Aircraft Products and Watercraft

Personal Injury or Property Damage directly or indirectly arising out of the ownership, possession, existence, working, navigation, repair, servicing, installation, maintenance, operation, manufacture, sales, assembly, supply or use by You of:

- a) any Aircraft, hovercraft; or
- b) any Watercraft or vessel exceeding 8 metres in length provided that this exclusion does not apply to floating jetties that are attached to land or some other fixed object.

This exclusion extends to any of Your Products that are used with Your knowledge in the construction, operation, maintenance, servicing or repair of:

- c) any Aircraft or hovercraft; or
- d) any Watercraft or vessel exceeding 8 metres in length.

7. Vehicles

Personal Injury or Property Damage arising out of the ownership, possession, operation, maintenance or use by You of any Vehicle:

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

This Exclusion does not apply to:

- Personal Injury where:
 - that compulsory liability insurance or statutory indemnity does not provide indemnity and
 - the reason or reasons why that compulsory liability insurance or statutory indemnity does not provide indemnity do not involve a breach by You of legislation relating to Vehicles.
- Property Damage arising out of and during the loading or unloading of goods to or from any Vehicle.
- Property Damage caused by or arising from the operation or use of any Vehicle which is designed primarily for lifting, lowering, loading, unloading, digging or drilling whilst being operated or used by You or on Your behalf within the confines of Your premises.
- Property Damage caused by the use of any tool or plant forming part of or attached to or used in connection with any Vehicle (excluding whilst the Vehicle is travelling, transporting or carting goods) at any work site.

8. Contractual Liability

any obligation assumed by You under any agreement except to the extent that:

- the liability would have been implied by law;
- the liability arises from a provision in a contract for lease of real or personal property other than a provision which obliges You to effect insurance or provide indemnity in respect of the subject matter of that contract;
- the liability is assumed by You under a warranty of fitness or quality as regards Your Products; or
- the obligation is assumed by You under those agreements specified in the Schedule.

9. Professional Advice or Service

the rendering of or failure to render professional advice or service by You or any error or omission connected therewith; including but not limited to any breach of duty owed in a professional capacity by any of the directors and officers insured, where persons in breach of such duty may be legally liable.

This exclusion shall not apply to the rendering of or failure to render professional medical advice by Medical persons employed by You to provide first aid or other medical services on Your premises, provided that such medical advice or services in not given for a fee.

10. Libel or Slander

the publication or utterance of libel or slander:

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

11. Welding, Thermal or Oxygen Cutting or Heating

any claim resulting from welding, thermal or oxygen cutting or heating or any other heat producing or spark producing operations where the loss, damage or injury was caused by or contributed to by You or any person working on Your behalf or for whom You are responsible as a result of failure to comply with the precautions and requirements specified in the Australian Safety Standard 1674.1-1997 " Safety in Welding and allied processes – Fire precautions" or any updates of this standard.

12. Territorial Limits

any liability:

- a) arising out of claims made or actions brought in the United States of America, Canada or their protectorates, or dependencies coming within the jurisdiction of the courts of the United States of America, Canada or their territories, protectorates or dependencies; or
- b) arising out of claims and actions to which the laws of the United States of America, Canada or their territories, protectorates or dependencies apply.

Provided that:

- c) subsection 12(a) and 12 (b) above do not apply to Personal injury or Property Damage occurring during business visits to the United

States of America, Canada or their territories, protectorates or dependencies by directors or Employees, who are normally resident in Australia and who are not undertaking Manual Work or supervision of work of any kind while in the United States of America, Canada or their territories, protectorates or dependencies.

13. Exports to USA or Canada

Personal Injury and/or Property Damage caused by or arising out of Your Products knowingly exported by You, or Your agents or servants, to the United States of America or Canada or their territories, protectorates or dependencies.

14. Faulty Workmanship

the cost of performing, re-performing, completing, correcting or improving any work undertaken by You.

15. Treatment or Dispensing

Personal Injury or Property Damage caused by:

- the performance of treatment to humans or animal for beautification, cosmetic enhancement or to remedy illness, mental or physical deficiency, disease or injury;
- the prescribing of activities, pharmaceuticals, medical or herbal remedies to improve performance or appearance, or to alleviate pain illness, disease, mental or physical deficiency, disease or injury; or
- dispensing of drugs, medicines, pharmaceutical supplies or artificial aids.

