



Faith Organisations

Product Disclosure Statement and Policy Wording
Christianity

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Introduction

Comprehensive insurance for your Church from Australia's leading specialist insurer of faith organisations

From small beginnings Ansvar Insurance has grown to become the leading insurer of places of worship in Australia, insuring around 9,000 nationwide.

We have a unique record of service to faith organisations. As a specialist insurer, our products and services have been designed to respond to the increasingly complex challenges facing faith organisations today.

We appreciate the uniqueness of Churches and understand insurance risks associated with them such as reinstatement issues, security risks, fire protection, and providing safe faith environments.

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

Ansvar Insurance

Ansvar Insurance began serving Australians back in 1961 and has always been a prominent insurer of faith organisations.

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

Our business focuses on serving organisations devoted to providing services and support to the community in both spiritual and practical ways. Faith organisations, educational institutions, care facilities, community groups and charitable organisations comprise the portfolio of our business partnerships. They all add something very positive to the lives they touch.

Our experience

Insuring around 30,000 places of worship in Australia, the UK, Ireland, Canada and New Zealand we have developed specialist knowledge on faith organisations by drawing upon our global experience. Each year we survey around 4,000 places of worship globally to help identify and manage potential risks.

Our claims management team share knowledge and outcomes to monitor faith organisations closely. This ensures our claims management advice is at the forefront of global developments. Our claims team currently manage over 9,000 claims per year for the faith organisations we insure.

Our parent company Ecclesiastical Office plc also insures an impressive 17,000 places of worship including the world famous Westminster Abbey and St Pauls Cathedral in London.

Our approach

As a specialist insurance company we have developed a deep understanding of the issues confronting our faith customers of all religions. Our products and services are tailored accordingly. We understand the religious beliefs and customs of our Christian customers and have developed products to cater for their needs.

Our dedicated staff are committed to helping customers protect their assets and people by providing:

1. specialist insurance advice in the area of religious assets and protection of their people
2. flexibility in underwriting
3. on-site risk management inspections, expert advice and practical solutions
4. opportunities to attend risk management seminars that address specific issues affecting our Christian clients

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

Supporting our community

Central to the Ansvar Insurance brand is our desire to make a difference in the world. At a practical level, we are able to provide grants to grass roots programs designed to assist young Australians develop a positive attitude to life. 10% of our after tax profit (annualised over 3 years) is allocated to our Community Education Program. Every year we provide support to programs touching and enriching the lives of thousands of young Australians.

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

About this PDS

This product disclosure statement (PDS) contains two sections:

1. Important Information

Provides general information about your Faith Insurance Policy.

2. The Contract between you and Ansvar Insurance

Details the terms and conditions of your Faith Insurance Policy.

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

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

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

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

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

Please read this PDS before you apply for this insurance.

This PDS was prepared in November 2010.

Who is the insurer and how can we be contacted?

Ansvar Insurance Limited, ABN 21007 216 506, is the issuer of this insurance policy. The registered office of Ansvar Insurance is Level 12, 432 St Kilda Road, Melbourne, Victoria. The Ansvar Insurance Australian Financial Services Licence number is 237826.

You can contact us by:

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

Important Information

Changes to the PDS

Information which is not materially adverse is subject to change from time to time. Changes in your Faith Insurance Policy will be communicated to you in several ways and these are:

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

Cooling off Period

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

Significant features and benefits

Cover is available under this insurance policy under 9 policy sections for events happening during the period of insurance. Cover is provided to you only in respect of the policy sections selected and on payment of the appropriate premiums and up to sums insured or limits of liability which are shown in the certificate of insurance.

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

You need to read the full terms and conditions contained at pages 11 to 81 to make sure this

insurance matches your needs and expectations. You should read the full details of each policy section for specific definitions, limits, conditions and exclusions as well as the general definitions, general exclusions, general conditions and claims conditions.

Cover Available	Summary of cover
Section 1 Property Insurance - Non-residential premises	This section covers you for accidental damage to your insured property at the location where you carry out your occupation. Cover applies to the declared and/or defined property and is for damage occurring during the period of insurance up to the limits of liability and any applicable sub limits of liability. This section also provides a number of extensions.
Section 2 Interruption Insurance	This section covers you for loss of income during the indemnity period as a result of damage occurring during the period of insurance. A claim must be admitted under section 1, Part A or B of section 4 or section 9 of this policy to trigger a claim under this section 2.
Section 3 Property Insurance - Residential premises	This section covers you for accidental damage to your residential building and residential contents at the site we have agreed to insure. Cover applies to the declared and/or defined property and is for damage occurring during the period of insurance up to the limits of liability and any applicable sub limits of liability. This section also provides a number of extensions.
Section 4 Crime Cover	This section covers you for: <ul style="list-style-type: none"> • Part A - Loss of money • Part B – Burglary or theft of property (other than money) • Part C – Theft by officials

	<p>which occurs during the period of insurance.</p> <p>This section also provides a number of extensions.</p>
Section 5 Glass breakage	<p>This section covers you for accidental breakage of external and internal glass including leadlight and stained glass at the location where you carry out your occupation.</p> <p>A number of extensions are also provided.</p>
Section 6 Breakdown of mechanical and electronic equipment	<p>This section covers you for breakdown in use of your declared mechanical equipment, electronic equipment and explosion of boilers and pressures vessels.</p> <p>A number of extensions are also provided.</p>
Section 7 Liability Insurance	<p>This section covers you against your legal liability (including legal liability arising out of your products) to pay compensation for property damage, personal injury or advertising injury caused by an occurrence happening in connection with your occupation during the period of insurance.</p> <p>This section also provides extensions.</p>
Section 8 Volunteers – Personal Accident	<p>This section covers bodily injury caused by an accident and suffered by volunteers doing voluntary work for your benefit.</p> <p>We provide lump sum and disablement benefits.</p>
Section 9 General Property Insurance	<p>This section covers you for damage caused by agreed perils anywhere within the geographic limits to the property you specifically nominate.</p>

Terrorism

This policy excludes cover as a result of terrorism.

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

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

Costs

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

Relevant Rating Factor	Factors which may increase your premium	Factors which may decrease your premium
Cover selected	Each additional section and/or option selected	Not selecting a section or option
Sum insured / limit of liability	Higher sum insured / limit of liability	Lower sum insured / limit of liability
Excess	Low excess	High excess
Construction of premises	Timber or cement sheeting	Brick
Location	Isolation of premises	Proximity of fire services
Age of premises	Old premises	New premises
Security	No deadlocks on external doors	Monitored alarms

Glass	Stained glass windows	Standard windows
Claims history	High number of previous claims	Low number of previous claims
Machinery breakdown	Large number of machinery units	Low number of machinery units
Loss of income	Higher income	Lower income

Indemnity period	Longer period	Shorter period
Liability	Higher number of attendees	Lower number of attendees
Liability	External activities, for example camps and fetes	No external activities
Theft by officials	Large number of officials handling cash	Small number of officials handling cash

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

Code of Practice and Privacy Act

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

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

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

At times we rely on third party suppliers (agents, legal advisers, other insurance companies, assessors, investigators, loss adjusters, market research and mailing houses) to perform specialised activities for us. Your personal information may be provided to them so that they can carry out their agreed activities.

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

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

The easy solution to a problem

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

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

If you are not satisfied with the response given by the Regional Manager, then please either telephone or write to:

The Secretary
 Internal Dispute Resolution Committee
 Ansvar Insurance Limited
 GPO Box 1655 Melbourne VIC 8060
 Ph: +61 3 8630 3100
 Fax: +61 3 9804 5001

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

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

What if we don't resolve your problem?

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

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

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

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

For privacy complaints you may approach the Federal Privacy Commissioner. A copy of the General Insurance Code of Practice and privacy principles can be obtained from our website www.ansvar.com.au or from one of our offices.

Important notice to Policyholders

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

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

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

Duty of disclosure

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

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

Your duty however does not require disclosure of matters:

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

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

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

Goods and Services Tax (GST)

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

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

Additional covers available separately

This policy does not cover:

- construction risks (except to the extent specifically provided by sections 1 and 3);
- personal accident and/or illness (except to the extent provided by section 8 for volunteers);
- directors & officers liability;
- employment practices liability;
- professional indemnity;
- house and contents (except to the extent provided by section 3 for residential buildings and residential contents);
- motor vehicles/caravans/trailers;
- pleasure boats.

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

The contract between you and Ansvar Insurance

In consideration of payment of **your** premium, **we** will insure **you** against the events described in this policy. **Your** insurance commences from the time **we** accept **your** proposal or variation and concludes at 4.00pm local standard time on the dates shown in the **certificate of insurance**.

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

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

General definitions applicable to all sections of the policy

Certain words and phrases that appear in this policy in **bold italics** have special meanings as set out below (General definitions). In addition, some sections contain definitions for words specific to that particular section so these General definitions should be read in conjunction with such specific definitions.

Where used in this policy:

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

certificate of insurance means the certificate of insurance attaching to this policy or any certificate of insurance subsequently issued during the **period of insurance**.

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

- the theft of **your** :
 - a. assets under the direct or indirect control of a computer system by manipulation of computer hardware or software programmes or system by any person to whom **you** have not given authorised access;
 - b. funds from an account which **you** maintain at a financial institution through fraudulent electronic, telephone or written instructions to debit, transfer or deliver funds from such account, where such instructions must appear to have been given by **you** or by someone to whom **you** have given authorisation but have in fact

been fraudulently transmitted, issued or fraudulently altered by that unauthorised person;

- the malicious, intentional and wilful use of computer network or electronic commerce services to erase, destroy, modify or corrupt data or to deny access to **your** computer network or electronic commerce services.

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

damage, damaged means physical loss, destruction or damage.