16. Defect in Design

Personal Injury or Property Damage arising directly or indirectly out of or caused by, through or in connection with any defective design, error or omission in plans, instructions, specifications, pattern or formula provided by You for a fee.

17. Intentional Act

any liability which arises from any deliberate or intentional act committed by You or by any person acting with Your express or implied consent.

18. Assault and Battery

Personal Injury or Property Damage caused by or arising from assault and battery committed by You or at Your direction unless reasonably necessary for the protection of persons or property or with Your knowledge.

19. Damage to property owned by You

Property Damage to property that You own.

20. Child Molestation

the molestation or interference with any person legally considered a minor by:

- You;
- any of Your employees;
- any person that works or acts on behalf of Your business;
- any person performing any voluntary work or services or work experience for You or on Your behalf.

Further, We will not have any duty to defend any action, suit, or proceedings brought against any person mentioned above or any entity insured by this Policy where compensation is sought, whether directly or vicariously, in respect to any molestation or interference to any person legally considered a minor or any Personal Injury resultant therefrom.

21. Participants

Personal Injury or Property Damage to any party caused by their own or their property's participation in any match, race, health or fitness class, game, competition, trial or other sporting activity, training or event.

22. Communicable Disease

the contraction of or the transmission of any communicable disease through any work related activity and/or any intentional or deliberate action or process which involves the transfer of or the potential transfer of bodily fluids, including but not limited to any sexually transmitted disease.

23. Contract Limit

Personal Injury or Property Damage arising out of or in connection with any individual contract You undertake that exceeds \$500,000 in total contract value.

24. Underground Services

any liability caused by or arising directly or indirectly out of or in connection with Property Damage to any underground services except where You have contacted the appropriate authorities to verify the existence and location of underground services and have obtained from them a plan detailing the location of such services prior to commencement of work.

Conditions

1. Territorial Limitations

The indemnity provided by this Section applies world-wide subject to the exclusion headed Territorial Limits.

2. Payment of Premium

You will pay promptly to Us the premium, any adjustments of premium and other amounts charged for this Policy and any renewal, extension or Endorsement to the Policy.

3. Cross Liability

Where more than one person or party comprises You as defined, each of the parties shall be considered as a separate and distinct unit and the word You shall be considered as applying to each party in the same manner as if a separate policy had been issued to each party provided that nothing in this clause shall result in an increase of Our Limit of Liability in respect of any Occurrence or Period of Insurance

4. Discharge of Liabilities

We may at any time pay You in respect of all claims against You arising from an Occurrence the balance of the Limit of Liability or any smaller for which the claim or claims can be settled and upon that payment We will relinquish conduct or control of and be under no further liability under this Policy in connection with those claims except for costs, charges and expenses:

- recoverable from You for all or part of the period prior to the date of such payment
- incurred by Us or
- incurred by You with Our written consent of prior to the date of such payment.

5. Adjustment of Premium

- If the first or renewal premium for the Policy has wholly or partly been calculated on estimates furnished by You, You must within thirty (30) days after the expiry of each Period of Insurance provide to Us such matters, particulars and information relevant to the Policy as We may reasonably require. The premium for the period will then be adjusted and any difference paid by or allowed to You as the case may be, provided that the adjusted premium will not be less than any minimum premium specified in the Schedule.
- You must keep a record of all matters, particulars and information requested by Us and must on reasonable notice allow Us or Our nominee to inspect and make copies of those records.

6. Reasonable precautions

- a) Without in any way restricting or limiting Your obligations under General Condition 11, Reasonable Care, You must take all reasonable precautions to:
 - i) prevent Personal Injury or Property Damage;
 - ii) ensure that Your Products are manufactured, promoted, sold or supplied without defect;
 - iii) ensure that the premises from which Your Business is carried on or conducted are regularly maintained and kept in a good state of repair and maintenance and free of waste material and rubbish.
- b) At Your own expense, You must take immediate action to trace, recall or modify any of Your Products containing any defect or deficiency of which You have knowledge or have reason to suspect, including (but not limited to) any of Your Products subject to Government or statutory ban.

7. Notices

You must as soon as possible give to Us notice in writing of:

- every Occurrence, claim, writ, summons, proceeding, impending prosecution, and inquest together with all relevant information which may result in a claim under this Policy, whether or not You believe any claim amount might fall below the applicable Excess and
- every change that comes to Your knowledge (including anything done or not done by You) which materially varies any of the facts or circumstances existing at the commencement of this Policy.

Any written notice We give to You shall be deemed to be notice given to each of the parties You comprise.

Notices given by Us shall be effective upon receipt by You if We send them by facsimile, telex or electronic mail message. In the case of notices by post, they will be effective three business days after We post them.

8. Maintenance of Product Records

You must keep and maintain, for at least 10 years after the date upon which they are brought into existence or come into your possession, custody or control, documents and records:

- a) relating to research and development, specification, design and manufacturing of Your Product;
- b) showing the source and quality of components of Your Product;

- c) identifying persons and entities comprising the distribution chain for Your Product;
- d) comprising sales records, including batch number and destination of Your Product; and
- e) detailing quality control, inspection, testing, repairs, replacements and recalls of Your Product.

Optional Cover – Applicable to This Section Only

Subject to an additional premium having been paid and a Sum Insured being specified in Your Schedule We will extend Your cover to include:

1. Testing and/or delivery of Vehicles

- 1.1 damage to any registered Vehicle, not being Your own, but in Your physical or legal control for repair, servicing or garaging whilst any such Vehicle is on any public roadway or thoroughfare whilst being tested and/or delivered and/or collected. The maximum amount We will pay under this clause of the extension is the Sum Insured shown in the Schedule against the heading "Testing and/or Delivery of Vehicles" and
- 1.2 damage to any other property, not being Your own or used by You or being used on Your behalf caused by the use of any Vehicle in a way described in clause 1.1. The maximum amount We will pay under this clause of the extension is the limit of indemnity for this Section shown in the Schedule.

If other insurance provides indemnity for You for any claim which is insured by clause 1.1 and 1.2 above, then We shall only pay the amounts over and above the amount payable by the other insurances.

Personal Accident and Sickness Section

What We Insure

Subject to terms, definitions, conditions and exclusions of this Section and those of the whole Policy under this Section We will insure:

- the Insured Persons nominated in the Schedule under this section for benefits selected from this Section and shown in the Schedule.

Definitions Applicable to This Section

Benefit means the percentage of the individual Sum Insured listed in the table of benefits for each Permanent Disablement.

Earnings means:

1. in the case of an employee, the Insured Person's gross weekly rate of pay exclusive of overtime payments, bonuses, commission or allowances averaged over the period of 12-months prior to the date disablement commenced or over such shorter period that the Insured Person has been continuously employed or
2. in the case of any other person, their gross weekly income derived from personal exertion after deducting any expenses necessarily incurred in deriving that income averaged over the period of 12-months prior to the date disablement commenced or over such shorter period that the Insured Person has been engaged in their occupation, profession or business.

Excess Period means the period stated in the Schedule or stated in this Section, during which no benefits are payable for Total or Partial Disablement.

Football means any training or playing of rugby league, rugby union, soccer, touch football, gridiron, Australian rules or similar game.

Injury means bodily injury caused by an accident which occurs during the Period of Insurance but does not include any conditions which are also a Sickness and/or an aggravation of a pre existing injury unless caused by a separate accident.

Insured Person is such person or persons described in the Schedule with respect to whom a premium has been paid.

Loss of Use means loss of, by physical severance or permanent loss of the full effective use of the part of the body referred to in the Table of Conditions.

Motor Cycling means driving, riding or being a passenger on any mechanically propelled 2 or 3 wheeled vehicle, quad or ATV vehicle; whether or not the vehicle is registered for use on public roads.

Partial Disablement means disablement which prevents the Insured Person from carrying out a substantial part of their usual occupation, profession or business.

Permanent Disablement means disablement which has not improved within 12 months from the date of the event which caused the Injury and at which point is deemed in all probability to be beyond hope of any improvement.

Permanent Total Disablement means disablement which has lasted for at least 12-months from the date of the Injury and which thereafter is beyond hope of improvement and which entirely prevents the Insured Person from engaging in an occupation, profession or business for which they are reasonably qualified by education, training and experience.

Sickness or Disease means a bodily disorder which becomes manifest during the Period of Insurance, but not manifesting itself earlier than 28-days from the commencement of this Policy and which continues for more than 7-days from the date the Insured Person first sought treatment from a legally qualified medical practitioner in respect of that bodily disorder.

Total Disablement means disablement which entirely prevents the Insured Person from engaging in their usual occupation, profession or business.