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

employee means any person who is:

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

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

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

geographic limits means the Commonwealth of Australia.

glass means external glass and internal glass and porcelain forming part of the fixtures and fittings belonging to **you** or for which **you** are legally responsible.

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

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

- shown on the **certificate of insurance** as covered by that section; and/or
- defined as insured property for the purposes of that section.

landscaping means decorative trees, shrubs, plants and rockwork.

location means the place where **you** carry out **your occupation**.

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

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

- the provision by **you** of religious services;
- the provision by **you** of catering, social, sporting or welfare facilities and first aid services for **your** office bearers, **officials, employees, volunteers**, members of **your** congregation, residents of **your** premises and visitors;
- the provision by **you** or on **your** behalf of fire and security services maintained only for the protection of premises and property belonging to **you** or for which **you** are responsible;
- exhibitions, festivals, educational, social and similar events organised by **you** or under

your control or conducted with **your** consent;

- the ownership or occupation of property and the provision of residential premises;
- the repair or maintenance of property belonging to **you** or for which **you** are responsible;
- any incidental work undertaken for **your** benefit by **your employees** or by any organisation or entity specified in the definition of **you**;
- any other activities or services **we** have specifically agreed in writing.

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

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

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

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

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

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

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

- the packaging and containers of any **product**;
- the design, formula or specification of any **product**;

- directions, markings, instructions, warnings or advice given or omitted to be given in connection with any **product**.

religious items means items unique to **your occupation** and/or used in the carrying out of **your occupation**, including but not limited to sacred ornaments, icons, candlesticks, vases, alms dishes, vessels, altar cloths, frontals, vestments, religious texts and prayer books.

replacement value means the replacement value of any item of property as new without any deduction for depreciation, age, wear or condition.

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

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

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

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

vehicle means any type of machine on wheels or on self laid tracks made or intended to be propelled other than by manual or animal power (other than mowers, garden implements, motorised wheelchairs and golf buggies) and any trailer intended to be drawn by such machine.

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

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

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

you, your, yours means:

- the persons, entities or organisations named as the insured in the **certificate of insurance**;
- all **your** subsidiary companies and any organisation or entity under **your** control and over which **you** exercise active management, both existing at the commencement date of the **period of insurance**;
- any new subsidiary company of **yours**, organisation or entity acquired by **you** during the **period of insurance** through consolidation, merger or purchase of its assets or in respect of which **you** assume effective control during the **period of insurance** provided:
 - i) such company, organisation or entity is carrying on substantially the same occupation as **yours**;
 - ii) such acquisition or assumption of control is reported to **us** within 90 days after it is effected; and
 - iii) **we** confirm continuation of cover for such new subsidiary company, organisation or entity by endorsement of this policy.

General exclusions applicable to all sections of the policy

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

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

1. War, confiscation

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

2. Nuclear

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

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

- b. nuclear weapons materials.

3. Terrorism

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

a.

This exclusion does not apply to **damage** to **insured property** covered by section 3 where the relevant act of terrorism does not in any way involve biological, chemical, radioactive or nuclear pollution or contamination or explosion.

4. Fraud and dishonesty

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

This exclusion does not apply to the cover provided to **you** by Part C of section 4 – Theft by **officials** if the relevant **theft** (as defined by Part C of section 4) did not occur

with **your** consent or through deliberate neglect on **your** part.

For the purposes of this exclusion **you, your, yours** includes **you, your, yours**, each as defined by section 7.

5. Avian influenza

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

6. Computer crime

computer crime.

7. Computer virus

computer virus.

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

1. Certain property

any **damage** to:

- a. locomotive or rolling stock, including their accessories and/or spare parts;
- b. **aircraft, watercraft** or **vehicles** including their accessories and/or spare parts;
- c. livestock, animals, birds or fish;
- d. land, growing crops, pastures or standing timber;
- e. **landscaping** except as provided by Extension 3 of section 1 – Landscaping and Extension 2 of section 3 – Landscaping;
- f. bridges, canals, roadways, tunnels, railway tracks, dams, reservoirs (other than tanks) and their contents;
- g. docks, wharves and piers, pontoons or boat ramps;
- h. mining property and equipment located beneath the surface of the ground;
- i. any property undergoing demolition;
- j. any property outside the **geographic limits**;

2. Electronic data

loss of or damage to **electronic data** or the cost of restoring records as a result of loss of or damage to **electronic data** except as provided by sections 1 and 6;

3. Consequential loss

any consequential loss or damage except as provided by sections 1, 2, 3 and 6;

4. Legal liability

your legal liability to any third party except as provided by section 7.

Exclusions applicable to sections 1, 3 and 9 only

In addition to the General exclusions, the following exclusions apply to sections 1, 3 and 9.

Sections 1, 3 and 9 do not cover any loss, damage, cost, expense or liability directly or indirectly caused by or contributed to by or resulting from or arising out of or in connection with:

1. **movement of structures, collapse, impact damage to services, tree roots**
 - a. erosion, subsidence, landslide or mudslide other than as a direct result of storm, explosion, earthquake or seismological disturbance or escaping liquid which occurs within 72 hours after the event;
 - b. vibration, heaving or creeping;
 - c. removal or weakening of support or foundations or footings for the purpose of alterations, additions, renovations or repair;
 - d. normal settling, seepage, shrinkage, expansion and gradually developing flaws in buildings, foundations, footings, walls, pavements, roads and other structural improvements;
 - e. collapse unless caused suddenly by an event otherwise covered;
 - f. impact by the weight of any **vehicle** to paths, driveways or underground services;
 - g. tree roots;
2. **incorrect building construction**
 - a. incorrect siting of **buildings** (as defined by section 1) or **residential buildings** (as defined by section 3);
 - b. demolition ordered by government or public authority including through failure to obtain necessary permits or non-compliance with the requirements of any statutory regulations;

3. the sea

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

4. faulty work, faulty design

- a. faulty materials or faulty workmanship;
- b. faulty design, failure of design or structural defect;
- c. rainwater entering **your buildings** (as defined by section 1) or **residential buildings** (as defined by section 3) as a result of faulty materials, faulty workmanship, faulty design, failure of design or structural defect;

5. tenants and other occupants

intentional or malicious damage or theft by **your** tenants or other occupants of **your buildings** (as defined by section 1) or **residential buildings** (as defined by section 3) other than damage caused by fire or explosion;

6. machinery, electronic equipment, boilers and pressure vessels

electrical or electronic breakdown, mechanical or hydraulic breakdown, or fusion of machines, except as:

- a. provided by Further extension 3 of section 1 – Fusion of electric motors and Further extension 2 of section 3 – Fusion of electric motors;
- b. explosion or implosion of boilers, compressors, air receivers and other pressure vessels requiring certification provided always that **we** will provide cover for damage to other **insured property** covered by sections 1 and 3 where such damage results from such explosion or implosion;

7. natural conditions and gradually operating causes

- a. inherent vice or latent defect;
- b. disease;
- c. scratching, denting, chipping, marring or fading;
- d. change in flavour, colour, texture or finish;
- e. evaporation or loss of weight;
- f. moths, termites, insects, rodents or vermin;
- g. birds or wildlife;

- h. corrosion, rust or oxidation;
 - i. mould, mildew, algae, steam or condensation, dampness of atmosphere, variation in temperature or variation in controlled atmosphere;
 - j. property undergoing cleaning, repair, restoration, application of heat, spontaneous combustion or spontaneous fermentation other than damage to surrounding **insured property** as a result of any such cleaning, repair, restoration, application of heat, spontaneous combustion or spontaneous fermentation;
 - k. any failure in normal upkeep or to make good;
 - l. wear and tear and other gradually operating causes except as provided by Further Extension 3 of section 1 – Fusion of electric motors and Further Extension 2 of section 3 – Fusion of electric motors;
8. **pollutants**, pollution, industrial fallout, or disease or contamination, other than where the contamination is caused by sudden and unexpected damage by fire, lightning, explosion, impact by **aircraft** or other aerial devices or articles dropped from them, riot, civil commotions, persons taking part in an industrial dispute, persons acting maliciously, earthquake, storm, the bursting, overflowing and discharging of water tanks, apparatus or pipes, sprinkler leakage or impact by any road **vehicle** or animal;
9. cessation of work, business or **your occupation** whether total or partial as a result of strikes, labour disturbances or locked out workers;
10. kidnapping, bomb threat, threat of contamination, hoax, extortion or any attempt thereat;
11. hydrostatic pressure to swimming pools or similar structures;
12. unexplained disappearance of **insured property** or unexplained inventory shortage whether resulting from clerical or accounting errors or shortages in supply or delivery of materials to **you** or otherwise.

Sections 1 and 3 also do not cover loss or **damage** to the following property caused by wind, water, hail, snow, sleet, storm, cyclone, tornado or **storm surge**:

- a. gates, fences, **landscaping**, retaining walls, signs, textile awnings, shade sails, shades or blinds;
- b. external paintwork or other exterior coatings of the **buildings** (as defined by section 1) or **residential buildings** (as defined by section 3);
- c. property in the open air unless it comprises or forms part of a permanent structure designed to function without the protection of walls or roofs;
- d. **buildings** (as defined by section 1) or **residential buildings** (as defined by section 3) undergoing construction or reconstruction or their contents unless the **buildings** (as defined by section 1) or **residential buildings** (as defined by section 3) are enclosed and under a roof with all doors and windows permanently in place.

Further exclusions apply to sections 1, 3 and 9 as shown in each of those sections.

General conditions applicable to all sections of the policy

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

Additional parties

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

Any:

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

- dishonest, fraudulent, criminal or malicious conduct by one party,

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

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

Adjustment of premium

Where cover under any section of this policy is arranged on an adjustable basis, **you** must keep accurate records and make declarations to **us** so that the necessary adjustment of premium may be applied, subject to **us** retaining **our** minimum premium.