Cover details

1. Accident

If, an Insured Person suffers an Injury or is exposed to the elements as a result of an Injury, and as a direct result of that Injury or exposure and within 12 months of the Insured Person first sustaining that Injury or exposure:

- 1.1 the Insured Person suffers a Permanent Disablement, We will pay the Benefit applicable to that Permanent Disablement in the Table of Benefits and if
- 1.2 the Insured Person suffers Total Disablement, We will pay the weekly compensation specified in the Schedule for an accident or the pre-disablement Earnings, whichever is the lesser, for the period of the Total Disablement but not for longer than the number of weeks shown as the accident period in the Schedule.
- 1.3 the Insured Person suffers a Partial Disablement, We will pay 25% of the weekly compensation specified in the Schedule for an accident or 25% of the pre-disablement Earnings, whichever is the lesser, for the period of the Partial Disablement but not for longer than the number of weeks shown as the accident period in the Schedule.

2. Sickness

If We cover Sickness and Disease and an Insured Person suffers a Total Disablement for more than 7 consecutive days as a result of Sickness or Disease, We will pay the weekly compensation specified in the Schedule for Sickness and Disease or the pre-disablement Earnings, whichever is the lesser, for the period of the Total Disablement but not for longer than the number of weeks shown as the sickness period in the Schedule.

However We will not pay any amount under this clause if You or the Insured Person were aware of any symptoms of the Sickness or Disease or a reasonable person in the circumstances would have been aware of any such symptoms at the time the Insured Person became insured by this Policy.

3. Restrictions to Both Sickness and Accident

If the Insured Person is entitled to receive sick leave or any benefits under any Workers Compensation legislation, Transport Accident Legislation or other statutory compensation or benefits scheme; then We will reduce the amounts payable by Us under clauses 1.2, 1.3 and 2 of this section by the amount of those entitlements.

4. Limits of Liability

Benefits shall not be payable for more than one of the Permanent Disablement events (1–16) except for event 15 in respect of the same Injury, in which case the highest benefit will be payable.

Any Benefit payable for Permanent Disablement events (1–16) shall be reduced by any sums paid for Total Disablement in respect of the same Injury.

Weekly compensation for Total Disablement shall be limited to the Sum Insured stated in the Schedule or Your Earnings, whichever is the lesser.

The Accident or Sickness period shown as a number of weeks in the Schedule is inclusive of the Excess Period during which no benefits will be payable.

5. Maximum Age

All cover under this Policy will cease upon You attaining the age of 65 years unless otherwise indicated in the Schedule.

Additional Benefits

If the Insured Person has not been found within 12 months of the loss or destruction of any conveyance in which the Insured Person was travelling then the Insured Person will be deemed to have died as a result of an Injury at the time of the loss or destruction.

If the Insured Person is entitled to compensation for Permanent Disablement under this Policy, then We will pay for the costs incurred by the Insured Person to undergo a rehabilitation program to adjust to the Injury sustained, plus any costs incurred for the modification of a house or car that are required as a result of the Injury sustained. The maximum amount We will pay under this clause is \$10,000.

Table of Benefits

Permanent Disablement – resulting directly from an Injury	Percentage of individual Sum Insured
1. Death	100
2. Permanent Total Disablement	100
3. Permanent total loss of use of one or more arms or legs	100
4. Permanent total loss of sight in one or both eyes	100
5. Permanent total loss of hearing in:	
5.1 both ears	80
5.2 one ear	20
6. Permanent total loss of use of four fingers and thumb of either hand	80
7. Permanent total loss of the lens of one eye	60
8. Permanent total loss of use of four digits of either hand	50
9. Third degree burns that cover 40% or more of the external body	50
10. Total loss of use of one thumb of either hand:	
10.1 both joints	30
10.2 one joint	15
11. Permanent total loss of use of any finger of either hand:	
11.1 three joints	10
11.2 two joints	7.5
11.3 one joint	5
12. Permanent total loss of use of the toes of either foot:	
12.1 all toes	15
12.2 great toe – two joints	5
12.3 great toe – one joint	3
12.4 any one toe other than the great toe	1
13. Fracture of any bone above the ankle in either leg with established non-union	10
14. Shortening of the leg by 5cm or more	7.5
15. Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth	2
16. Disablement not otherwise provided for in this Table	The percentage of the Sum Insured as in Our opinion is appropriate.

Conditions Which Apply to This Section

1. Provided that We give reasonable notice, We shall be allowed to have any Insured Person medically examined or, in the event of death of an Insured Person, a post mortem examination carried out at Our expense.
2. Except for Benefit 15, which We will pay in addition, We will not pay more than one Benefit for all Permanent Disablements arising from any one Injury.
3. As soon as possible after suffering an Injury, Sickness or Disease, the Insured Person must obtain and follow advice from a qualified medical practitioner.
4. In the event of death by accident of the Insured Person We will pay the Benefit to their legal representative.
5. We must be advised of any existing medical conditions that may affect Our decision to include an Insured Person.
6. Excess
No compensation will be paid for Total or Partial Disablement during the Excess Period.
2. Asbestos or any asbestos related diseases.
3. The Insured Person flying, or engaging in aerial activities, other than as a passenger in an aircraft that is authorised to fly under a law that relates to the safety of aircraft.
4. Motor Cycling or playing Football unless Our consent has been obtained and the Policy endorsed accordingly.
5. Underwater activities which are in any way associated with the use of breathing apparatus or skin diving equipment of any description.
6. Racing of any kind other than on foot, boxing, polo, water skiing, ski-jumping or competitive snow or ice sports unless Our consent has been obtained and the Policy endorsed accordingly.
7. Any form of cosmetic surgery or any other voluntary form of disablement and/or medical procedure You undergo.
8. Any sexually transmitted disease, herpes or acquired immune deficiency syndrome (AIDS).
9. Neurosis, psychoneurosis, psychosis; mental, emotional, depression, stress or anxiety condition, disease or a disorder that is sustained whilst the Insured Person is in a state of insanity.

Exclusions Which Apply to This Section

We shall not be liable in respect of any Injury, death, disablement or Sickness directly or indirectly caused by or arising out of or in consequence of, regardless of any other cause or event contributing concurrently or in any other sequence, or contributed to by:

1. Death or Disablement that results from:
 - (a) a deliberately self-inflicted Injury
 - (b) The Insured Person:
 - being under the influence of intoxicating liquor or of a drug, other than a drug taken or administered by or in accordance with the advice of a duly qualified medical practitioner
 - being addicted to intoxicating liquor or to a drug
 - taking part in a riot or civil commotion
 - acting maliciously
 - engaging in any criminal act or
 - engaging in professional sporting activities.
2. Or during any travel overseas where the Insured Person has been living overseas for a period exceeding sixty (60) consecutive days unless agreed to in writing by Us prior to the travel commencing.
10. Childbirth, miscarriage, termination of birth or any complications with pregnancy that arise after the first thirty (30) weeks of pregnancy.
11. Any practicing, engagement in or taking part in any defence forces service or operations.

Optional Extensions

Options

The following optional extensions are available under this Policy. However they are not automatically included in this Policy unless they have been requested by You, accepted by Us and specified in the Schedule. Each Optional Extension is subject to the terms, conditions, exclusions and definitions of this Policy except where they are varied by the extension.

1. Motor Cycling

In consideration of the payment of and acceptance by Us of an additional premium the risk of Motor Cycling is deleted from Exclusion 4 under this section and for each subsequent Period of Insurance where the renewal premium includes this additional amount.

2. Football

In consideration of the payment of and acceptance by Us of an additional premium the risk of playing Football is deleted from Exclusion 4 under this section and for each subsequent Period of Insurance where the renewal premium includes this additional amount.

Conditions Applicable to Optional Extension 1 and 2

- this cover is only available to amateur Football players and Motor Cyclists and
- an additional Excess Period of 14 days will apply to all claims caused by or contributed to by Football or Motor Cycling.

Motor Trailer Section

What We Insure

Subject to terms, definitions, conditions and exclusions of this Section and those of the whole Policy, under this Section We will insure accidental loss or damage including theft and Your liability for any Third Party Property Damage:

- to any Insured Trailer which is owned by You and has been specified in the Schedule
- which occurs anywhere in Australia; and
- which occurs during the Period of Insurance.

Definitions Which Apply to This Section

Market Value means the retail value of a Insured Trailer of a similar type, age and condition to the damaged or destroyed Insured Trailer.

Sum Insured means the amount You have estimated for the value of Your Insured Trailer. A Total Loss will be settled for that amount or its Market Value whichever is the lesser.