Automatic reinstatement of limit of liability or sum insured

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

1. this General condition does not apply to the cover provided under:
 - section 7 for legal liability arising out of **your products**;
 - any other section of this policy where the limit of liability or sum insured is limited in the aggregate for all claims in any one **period of insurance**; and
2. **you** are required to maintain and safeguard the **location** and **site** (as defined by section 3) and their **contents** (as defined by section 1) and **residential contents** (as defined by section 3) at all times.

In consideration of this reinstatement, **you** must pay any additional premium **we** may require calculated on the amount of the cover

reinstated for the period from the date of reinstatement to the date of expiry of this policy.

Cancellation

You may cancel this policy at any time by notifying **us** in writing. **You** may be required to pay a cancellation fee if **you** cancel this policy mid-term.

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

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

In the event that **you** have made a claim under this policy and **we** have paid or agreed to pay the full limit of liability or sum insured under a section of the policy, no return of premium will be payable for any unused portion of the premium for that section.

Changes

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

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

Credit provider's rights

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

Excess

The **excess** payable by **you** in respect of each and every claim under each section of this policy is shown in the **certificate of insurance**.

Other than in respect of claims arising as a result of **damage** by earthquake when the **excess** is payable under both section 1 and section 3, if **you** suffer loss or damage which leads to a claim under more than one section of this policy, the highest applicable **excess** is payable. The limit of liability, sub-limit of liability

or sum insured in respect of a claim is reduced by the amount of the **excess**.

Goods and Services Tax

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

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

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

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

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

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

Headings

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

Jurisdiction

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

Limit of liability

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

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

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

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

Monthly instalments

You may pay **your** premium by monthly instalments direct from a financial institution or from **your** credit card. You should note that this may incur an additional cost. However, if any monthly instalment is dishonoured by **your** financial institution this policy may not operate. **We** may refuse to pay a claim in whole or in part if, at the date of a loss or claim, any monthly instalment has remained unpaid for at least 14 days, unless **we** have agreed otherwise in writing.

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

Should the financial institution holding **your** account return or dishonour a direct debit payment due to lack of funds in **your** account, **we** will charge **you** for any direct or indirect costs which **we** incur arising from the payment being returned or dishonoured.

Precautions by insured

You are required to:

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

Service of legal process

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

Third party interests

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

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

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

Unoccupied and/or unused premises

Cover under sections 1 to 6 inclusive will cease if the **location** or **site** (as defined by section 3) becomes unoccupied or unused for a period of more than 60 consecutive days. **You** must advise **us** if the **location** or **site** (as defined by section 3) becomes unoccupied or unused for a period of more than 60 consecutive days and, if **we** will continue to insure **you**, **we** will confirm to **you** in writing the terms, conditions and coverage available.

Waiver of rights

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

Claims conditions applicable to all sections of the policy

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

Your responsibility when making a claim

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

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

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

Letters of demand, other proceedings

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

You are required at **your** expense:

- a. to take all reasonable steps to minimise any personal injury, property damage or loss and to prevent further claims arising out of the same or similar conditions;
- b. to use **your** best endeavours to preserve any products, appliances, plant, documents or things which might prove necessary or useful by way of evidence in connection with any claim; and
- c. so far as may be reasonably practicable, with due regard to safety, to permit no alteration or repair to any building, fencing, machinery, furnishings, fittings, appliances or plant without **our** consent.

Settlement of claims

You must not make any admission of liability, offer or promise of payment or settle a claim without **our** prior written consent.

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

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

If **you** refuse to consent to any settlement recommended by **us** and elect to contest or continue any legal proceedings in connection therewith, **our** liability for the claim shall not exceed the amount for which the claim could have been settled, less the applicable **excess**,

plus costs and expenses incurred with **our** prior consent up to the date of such refusal.

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

Fraudulent claims

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

If a fraudulent claim is made, **we** will not pay it and **we** will take action to recover any moneys paid by **us** in respect of the claim. **We** may also cancel the policy.

Section 1 Property Insurance – Non-residential premises

Specific Definitions

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

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

- fixed heating, air-conditioning installations, light fittings and public address systems;
- textile awnings, shades, shade sails, blinds, signs;
- landlords' fixtures and fittings of every kind and description, including fixed carpets and fixed floor coverings;
- built-in altars, cupboards, pews, other furniture and pipe organs;
- bells, clocks, carillons;
- windows of plain, coloured, stained, painted or engraved **glass**.

contents means fixtures, furnishings, equipment, tenants' improvements and all other property of a portable nature at the **location** which belong to **you** or for which **you** are responsible and which are used in **your occupation** including **religious items**.

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

insured property means all **buildings, contents** and other property at the **location** or **locations** shown in the **certificate of insurance** but not **residential buildings** (as defined by section 3) and **residential contents** (as defined by section 3).

limit of liability means the amount shown in the **certificate of insurance** which is the maximum amount **we** will pay for any one claim under this section.

What is covered

We will cover **you** for accidental **damage** to **your insured property** at the **location** during the **period of insurance** caused by an event not otherwise excluded by this section. **We** will pay for such **damage** according to the basis of settlement commencing on page 22.

What **damage** is not covered:

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

1. any of the events listed under 'General exclusions applicable to all sections of the policy' shown on pages 13 to 14 and 'Exclusions applicable to sections 1, 3 and 9' shown on pages 15 to 16;
2. **your** failure to repair or prevent bursting, leaking, discharging or overflowing of fixed apparatus, fixed tanks or pipes used to hold or carry liquid within a reasonable amount of time of discovering such occurrence;

3. burglary or theft.

What property is not covered:

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

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

1. property which is insured under another section of this policy whether those sections are taken by **you** or not;
2. new **buildings**, additions or alterations to **buildings** where the value of all works will exceed 10% of the declared value for **buildings** at the **location** as shown in the *certificate of insurance* or \$500,000 whichever is the lesser;
3. **money** unless caused by fire, explosion, earthquake or water;
4. jewellery, furs, bullion, precious metals or precious stones valued at over \$2,500 in all;
5. curios, pictures, works of art, gold or silver articles, sacred vessels, icons or scrolls of law valued at over \$5,000 for any one item, pair, set or collection and for all such property not more than 20% of the declared values for **contents** at the **location** as shown in the *certificate of insurance*;
6. **glass**, sign-writing, ornamentation, reflective materials or burglar alarm tapes and connections to the **glass** but **we** will cover **you** for **damage** to such property caused by fire, explosion, earthquake or water;
7. property which is excluded from cover under 'General exclusions applicable to all sections of the policy' shown on pages 13 to 14 and 'Exclusions applicable to sections 1, 3 and 9' shown on pages 15 to 16.

How much we will pay

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

Excess

We will deduct the **excess** shown in the *certificate of insurance* and any amount shown within an Extension or Further Extension to this section for any claim under this section from the amount payable by **us** in respect of **your** claim.

Unless **you** and **we** agree otherwise, for claims under this section resulting from earthquake, subterranean fire or volcanic eruption, the **excess you** must pay is the lesser of \$20,000 or 1% of the total declared values shown in the *certificate of insurance* for the **insured property** at the **location** where the **damage** occurred. All **damage** to the **insured property** occurring within a period of 72 hours of the earthquake, subterranean fire or volcanic eruption is regarded as resulting from one event.

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

Basis of settlement – what we will pay

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

Rebuilding, replacement or repair

- the cost to rebuild, replace or repair any **damaged insured property** to the same

We will not pay:

- more than the **indemnity value** of any **insured property** which is not insured for

condition as when it was new.

- **You** can rebuild a **building** or replace the **damaged insured property** on another site and in a manner suitable to **you**.
- **You** must commence to rebuild, replace or repair within a reasonable time of the loss or **damage** after **we** give consent.

replacement value;

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

The value of each item will be regarded as spread proportionately over the whole of the value of the pair or set.

Extra costs of reinstatement

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

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

<p>Buildings of architectural or historic interest</p> <ul style="list-style-type: none"> the cost to rebuild, replace or repair any damaged buildings containing architectural features and/or structural materials possessing an ornamental, historical or other distinctive character in accordance with the original design and materials if the building is heritage listed. 	<ul style="list-style-type: none"> more than the cost necessary to rebuild, replace or repair any such heritage listed building to a reasonably equivalent appearance and capacity using original design and suitable modern equivalent materials if the original materials are not available.
<p>Collections, trophies, curios, works of art, pictures</p> <ul style="list-style-type: none"> where the insured property is a collection, trophy, curio, work of art or picture and: <ul style="list-style-type: none"> the damaged item is repairable, the cost of repair or restoration to a condition substantially the same as its condition prior to the occurrence of the damage; the insured property is physically lost or destroyed and can be replaced, the cost of replacement; the insured property is physically lost or destroyed and cannot be replaced, the higher of the market value immediately prior to the occurrence of the damage or the value as evidenced by a recent valuation. 	<ul style="list-style-type: none"> more than: <ul style="list-style-type: none"> the market value of such insured property immediately prior to the occurrence of the damage; or <ul style="list-style-type: none"> if you provide written evidence of a professional valuation not older than 3 years at the date of damage, the amount of that valuation; more than the limits expressed for such insured property under “What property is not covered” in this section or the amount shown in your certificate of insurance for such insured property.
<p>Extensions</p> <p>Following an event covered by this section, we will also pay for:</p>	<p>We will not pay:</p>
<p>1. Personal effects</p> <ul style="list-style-type: none"> damage to personal effects belonging to your office bearers, officials, employees, volunteers or congregation members but only if they are damaged whilst in the buildings at the location or whilst such office bearers, officials, employees, volunteers or congregation members are engaged in activities for your benefit. 	<ul style="list-style-type: none"> more than \$5,000 for the personal effects of one person and \$10,000 for the personal effects of all persons in any one period of insurance; for damage to such personal effects that is insured under another insurance policy except in excess of the sum insured under such policy for such damage.
<p>2. Fire extinguishment costs and sprinkler head replacement</p> <ul style="list-style-type: none"> the reasonable costs of fighting a fire at your location or a fire which threatens your insured property including the cost of replenishing your fire fighting appliances. 	<ul style="list-style-type: none"> more than \$25,000 for replenishment of your fire fighting appliances for any one event.

<ul style="list-style-type: none"> the cost to replace sprinkler heads activated following a loss covered by this section. 	
<p>3. Landscaping</p> <ul style="list-style-type: none"> damage to landscaping at the location as a direct result of damage to, or as a result of the process of repair or reinstatement of, other insured property. 	<ul style="list-style-type: none"> more than \$25,000 for any one event.
<p>4. Fees</p> <ul style="list-style-type: none"> the cost of architects, surveyors, consulting engineers, legal and other professionals' fees incurred in respect of re-building, repairing or replacing the damaged insured property. 	<ul style="list-style-type: none"> more than 10% of the total declared values for the insured property at the location or any higher percentage shown in the certificate of insurance for this extension for any one event; for costs, fees and salaries incurred by you in preparing a claim under this section.
<p>5. Removal of debris</p> <ul style="list-style-type: none"> the cost to remove, store and/or dispose of debris; the cost to demolish, dismantle, shore up, prop up, underpin or carry out other temporary repairs. 	<ul style="list-style-type: none"> more than 15% of the total declared values for the insured property at the location or \$250,000, whichever is the lesser, unless a different percentage or amount is shown in the certificate of insurance for this extension for any one event.
<p>6. Temporary protection</p> <ul style="list-style-type: none"> the cost of temporary protection of any damaged insured property pending repair or replacement. <p>This extension extends to the cost of making safe any headstones, monuments or memorials which are not your property but which have been rendered dangerous following damage caused by an event covered by this section.</p>	<ul style="list-style-type: none"> more than \$25,000 for any one event; for any costs expended without our prior agreement; for the cost of making safe any headstones, monuments or memorials which are not at your location.
<p>7. Service pipes, cables, sewers and drains</p> <ul style="list-style-type: none"> the cost of repair to service pipes, cables, sewers and drains including the cost to clear sudden blockages. 	<ul style="list-style-type: none"> more than \$25,000 for any one event; <p>for normal maintenance costs of service pipes cables, sewers and drains including the cost of clearing sewers of tree root infestation.</p>
<p>8. Metered water</p> <ul style="list-style-type: none"> the additional cost of metered water charges consumed at the time of an event covered under this section. 	<ul style="list-style-type: none"> for any claim under this extension if you also claim and are covered under section 2 for such additional costs of metered water charges; more than \$2,000 for any one event.

9. Locating the source of a leak

- the reasonable costs necessarily incurred by **you** with **our** prior consent in locating the source of a leakage of liquid which has caused or is likely to cause **damage to insured property** at **your location** and the cost of reinstating the **insured property** disturbed or **damaged** in the course of locating such source.
- for the repair or replacement of water mains, water pipes, gutters, fixed water tanks, aquariums or fixed domestic apparatus;
- for **damage to insured property** resulting from the breakdown of grouting or sealer over a prolonged period of time allowing for seeping under tiles which results in the lifting of tiles;
- for **damage to insured property** caused over a prolonged period of time;
- more than \$25,000 for any one event.

Further Extensions

Under this section, we will also pay for:

We will not pay:

1. Contents temporarily removed

- accidental **damage to contents** (including any items specified in the **certificate of insurance**) whilst temporarily removed from **your location** and situated in another location within the **geographic limits**, including in any building in which **you, your** office bearers, **officials, employees** or responsible parishioners permanently reside.
- for **damage to such contents**:
 - which occurs whilst they are not contained within a fully enclosed building;
 - which occurs whilst they are in transit;
 - which have been removed from the **location** for more than 30 consecutive days at the time they are **damaged**;
- more than 20% of the declared value of the **contents** at the **location** shown in the **certificate of insurance** for any one event.

2. Furniture and equipment in transit

- **damage** to furniture or equipment:
 - whilst in transit in or on a **vehicle** owned or operated by **you** or by any person authorised by **you** between premises within the **geographic limits** utilised by **you** for the purposes of **your occupation** caused by fire, lightning, explosion, earthquake, impact, riots, strikes, malicious damage, storm and/or tempest or accident to, collision or overturning of the **vehicle**;
 - during loading and unloading to or from such **vehicle**.
- for **damage** to any other items of **contents** including without limitation any items for which transit cover is available under any other Further extension to this section, computers, jewellery, valuables, electronic equipment or **money**;
- for loss or **damage** to such furniture or equipment caused by:
 - **flood**
 - delay;
 - mechanical or electrical derangement unless directly as a result of a specified peril;
 - reduction in value because of repair to **insured property**;
- the cost of removal of **debris** or the cost of cleaning up;
- more than \$25,000 for any one event.

<p>3. Fusion of electric motors</p> <ul style="list-style-type: none"> the cost of repairing or replacing any burnt out motor following electrical current damage. <p>If the motor is more than 3 years old, we will deduct 15% for each year of age up to a maximum of 80%. Depreciation will not be applied to labour costs.</p>	<ul style="list-style-type: none"> for damage to motors for which you are covered under section 6; for damage to rectifiers, radio, television, microwave ovens, computers, amplifying or electronic equipment of any description; for damage to motors for which any manufacturer is liable under the provisions of any guarantee or supply warranty or agreement; for damage to lighting or heating elements, fuses or protective devices, gas or seals, or electrical contacts at which sparking or arcing occurs in ordinary working; for damage to motors of more than 7 kW; for loss of use, depreciation, wear and tear of the motors except for wear and tear of insulation which has resulted in the fusion of the electric motor; for retrieval, extracting and reinstating of below ground equipment; more than \$10,000 for any one event.
<p>4. Frozen or refrigerated food</p> <ul style="list-style-type: none"> following an event covered by Further extension 3: <ul style="list-style-type: none"> the cost to replace your frozen or refrigerated food spoiled as a direct result of the fusion of the motor; the cost of hiring alternative freezer or refrigeration space pending necessary repairs. <p>You must have receipts or other valid evidence of the purchase and cost of the spoiled food.</p>	<ul style="list-style-type: none"> more than \$2,000 for any one event; for frozen or refrigerated food that is beyond its use by date.
<p>5. Religious items outside your location</p> <ul style="list-style-type: none"> accidental damage to religious items caused by an event not otherwise excluded by this section whilst such items are anywhere within the geographic limits. 	<ul style="list-style-type: none"> more than \$10,000 for any one event.
<p>6. Musical instruments and other portable audio, video or sound equipment outside your location</p> <ul style="list-style-type: none"> accidental damage to musical instruments and other portable audio, video or sound equipment which occurs anywhere within the geographic limits, including whilst in transit, caused by an event not otherwise excluded by this section whether or not such items belong 	<ul style="list-style-type: none"> more than \$5,000 for any one such item and not more than \$15,000 in respect of all such items in any one period of insurance.

<p>to you but only if they were in the care of you or any person authorised by you in connection with your occupation at the time of such damage.</p>	
<p>7. Raffle prizes and donated goods</p> <ul style="list-style-type: none"> accidental damage caused by an event not otherwise excluded by this section to raffle prizes and donated goods to be used for fund raising events whilst in your custody or the custody of any person authorised by you and which occurs away from your location but within the geographic limits. 	<ul style="list-style-type: none"> more than \$2,000 or the value of such raffle prizes and donated goods taken up into your books of account as fair value, whichever is the lesser, for any one event.
<p>8. Exhibitions, festivals and events</p> <ul style="list-style-type: none"> accidental damage caused by an event not otherwise excluded by this section to: <ul style="list-style-type: none"> marquees, tents, stalls and similar equipment for which you have accepted responsibility which occurs whilst they are being used in connection with any exhibition, festival or event; other items not belonging to you but for which you are responsible whilst they are being used in connection with or while on display at exhibitions, festivals or events: <ul style="list-style-type: none"> at your location or elsewhere within the geographic limits; and whilst in transit to or from the location or the situation of such exhibition, festival or event. <p>For this extension to apply, there must be at least two responsible officials in attendance at all times while the exhibition, festival or event is open to the public and the buildings where the exhibition, festival or event is held must be locked at all times when unattended.</p> 	<ul style="list-style-type: none"> for damage to property that is insured under another insurance policy except in excess of the sum insured under such policy for such damage; more than \$10,000 for any one event; for the first \$1,000 of each and every claim in respect of damage to any hired property.
<p>9. Bequeathed property</p> <ul style="list-style-type: none"> accidental damage caused by an event not otherwise excluded by this section to tangible property bequeathed to you whilst anywhere in the geographic limits. <p>Cover under this extension applies from the time your interest in such tangible property commences.</p> <p>Cover under this extension will cease upon legal title in such tangible property passing to you unless, within 60 days of that occurring, you advise us and pay any additional premium we may require for the continuance</p>	<ul style="list-style-type: none"> more than \$5,000 for any one item of such tangible property and \$20,000 for all such items in any one period of insurance; for damage to any such tangible property for which you are covered under another section of this policy or would have been covered if that section had been taken out by you.

of cover under this extension.	
<p>10. Rewriting or reconstruction of records</p> <ul style="list-style-type: none"> the reasonable costs necessarily incurred in rewriting or restoring records as a result of loss or damage not otherwise excluded by this section to such records, including the loss of electronic data following damage to the data media on which such electronic data is contained. 	<ul style="list-style-type: none"> more than \$10,000 for any one event; more than the replacement value of non-proprietary documents and records which are able to be purchased on the market; more than the cost of the record media as blank material when reinstatement is not commenced within a reasonable time of us granting our consent; for the value to you of the information on the lost or damaged records.
<p>11. Works of art, pictures, curios and antiques</p> <ul style="list-style-type: none"> accidental damage caused by an event not otherwise excluded by this section to works of art, pictures, curios and antiques whilst at any location within the geographic limits. 	<ul style="list-style-type: none"> more than \$5,000 for any one such item, pair, set or collection; more for all such items, pairs, sets or collections than 20% of the declared values for contents at the location for any one event.