Total Loss means if Your Insured Trailer is:

- stolen and not recovered by midnight on the thirtieth day from the date the theft was reported to the Police then Your Insured Trailer will be deemed to be irrecoverable and the claim payable in accordance with Our standard procedure for theft claims
- damaged so badly that it cannot be economically repaired.

Trailer means a two or four wheeled trailer which is registered for use on public roads and thoroughfares. It does not mean any type of caravan.

Insured Trailer means all the Trailers that You have chosen to insure and listed in the Schedule.

Third Party Property Damage means Your liability for damage You cause to other people's property resulting from the use of Your Insured Trailer.

Cover details

Loss or Damage Cover

This insures Your Insured Trailer for:

Section 1 – Accidental Damage including Theft, and

Section 2 – Your Liability for any Third Party Property Damage

Section 1:

We will indemnify You against loss or damage to the Insured Trailer by, at Our option:

- paying for the amount of loss or damage providing it does not exceed the Sum Insured
- repairing, reinstating or replacing the Insured Trailer or any part of it
- settling in cash the cost of any parts or accessories where they are not readily available in Australia. The cost of such parts to be limited to the last list price of such items in Australia or the cost of similar comparable items plus the reasonable cost of fitting.

We may, if We choose, tow the Insured Trailer to a repairer of Our choice.

Section 2:

During the Period of Insurance, this Policy covers You for accidental damage to someone else's property as a result of the use of Your Insured Trailer, for which You are legally obliged to pay.

In the event of a claim We will at Our option:

- pay an amount sufficient to cover such liability or
- pay legal costs incurred with Our written consent for such liability.

However, We will pay no more than the Limit of Indemnity specified in Your Schedule for all claims arising out of any one event.

Excess

For each claim made under this Section You must pay any Excess(es) which are shown on the Schedule for this Section.

Limits of Liability

We will not pay any more than the Sum(s) Insured shown in the Schedule for this Section.

Additional Benefits

Removal and Protection Following an Accident

We will pay the reasonable cost (up to \$250) of protection and removal of the Insured Trailer to the nearest repairer or place of safety if it is unable to be towed because of loss or damage covered under this Policy.

Emergency Repairs

We will pay up to \$200 towards the cost of emergency repairs following loss or damage covered under this Policy to enable the Insured Trailer to be towed to Your residence or place of work.

Other Drivers

We will cover any other licensed person using, towing or in charge of Your Insured Trailer with Your consent, provided that the driver's driving history is acceptable and the driver would not be excluded under additional exclusion 2 on page 37.

Exclusions which apply to this Section

We will not pay for loss, damage or liability and/or compensation for damage directly or indirectly caused by:

- Your Insured Trailer being hired out for reward
- Your Insured Trailer being towed by a vehicle that is being driven by or is in charge of any person:
 - under the influence of or when impaired by drug or intoxicating liquor, or
 - in whose blood the percentage of alcohol is in excess of the legal limit as prescribed by the law applicable in the relevant State or Territory, as indicated by analysis of the person's breath or blood taken within two hours of the occurrence of the event giving rise to such loss, damage or liability, or
 - who upon a request made by a member of the police force refuses to provide as prescribed a sufficient specimen of his or her breath for analysis or as the case may be a sufficient specimen of his or her blood for laboratory tests
 - who unreasonably leaves the scene following an accident
 - who is not the holder of a Driver's License entitling him or her to drive the vehicle towing Your Insured Trailer for the purpose for which it is being used or
 - who is not duly authorised under all relevant Laws, By Laws and Regulations (other than in respect of the holding of a Driver's Licence) to be driving the vehicle towing Your Insured Trailer for the purpose for which it is being used.
- loss of use, depreciation, wear and tear, rust or corrosion
- loss or damage caused by any structural failure, mechanical, electrical, electronic or hydraulic breakdown failure or breakage
- damage to tyres caused by the application of brakes or by road cuts or bursts or punctures
- loss or further damage to Your Insured Trailer, following a loss or accident, unless reasonable steps were taken to protect or safeguard Your Insured Trailer
- conveying any load in excess of that for which it is constructed. Being used whilst in an unsafe or unroadworthy or dangerous condition unless such condition could not reasonably have been detected by You. Provided that this exclusion shall not apply if You prove that the damage or liability was not caused or contributed to by such unsafe or unroadworthy conditions
- the loading or unloading or storage or transportation of hazardous goods, explosives, corrosives, radioactive substances, poisons, or toxic chemicals
- the Insured Trailer being used for an unlawful purpose
- any accident or event that occurred before this insurance was entered into
- the cost of repairing old damage, or the cost of fixing faulty repairs which were done before the commencement of this Policy
- Your Insured Trailer been seized or taken possession of by any persons lawfully entitled to
- any actions intentionally caused by You or another person with Your expressed or implied consent, or any person to whom the Insured Trailer is lent, leased or hired
- monetary loss incurred by You through contractual or financial arrangements on Your Insured Trailer.
- to property in Your custody or control
- or in connection with an unregistered vehicle towing Your Insured Trailer at the time of the accident.