Section 2 Interruption Insurance

Specific Definitions

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

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

indemnity period means the period commencing from the date of the **damage** to the **insured property** and will continue until there is no longer interruption to or interference with the carrying out of **your occupation** but will be no longer than the **indemnity period** shown in the **certificate of insurance**.

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

limit of liability means the amount shown in the **certificate of Insurance** which is the maximum amount **we** will pay for any claim under this section.

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

What is covered

We will cover **you** in accordance with the basis of settlement shown below for loss of **income** during the **indemnity period** resulting from interruption to or interference with the carrying out of **your occupation** caused by **damage** to the **insured property** during the **period of insurance** for which a claim has been admitted under section 1, Part A or Part B of section 4 or section 9 of this policy.

What loss of **income** is not covered

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

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

'General exclusions applicable to all sections of the policy' shown on pages 13 to 14 and 'Exclusions applicable to sections 1, 3 and 9' shown on pages 15 to 16.

How much we will pay

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

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

Basis of settlement – what we will pay

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

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

plus

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

less

- any sum saved during the **indemnity period** in respect of charges and expenses payable out of **income** as may cease or be reduced because of the interruption or interference arising from the **damage**;

less

- any sum received or receivable in respect of services rendered elsewhere than at the **location** either by **you** or by others on **your** behalf for **your** benefit in the carrying out of **your occupation**.

We will not pay:

- for any claim under this section after:
 - **you** have been bankrupted, dissolved or wound up or have ceased to operate;
 - a liquidator, receiver, administrator or trustee in bankruptcy has been appointed to **you**.

Extensions

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

1. Property in the vicinity

- **damage** to property within 500 metres of **your location** which prevents or hinders access to the **location** or restricts **your** ability to carry out **your occupation**.

2. Service suppliers

- **damage** to land-based public or private facilities within 5 kilometres of **your location** which belong to or are under the control of suppliers of communication, electricity, gas, water or sewerage services.

We will not pay:

- more than \$100,000 or 20% of the **limit of liability** under this section, whichever is the lesser, for any one event;
- for loss of **income** within the first 48 hours following **damage**;
- for any loss of **income** if:
 - the **damage** to such fixed property was caused by an event which is excluded from cover under section 1;
 - such fixed property is a kind of property that

<p>3. Suppliers to you</p> <ul style="list-style-type: none"> • damage to fixed property situated within the geographical limits of a supplier or distributor of your products which results in their inability to supply or distribute your products. 	<p>is excluded from cover under section 1.</p>
<p>4. Access prevention</p> <ul style="list-style-type: none"> • your location being rendered inaccessible to the public due to an order made during the period of insurance by a government authority or official acting with legislative authority ('access prevention order') following: <ul style="list-style-type: none"> • health, safety or infectious disease concerns (but not arising as a result of any highly pathogenic avian influenza in humans or diseases declared to be quarantinable diseases under the <i>Quarantine Act (1908)</i> and any subsequent amendments); • murder or suicide; • foreign or injurious matter in food or drink provided from or on your location. 	<ul style="list-style-type: none"> • for loss of income within the first 48 hours following the issue of such access prevention order.

<p>Optional extensions</p> <p>(applicable to this section following a claim being admitted under this section but only if the certificate of insurance shows you have selected these Optional extensions)</p>	<p>We will not pay:</p>
<p>1. Additional increase in cost of working</p> <ul style="list-style-type: none"> • for additional increase in the cost of working (not otherwise recoverable under this section or from any other source) necessarily and reasonably incurred by you during the indemnity period for the purpose of avoiding or diminishing a reduction in income and/or resuming your normal occupation. 	<ul style="list-style-type: none"> • more than the amount shown in the certificate of insurance for this Optional extension for any one event.
<p>2. Accountants and other professional costs</p> <ul style="list-style-type: none"> • for professional fees and other reasonable expenses necessarily incurred by you for preparation of claims under this section. 	<ul style="list-style-type: none"> • more than the amount shown in the certificate of insurance for this Optional extension for any one event.
<p>3. Book Debts</p> <ul style="list-style-type: none"> • if, following damage to your accounts receivable records or other books of account or other records at the location by an event covered under section 1, you are unable to collect outstanding debit balances owed to you: <ul style="list-style-type: none"> • for the difference between such balances and the total of the amounts received or 	<ul style="list-style-type: none"> • more than the amount shown in the certificate of insurance for this Optional extension for any one event; • for any loss arising from misfiling, erasure, distortion or deliberate falsification of records; • for any amount representing bad debts or provisioning for bad debts.

traced by **you** in respect of such balances;

- for the additional expenditure incurred by **you** with **our** prior consent in tracing and establishing debit balances owed to **you** after the **damage**;
- for the reasonable professional accounting fees necessarily incurred by **you** in providing any evidence required by **us** in support of a claim under this Optional extension.

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

Section 3 Property Insurance – Residential premises

Specific Definitions

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

debris means the remains of **damaged insured property** at or in the vicinity of the **site**.

limit of liability means the amount shown in the **certificate of insurance** which is the maximum amount **we** will pay for any one claim under this section.

residential building means the building on the **site** used principally and primarily as a place of residence:

- a. owned or leased by you; and
- b. which is provided by **you** to:
 - i) any person who is engaged in the conduct of **your occupation** for the sole purpose of personal living accommodation; or
 - ii) any visitor from an entity or organisation related to or associated with **you** for temporary accommodation; or
 - iii) any other person pursuant to a tenancy agreement for the sole purpose of personal living accommodation.

residential building includes but is not limited to:

- outbuildings, fixtures and structural improvements including in-ground swimming pools, in-ground spas, jetties and pontoons used for domestic purposes;
- fixed light fittings, fixed wall coverings, fixed ceiling coverings and fixed floor coverings including permanently laid carpets, built-in furniture and other landlords' fixtures and fittings of every kind and description;
- services (whether underground or not) that are **your** property or which **you** are responsible to repair or replace or to pay for the cost of their repair or replacement;

residential building does not include:

- curtains or internal blinds, portable carpets;
- earth or gravel pathways or driveways or other unpaved surfaces;
- a mobile home or caravan (whether fixed to the **site** or not);
- a hotel, motel, nursing room, boarding house or other income generating transient residential accommodation;
- a dwelling under construction;
- any items which fall within the definition of **residential contents**;

<ul style="list-style-type: none"> • paved pathways, paved driveways, retaining walls, fences and gates entirely or partly on the site; • landscaping; • anything permanently built or permanently installed on the building for domestic purposes; • an area within its confines used as a part time office by the authorised occupant. 	<ul style="list-style-type: none"> • a residence used for business or trade purposes and no longer used as a domestic residence.
<p>residential contents means:</p> <ul style="list-style-type: none"> • household goods including curtains, internal blinds, portable carpets belonging to you or for which you are responsible; • articles of special value which you have listed on the certificate of insurance under special items of contents; • landlords' fixtures and fittings installed by you; • property belonging to you used in a part time office at the residential building, <p>and which are not in the open air or which are within fully enclosed structures at the site.</p>	<p>residential contents does not include:</p> <ul style="list-style-type: none"> • fish, birds or animals of any description; • landscaping (other than potted plants kept in the residential building) • any caravan or trailer; • vehicles, aircraft, watercraft or their parts or accessories; • any property illegally in your possession or the possession of the occupant or tenant of the residential building; • any item which falls within the definition of residential building; • money of any description including credit or debit cards; • any cash takings in relation to the activities of your occupation; • any property the occupant or tenant of the residential building owns or is responsible for under the terms of their occupancy or tenancy and including their own clothing, personal effects and other belongings.
<p>site means the location or locations shown in the certificate of insurance where the residential building is located.</p>	<p>site does not include any part of such location which is dedicated to any commercial business or public activity.</p>

What is covered

We cover **you** for accidental **damage** to **your residential building** or **residential contents** at the **site** during the **period of insurance** caused by an event not otherwise excluded by this section including loss or **damage** caused by burglary, theft or any attempted theft and breakage of **glass**. **We** will pay for such **damage** according to the basis of settlement commencing on page 37.

What damage is not covered

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

1. any of the events listed under 'General exclusions applicable to all sections of the policy' shown on pages 13 to 14 and the 'Exclusions to Sections 1, 3 and 9' shown on pages 15 to 16;
2. **your** failure to repair or prevent bursting, leaking, discharging or overflowing of fixed apparatus, fixed tanks or pipes used to hold or carry liquid within a reasonable amount of time of discovering such event;
3. theft or attempted theft by persons who live in the **residential building** or who have entered the **residential building** with **your** consent or the consent of the person who occupies the **residential building**.

What property is not covered

(unless shown in the **certificate of insurance** as **insured property** covered under section 3)

This section does not cover:

1. property which is insured under another section of this policy whether those sections are taken by **you** or not;
2. **personal effects** of visitors except to the extent provided for under the extensions to this section;
3. additions or alterations to **residential buildings** where the value of all works will exceed the lesser of 10% of the declared values of the **residential buildings** at the **site** as shown in the **certificate of insurance** or \$250,000;
4. jewellery, furs, bullion, precious metals or precious stones;
5. curios, pictures, works of art, gold or silver articles, sacred vessels, icons or scrolls of law valued at over \$5,000 for any one item, pair, set or collection and for all such property not more than 20% of the declared values for **residential contents** at the **site** as shown in the **certificate of insurance**;
6. property which is excluded from cover under 'General exclusions applicable to all sections of the policy' shown on pages 13 to 14 and 'Exclusions applicable to sections 1, 3 and 9' shown on pages 15 to 16;

How much we will pay

We will not pay more for any one claim under this section than the **limit of liability**. In respect of cover for any claim provided by an Extension or Further extension in this section, **we** will not pay more than the amount stated in that Extension or Further Extension or such other amount shown in the **certificate of insurance**.

Excess

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

Unless **you** and **we** agree otherwise, for claims under this section resulting from earthquake, subterranean fire or volcanic eruption, the **excess you** must pay is the greater of \$300 or the amount shown in the **certificate of insurance** for such claims. All **damage** to the **insured property** occurring within a period of 72 hours of the earthquake, subterranean fire or volcanic eruption is regarded as resulting from one event.

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

Basis of settlement – what we will pay

Following an event covered by this section, we will pay for:	We will not pay:
<p>Rebuilding, replacement or repair</p> <ul style="list-style-type: none"> the cost to rebuild, replace or repair the damaged residential building to the same condition as when it was new. <ul style="list-style-type: none"> You can rebuild a residential building on another site and in a manner suitable to you. You must commence to rebuild, replace or repair within six months of the damage after we give consent. We may, at our option, cash settle a claim if you choose not to rebuild or repair the residential building and we will then pay the replacement cost less an amount for depreciation. the cost to replace or repair lost or damaged residential contents to the same condition as when they were new. 	<ul style="list-style-type: none"> for any additional costs in rebuilding at another site or in different materials or size; if you unreasonably delay in commencing and completing rebuilding, replacing or repairing the damaged insured property, more than the cost that would have been incurred if you had not caused such delay; for part or parts of the insured property that have not sustained damage.
<p>Extra costs of reinstatement</p> <ul style="list-style-type: none"> extra costs of reinstatement to comply with the requirements of any Act of Parliament or regulation or by-law of any municipal or other statutory authority (including any required demolition or dismantling of the insured property and costs attaching to undamaged insured property where more than 50% of the insured property has been damaged). 	<ul style="list-style-type: none"> any extra costs of reinstatement: <ul style="list-style-type: none"> for any insured property that is not insured for replacement value; for any insured property that does not constitute a residential building; if you were required to and did not comply with any Act, regulation or by-law of any municipal or other statutory authority (including demolition or dismantling of property) prior to the damage to the insured property occurring; any costs attaching to undamaged insured property where the damage is less than 50% of the value of the whole insured property; more than 15% of the declared value of residential buildings at the site where the damage occurs for any one event.
<p>Buildings of architectural or historic interest</p>	<ul style="list-style-type: none"> more than the cost necessary to rebuild,

<ul style="list-style-type: none"> the cost to rebuild, replace or repair any damaged residential buildings containing architectural features and/or structural materials possessing an ornamental, historical or other distinctive character in accordance with the original design and materials if the residential building is heritage listed. 	<p>replace or repair any such heritage listed residential building to a reasonably equivalent appearance and capacity using original design and suitable modern equivalent materials where original materials are not available.</p>
<p>Floor coverings, curtains, internal blinds</p> <ul style="list-style-type: none"> the replacement of damaged floor coverings, curtains and internal blinds within the room, hall or passage where the damage to the insured property occurred. 	<ul style="list-style-type: none"> for floor coverings, curtains and external blinds outside the room, hall or passage where the damage to the insured property has occurred. <p>However, we will pay no more than \$1,000 towards the cost of matching or complementing the new materials to undamaged insured property for any one event.</p>
<p>Collections, trophies, curios, works of art or pictures</p> <ul style="list-style-type: none"> where the insured property is a collection, trophy, curio, work of art or picture and: <ul style="list-style-type: none"> the damaged item is repairable, the cost of repair or restoration to a condition substantially the same as its condition prior to the occurrence of the damage; the insured property is physically lost or destroyed and can be replaced, the cost of replacement; the insured property is physically lost or destroyed and cannot be replaced, the higher of the market value immediately prior to the occurrence of the damage or the value as evidenced by a recent valuation. 	<ul style="list-style-type: none"> more than: <ul style="list-style-type: none"> the market value of such insured property immediately prior to the occurrence of the damage; or if you can provide written evidence of a professional valuation not older than 3 years at the date of damage, the amount of that valuation, more than the limits expressed for such insured property under “What property is not covered” in this section or the amount shown in your certificate of insurance for such insured property for any one event.

<p>Extensions</p> <p>Following an event covered by this section, we will also pay for:</p>	<p>We will not pay:</p>
<p>1. Fire extinguishment costs</p> <ul style="list-style-type: none"> the reasonable costs of fighting a fire at your site or fire which threatens your residential building or residential contents including the cost of replenishing your fire fighting appliances. 	<ul style="list-style-type: none"> more than \$5,000 for replenishment of your fire fighting appliances for any one event.
<p>2. Landscaping</p> <ul style="list-style-type: none"> damage to landscaping at the site. 	<ul style="list-style-type: none"> more than \$200 for any one tree, shrub or plant or potted plant and no more than \$5,000 in total for all such items in any one period of insurance.

<p>3. Fees</p> <ul style="list-style-type: none"> the cost of architects, surveyors, consulting engineers, legal and other professionals' fees incurred in respect of re-building, repairing or replacing the damaged residential building. 	<ul style="list-style-type: none"> more than 10% of the declared value of the residential building or any higher percentage shown in the certificate of insurance for this extension for any one event; for costs, fees and salaries incurred by you for preparing a claim under this section.
<p>4. Removal of debris</p> <ul style="list-style-type: none"> the cost to remove, store and/or dispose of debris; the cost to demolish, dismantle, shore up, prop up, underpin or carry out other temporary repairs. 	<ul style="list-style-type: none"> more than 10% of the declared value of the residential building at the site or any higher percentage as shown in the certificate of insurance for this extension for any one event.
<p>5. Temporary protection</p> <ul style="list-style-type: none"> the cost of temporary protection of any damaged insured property pending repair or replacement. 	<ul style="list-style-type: none"> more than \$2,000 for any one event.
<p>6. Temporary accommodation costs</p> <ul style="list-style-type: none"> temporary accommodation costs incurred by you to maintain the existing accommodation arrangements when the residential building is damaged rendering it uninhabitable. 	<ul style="list-style-type: none"> more for such temporary accommodation costs than 15% of the declared value of the residential building at the site as shown in the certificate of insurance for any one event; for temporary accommodation costs incurred for any longer than the reasonable time required to carry out repairs or re-build the residential building; for any costs associated with an increased standard of accommodation compared to your residential building.
<p>7. Replacement locks and keys</p> <ul style="list-style-type: none"> the cost of replacement of locks and keys if they are damaged or stolen. 	<ul style="list-style-type: none"> more than \$1,000 for any one event.
<p>8. Visitors' personal effects</p> <ul style="list-style-type: none"> accidental damage to personal effects belonging to visitors who are temporarily residing in the residential building while involved in the conduct of your occupation. 	<ul style="list-style-type: none"> more than \$5,000 for the personal effects of any one visitor and \$10,000 for the personal effects of all visitors in any one period of insurance; for damage to personal effects of any visitors who have been living in the residential building for longer than 60 days at the time of damage; for damage to visitors' personal effects that are insured under another insurance policy except in excess of the sum insured under such policy for such damage.

9. Mortgage discharge costs

- the legal costs incurred by **you** in discharging **your** mortgage following payment of a total loss in respect of the **residential building**.
- more than \$1,000 for any one event.

Further extensions

Under this section, we will also pay for:

1. Residential contents temporarily removed

- accidental **damage** to **your residential contents** temporarily removed from **your site** and situated in another location within the **geographic limits**.

We will not pay:

- for **damage** to such **residential contents** which occurs whilst they are:
 - not contained within a fully enclosed building;
 - in a **vehicle**;
 - in transit;
 - in a furniture storehouse;
- more than 20% of the declared value of the **residential contents** at the **site** as shown in the **certificate of insurance** for any one event;
- for **damage** to **residential contents** which have been removed from the **site** for more than 30 consecutive days at the time they are **damaged**.

2. Fusion of electric motors

- the cost of repairing or replacing any burnt out domestic electric motor following electrical current damage.

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

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

<p>3. Frozen or refrigerated food</p> <ul style="list-style-type: none"> • following an event covered by Further extension 2: <ul style="list-style-type: none"> • the cost to replace your frozen or refrigerated food spoiled as a direct result of the fusion of the domestic electric motor; • the cost of hiring alternative freezer or refrigeration space pending necessary repairs. <p>You must have receipts or other valid evidence of the purchase and cost of the spoiled food.</p>	<ul style="list-style-type: none"> • more than \$2,000 for any one event; • for frozen and refrigerated food that is beyond its use by date.
<p>4. Residential contents in the open air</p> <ul style="list-style-type: none"> • accidental damage caused by storm to residential contents which are in the open air or not within fully enclosed structures at the site. 	<ul style="list-style-type: none"> • more than \$5,000 for any one event.
<p>5. Locating the source of a leak</p> <ul style="list-style-type: none"> • the reasonable costs necessarily incurred by you with our prior consent in locating the source of a leakage of liquid which has caused or is likely to cause damage to your residential building or residential contents at your site and the cost of reinstating your residential building or residential contents distributed or damaged in the course of locating such source. 	<ul style="list-style-type: none"> • more than \$2,000 for any one event; • for the repair or replacement of water mains, water pipes, gutters, fixed water tanks, aquariums or fixed domestic apparatus including water beds; • for damage to insured property resulting from the breakdown of grouting or sealer over a prolonged period of time allowing for seeping under tiles which results in the lifting of tiles; • for damage to insured property caused over a prolonged period of time.