In Addition This Policy Does Not Cover

1. Any legal liability incurred by You for death or bodily injury caused by or arising out of the use of Your Insured Trailer
2. Any liability loss or damage caused by persons (other than nominated drivers) who in the five years prior to the accident:
 - have been refused vehicle insurance or had it withdrawn, cancelled, or its renewal not offered
 - have had any driver's licence cancelled unless they are named on Your Policy and We are advised of their prior insurance and driving history.

Conditions which apply to this Section

Repairs

You must not authorise repairs to Your Insured Trailer without Our consent.

Maintenance

You must at all times take reasonable steps to safeguard Your Insured Trailer from loss or damage and to maintain it in a roadworthy condition.

Salvage

When a Total Loss is paid We have the right to the salvage or residual value of Your Insured Trailer.

Cancellation

Following a claim settlement on a Total Loss basis for Your Insured Trailer, no refund of premium will be payable in respect of that Insured Trailer.

Claims

What You Must Do if You Want to Claim Under This Policy

You must follow these procedures if something happens which causes loss or damage or Injury which may lead to a claim. If You do not, We may refuse Your claim or reduce the amount We pay You.

When Loss or Damage Occurs You Must:

- take all reasonable steps to reduce the loss or damage and to prevent further damage
- immediately make a full report to the police if:
 - You know or suspect that property has been stolen or
 - someone has broken into Your premises, or caused malicious damage to Your premises.
- not make any admission of liability, offer, promise or payment in connection with any event without Our consent
- promptly inform Us by telephone or in person
- use Your best endeavours to preserve any products or property which may assist in the defence or investigation of a claim and so far as reasonably practical no alteration or repair shall be made without Our consent or until We have had the opportunity of inspection and
- give notice in writing as soon as possible of every Occurrence, claim, writ, summons, proceedings, impending prosecution or inquest and all information in relation thereto in respect of which a claim may result under this Policy.

If You Want to Make a Claim You Must:

- fully complete Our claim form and return it to Us within 30 days of the event that gave rise to the claim
- give Us all information and documentation which We request. If We ask for it, You must provide Us with a statutory declaration verifying the truth of Your claim and any matters connected with it
- allow Us or Our representative to interview You about the circumstances of the claim and
- immediately send Us any court document or other correspondence You receive about the claim.

Proceeding and Negotiations

We control all claims and We require that You give Us all information and assistance We may need, to settle or defend claims; or to recover from others amounts which We have paid on claims.

We may at any time:

- pay You the Sum Insured or other such amount which will discharge Our obligations to You under this Policy for any claim or
- pay You the amount for which the claim may be settled, and upon payment We will:
 - relinquish conduct or control of the claim and
 - be under no further liability to pay any amount in respect of the claim except for any amounts incurred by Us or amounts which We have given written consent to pay.

You must allow Us to:

- make admissions, settle or defend claims on Your behalf and
- take legal action in Your name against another person to recover any payment We have made on a claim. We may keep any amount We recover in priority to Your right to recover any amount that You have lost which is not insured under this Policy.

Inspection and Salvage

- You must give Us access to Your Property and the Risk Address or make them available to Us for inspection if You make a claim.
- You must allow Us to take possession of any damaged Property and deal with it in a reasonable manner. If We do not take possession of the damaged Property, You cannot abandon Your responsibilities for the Property.

Other Insurances

At the time You make a claim, You must give Us written notice of any other insurance covering the Property or legal liability which may also apply to Your claim.

False Claims

If You, or someone acting on Your behalf makes a false claim, or causes loss or damage deliberately We may:

- refuse to pay the claim
- reduce the amount We pay
- cancel this Policy or
- take legal action against You.

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