Section 4 Crime Cover

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

Part A – Loss of Money

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

Part C – Theft by officials

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

Specific Definitions

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

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

insured property means, for the purposes of:

- Part B of this section, **insured property** as defined by section 1;
- Part C of this section, **insured property** as defined by section 1 and **residential building** and **residential contents** both as defined by section 3.

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

Part A – Loss of Money

What is covered

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

- in transit to or from **your location** and is in **your** custody or the custody of an **official**;
- in a night safe or any deposit container of **your** bank or financial institution;
- in a securely locked **safe** (in which case **we** will also cover you for the **damage** to the **safe**);
- in **your buildings** (as defined by section 1) or in the **residential building** (as defined and covered under section 3) outside **your opening hours**;
- within the private residence of an **official** authorised to take the **money** to their residence until the end of the next bank business day.

What is not covered

In addition to the 'General exclusions applicable to all sections of the policy' shown on pages 13 to 14, **we** will not cover **you** under Part A of this section for:

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

damage occurring;

- due to accounting error or handling error or errors in receiving or paying out **money**;
- due to forged or dishonoured cheques;
- while in the custody of **carriers**;
- caused by fraud or dishonesty by **you**, **your** office bearers, **officials**, **employees** or **volunteers**;
- loss or **damage** to **money** for which **you** are covered by section 1.

Basis of settlement – what we will pay

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

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

We will not pay:

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

Excess

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

Extensions

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

Under Part A, we will also:

- increase the **sum insured** in respect of Part A for loss of **money** which occurs during religious or festive seasons or fundraising events by 25% for **money** in transit and by 50% for **money** in **your building**.

This increased cover will apply for 7 days prior to, during and for 7 days after the event.

- following loss or **damage** covered by this section, pay for the cost of replacement of locks, keys and combinations to a **safe**.

We will not pay:

- more than 25% in addition to the **sum insured** in respect of Part A;
- more than \$750 for loss of **money** while the **money** is in **your buildings** (as defined by section 1) outside **opening hours**.
- more than \$2,500 for any one event.

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

What is covered

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

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

What loss or *damage* is not covered

In addition to the 'General exclusions applicable to all sections of the policy' shown on pages 13 to 14, **we** will not cover **you** under Part B of this section for loss or **damage**:

1. caused by theft or attempted theft committed by:
 - **you**;
 - any persons while lawfully at the **location**;
 - any of your office bearers, **officials, employees** or **volunteers**;
2. to **insured property** required to be kept in a **safe** or security enclosure opened with a key or combination left unguarded on the **location**;
3. to **insured property** from an unlocked and unattended **vehicle**;
4. which occurs when the **location** has been unoccupied or unused for a continuous period of more than 60 days unless **we** have consented to this.

What property is not covered

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

We do not cover property which is:

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

section 3);

10. excluded from cover under 'General exclusions applicable to all sections of the policy' shown on pages 13 to 14.

Basis of settlement – what we will pay

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

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

We will not pay:

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

The value of each item will be regarded as spread proportionately over the whole of the pair or set.

Excess

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

Extensions

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

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

- for loss of or **damage** to **personal effects** of **your** officer bearers, **employees** and congregation members but only while the **personal effects** are in the **buildings** (as defined by section 1) at **your location**.

We will not pay:

- more than \$1,000 for jewellery items and \$5,000 for the other **personal effects** of any one person;
- more than \$20,000 for the **personal effects** of all persons in any one **period of insurance**;
- for loss of or **damage** to such **personal effects** that is insured under another insurance policy in excess of the sum insured under such policy for such loss or **damage**.

- to replace keys, locks, combinations and/or the

- more than \$2,500 for any one event.

<p>cost of opening a safe where the keys and/or combinations have been stolen.</p>	
<ul style="list-style-type: none"> the cost of temporary protection of insured property. 	<ul style="list-style-type: none"> more than \$10,000 for any one event.
<h3>Further Extensions</h3> <p>Under Part B, we will also pay for:</p>	<h3>We will not pay:</h3>
<p>1. Insured property temporarily removed</p> <ul style="list-style-type: none"> loss of or damage to insured property (other than money) temporarily removed from the location and situated in another location within the geographic limits. 	<ul style="list-style-type: none"> more than 20% of the sum insured in respect of Part B; for loss or damage to such insured property: <ul style="list-style-type: none"> not contained within a fully enclosed building; in a vehicle; whilst in transit; which have been removed from the location for more than 30 consecutive days at the time of the loss or damage.
<p>2. Furniture and equipment in transit</p> <ul style="list-style-type: none"> loss of or damage to your furniture and equipment as a result of theft whilst in transit between premises utilised by you for your occupation within the geographic limits in or on a vehicle owned or operated by you or by any personal authorised by you. 	<ul style="list-style-type: none"> for loss of or damage to any other items of contents (as defined by section 1) including without limitation any musical instruments, computers, jewellery, valuables, electronic equipment, money and religious items; more than 20% of the sum insured shown in the certificate of insurance for any one event.
<p>3. Musical instruments and other portable audio, video or sound equipment</p> <ul style="list-style-type: none"> loss of or damage to musical instruments and other portable audio, video or sound equipment which occurs anywhere within the geographic limits, including whilst in transit, as a result of theft whether or not such items belong to you but only if they were in the care of you or any person authorised by you, in connection with your occupation at the time of such loss or damage. 	<ul style="list-style-type: none"> for loss or damage caused by theft from an unlocked vehicle; more than \$5,000 for any one such item and not more than \$15,000 in respect of all such items in any one period of insurance.

Part C – Theft by officials

Specific Definition

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

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

What is covered

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

- not later than 12 months after the termination of employment of the **official**; or
- not later than 12 months after termination of the **period of insurance**,

whichever occurs first.

What is not covered

In addition to the 'General exclusions applicable to all sections of the policy' shown on pages 13 to 14, **we** will not cover **you** under Part C of this section for:

- loss which has not been reported by **you** to the police or other appropriate authorities;
- loss of interest, loss of profit or consequential loss of any kind;
- loss arising from any act of an **official** after the discovery of a prior act of **theft** committed by the same **official**;
- loss caused by an act of an **official** committed before the commencement of this policy;
- loss discovered more than 12 months after termination of the employment of the **official** or 12 months after termination of the **period of insurance**;
- any claim made by **you** or any person acting on **your** behalf where the **theft** by **your official** has taken place with **your** collaboration;
- fines, penalties or damages including aggravated or exemplary damages;
- costs incurred by **you** in any legal proceedings;
- loss arising directly or indirectly from trading in securities or derivatives whether or not in **your** name and whether or not in a genuine or fictitious account;
- loss or part of a loss the proof of which depends upon shortage revealed by an inconsistency in accounting records, inventory computation or enumeration, comparison of inventory records with an actual count, or a profit and loss computation;
- loss caused by a mechanical failure and/or programming error;
- the cost of reproducing any information contained in any lost or destroyed manuscripts, records, accounts, microfilms, tapes or other records;
- loss arising out of a breach of duty owed by **you** in a professional capacity;
- loss of **money** while in the custody or

possession of a **carrier**,

- any loss or **damage** for which **you** are covered under Part B of this section.

Excess

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

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

Basis of settlement – what we will pay

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

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

We will not pay:

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

Extensions

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

1. Claims preparation costs

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

We will not pay:

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

2. Unidentified **official**

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

- if **you** are not able to prove to **us** to **our** reasonable satisfaction that the loss was due to **theft** by an **official**.

Specific conditions applicable to Part C only

In addition to the 'General conditions applicable to all sections of the policy' shown on pages 16 to 19 and the 'Claims conditions applicable to all sections of the policy' shown on pages 19 to 20, the following specific conditions apply to this Part C.

1. Recoveries

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

- if **your** claim has exceeded the **sum insured** under Part C, first to **your** benefit to reduce or

extinguish the amount of **your** loss (but not the **excess**);

- to **our** benefit after that to the extent of the claim paid or payable by **us**;
- and to **you** for any remainder.

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

2. Deduction from loss

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

3. Due diligence

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

4. Notice of loss

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

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

5. Loss prevention

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

Specific conditions applicable to Parts A, B and C

In addition to the 'General conditions applicable to all sections of the policy' shown on pages 16 to 19, the 'Claims conditions applicable to all sections of the policy' shown on pages 19 to 20 and the specific conditions applicable to Part C of this section, the following condition applies to Parts A, B and C of this section 4.

1. Excess

If an event gives rise to a claim under more than one Part of this section 4, **you** must pay the highest single **excess** applicable in respect of that event.

Section 5 *Glass breakage*

Specific Definitions

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

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

glass as defined in the General definitions shown on pages 11 to 13 is extended, for the purposes of this section 5 only, to include:

- stained glass in internal and external windows, doors, showcases, skylights or fixed mirrors;
- fixed glass and mirrors in furniture and shelving.

What is covered

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

What is not covered

In addition to the General exclusions applicable to all sections of the policy shown at pages 13 to 14, ***we*** will not cover ***you*** under this section for:

- wear and tear including scratching, cracking, chipping, disfiguration or any ***damage to glass*** other than its actual ***breakage***;
- ***breakage of glass*** from an event for which ***you*** are covered under section 1 or section 3 or for which you would have been covered under section 1 or 3 if that section had been taken out by ***you***;
- ***glass*** which is or was cracked, chipped or imperfect prior to the commencement of this section of the policy;
- ***glass*** when in transit or while being fitted into position or removed from its fitting;
- ***glass*** at the ***location*** which has been unoccupied or unused for more than 60 days;
- ***glass*** at the ***location*** which is undergoing demolition.

Excess

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

Basis of settlement – what we will pay

<p>Following an event covered by this section, we will pay for:</p>	<p>We will not pay:</p>
<ul style="list-style-type: none"> the actual cost of replacing and fixing glass of the same type and quality as that which was broken in its frame or alternatively the actual cost of meeting the minimum specifications required to comply with the relevant building regulations in replacing and fixing glass. 	<ul style="list-style-type: none"> more than \$20,000 for each leadlight or stained glass window unless a higher amount is shown in the certificate of insurance.
<p>Extensions (applicable to this section following a claim being admitted under this section)</p> <p>We will also pay for:</p>	<p>We will not pay:</p>
<p>1. Frames and signs</p> <ul style="list-style-type: none"> damage to window frames or door frames surrounding the broken glass; damage to illuminated signs including perspex and plastic signs. 	<ul style="list-style-type: none"> more than \$2,000 for any one event, unless a higher amount is shown in the certificate of insurance.
<p>2. Temporary shuttering, sign writing</p> <ul style="list-style-type: none"> the cost of temporary shuttering and security, sign writing, ornamentation, reflective materials and alarm tapes. 	<ul style="list-style-type: none"> more than \$2,000 for any one event, unless a higher amount is shown in the certificate of insurance.
<p>3. Leadlight or stained glass</p> <ul style="list-style-type: none"> breakage of glass in leadlight or stained glass windows. 	<ul style="list-style-type: none"> more than \$20,000 for each window unless a valuation is obtained prior to the breakage of glass and the window is specified in the certificate of insurance.
<p>4. Destruction of contents</p> <ul style="list-style-type: none"> the reasonable costs necessarily incurred to repair or replace your contents (as defined by section 1) as a result of damage to them caused by breakage of glass. 	<ul style="list-style-type: none"> more than \$5,000 for any one event.

Section 6 *Breakdown of mechanical and electronic equipment*

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

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

Part B – **Breakdown of *electronic equipment*** with Optional extensions for 1. - ***Electronic data processing*** cover and 2. – Increase in cost of working cover

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

Specific Definitions

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

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

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

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

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

mechanical equipment means all electrical and/or mechanical machinery including their interconnecting cabling and piping, boilers and pressure vessels and any other machinery or equipment at the **location** shown in the **certificate of insurance** which generate, contain, transmit, receive, transform or utilize any form or source of energy or power. It does not include ***electronic equipment***.

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

Part A – *Breakdown of mechanical equipment*

What is covered

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

1. **Breakdown of *mechanical equipment***

What is not covered

In addition to the 'General exclusions applicable to all sections of this policy' shown on pages 13 to 14, **we** will not cover **you** under Part A of this section for:

- for **breakdown** of **mechanical equipment** at **your location**.
- 2. Explosion of boilers and pressure vessels**
- for sudden and violent rending of boilers and pressure vessels at **your location** by force, explosion of flue gas in such boilers, internal fluid pressure or collapse of such vessels as a result of abnormal vacuum and/or weakening of their structure through wear and tear.
- 3. Impact by flying fragments**
- for **damage** to **mechanical equipment** at **your location** caused by flying fragments following **breakdown** of surrounding **mechanical equipment**.

1. **breakdown** of:

- any equipment which was known by **you** to be defective before the damage to such equipment occurred;
- electro-medical and diagnostic research equipment;
- submersible pumps and bore pumps, including well casings, turbine pumps or helical rotor pumps;
- **vehicles**;
- **electronic equipment** other than electronic components of the **mechanical equipment**;
- domestic equipment in the **residential buildings** (as defined by section 3), including hand dryers, mobile or portable machinery, portable hand held tools and vacuum cleaners;
- vending or amusement machines or any coin operated machine;
- lawn maintenance equipment;
- lifts, escalators and mobile equipment;
- any **mechanical equipment** which happens outside the **geographic limits**;
- any **mechanical equipment** being intentionally subjected to abnormal stresses or overloading or any other testing or experimentation,

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

2. loss or damage for which **you** are covered under section 1 or 4 of this policy or for which **you** would have been covered under section 1 or 4 if that section had been taken out by you;
3. damage to :
- lighting or heating elements, fuses or protective devices;
 - electrical contacts at which sparking or arcing occurs in ordinary working;
 - electrical wiring due to ageing and normal use;
 - ducting, water and gas piping as a result of rust or corrosion;
 - equipment parts as a result of wear and tear, rust, scale, corrosion, gradual deterioration, scratching or marring, chipping or denting, developing flaws, normal upkeep or maintenance,

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

4. damage caused by:

- any act of a power supplier, including

withholding, restricting or load shedding the supply of electricity;

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

5. for any costs associated with:

- replacement of consumable parts of equipment such as belts, ropes, chains, tyres, filters, refrigerant dryers, fuses, electric heating elements, electrical contacts, thermostats, thermostatic expansion valves, jointing, gland packing, seals, dies, moulds, cylinders, crushing surfaces, cutting blades, refractory materials, glass and porcelain components, ceramics, refractories, felts, sieves, fabrics, lubricants, fuel, catalysts, transfer media and any other parts that require periodic or frequent replacement with usage of equipment other than when replacement is necessary due to damage covered by this Part A;
- recharging of refrigeration or air-conditioning equipment, unless necessary as part of the repair following **breakdown of mechanical equipment**;
- converting refrigeration and/or air-conditioning units from use of chlorofluorocarbon refrigerant gas to any other type of refrigerant gas;
- the repair or any crack, fracture, blister, lamination, flaw or grooving in boilers and pressure vessels which has not penetrated through the entire thickness of the material;
- alterations, additions, improvements or overhauls of equipment whether carried out in the course of indemnifiable repairs or as a separate operation;
- any process involving cleaning, normal upkeep or maintenance of equipment;
- preventative maintenance work;
- repairing or replacing any **mechanical equipment** if the manufacturer, supplier, agent or any other person is responsible for that repair or replacement under the terms of a

maintenance agreement or supply warranty or agreement;

6. penalties for delay or detention;
7. loss of use or consequential loss of any kind.

Excess

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

Basis of settlement – what we will pay

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

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

We will not pay:

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

Optional extension

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

We will also pay:

1. Deterioration of **refrigerated goods** cover

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

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

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

We will not pay:

- more than \$3,000 following any one **breakdown** or such other amount as shown in the **certificate of insurance**;
- for deterioration of **refrigerated goods** resulting from **breakdown** of equipment not covered under this Part A;
- for any loss arising from a change in temperature caused by the renewal or repair of fuses or electrical contacts, maintenance of equipment, ordinary working, wear and tear or gradual deterioration of the refrigeration equipment (unless such wear and tear or gradual deterioration results in sudden unexpected stoppage of the equipment);
- for deterioration of **refrigerated goods** as a result of any person deliberately switching off or disconnecting the power supply, whether for maintenance or otherwise.
- more than 80% of the market value of the **refrigerated goods** immediately before the **breakdown**.
- for loss or damage caused by shrinkage, inherent defects, natural deterioration or natural putrefaction of **refrigerated goods**;
- for the costs of replacement of **refrigerated goods** that are beyond their use by date.

Part B – Breakdown of electronic equipment

What is covered

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

What is not covered

In addition to the 'General exclusions applicable to all sections of the policy' shown on pages 13 to 14, **we** will not cover **you** under Part B of this section for:

1. **breakdown of electronic equipment:**
 - which was known by **you** to be defective before damage to such equipment occurred;
 - not belonging to **you**, or which is leased or hired in or hired out by **you** while it is out of **your** possession, care, custody or control on hire, rental, lease or loan;

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

Excess

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

Basis of settlement – what we will pay

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

- the cost of repairs necessary to return the damaged item or part of the item to its former state of serviceability, including any necessary dismantling and re-erection; or
- the replacement cost of the item but where the equipment is more than three years old, **we** will deduct 15% for each year of age up to a maximum of 80%. Depreciation will not be applied to labour costs and any salvage will be

What we will not pay:

- more than the cost of repairing or replacing the damaged part of an item of equipment including any necessary costs of dismantling and re-erection when damage is confined to that part;
- more than the sum insured for the item of equipment, if any, shown in the **certificate of insurance**;

subtracted from the amount calculated; and

- the additional expenditure reasonably and necessarily incurred by **you** for:
 - removing, storing and disposing of debris being residue of damaged **insured property**;
 - temporary repairs;
 - labour, overtime and work on public holidays incurred in expediting the repairs;
 - freight within Australia, including transportation as freight by any recognised airlines' scheduled service;
 - customs duties and dues, if any, to the extent that such expenses have been included in the sum insured for the item shown in the **certificate of insurance** for this Part B.

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

Optional extensions

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

What is covered

1. Data media material and records

Under this Optional extension 1, **we** will cover **you** if data media material suffers loss or damage during the **period of insurance** following an event covered under Part B and not otherwise excluded by this section 6 and **we** will pay for:

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

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

What is not covered

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

- loss or distortion of data, information or records which does not arise from **breakdown** covered under Part B;
- loss or damage caused by atmospheric moisture or temperature unless directly resulting from damage to or malfunction of air-conditioning equipment;
- the cost of replacement of component parts worn through normal use or operation;
- loss or damage due to faults or defects known to **you** or any of **your** responsible **employees** at the time of commencement of this section of the policy and not disclosed to **us**.

2. Increase in cost of working cover

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

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

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

1. Expenses incurred

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

2. Delay in repair or restoration

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

Specific conditions applicable to section 6

In addition to the General conditions applicable to all sections shown on pages 16 to 19 and the 'Claims conditions applicable to all sections of the policy' shown on pages 19 to 20, the following conditions apply to this section 6.

1. Adequacy of documentation

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

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

2. Maintenance agreements

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

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

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

3. Maintenance agreement on computers

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

4. You are required to:

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

Section 7 Liability Insurance

Specific Definitions

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

advertising injury means:

- libel or slander;
- infringement of any patent, copyright, title, logo, design or trademark;
- plagiarism;
- invasion of privacy,

committed or alleged to have been committed during the **period of insurance** in any advertisement, article, broadcast or telecast and arising out of any advertising activity conducted by **you** or on **your** behalf in the course of advertising **your products** or services.

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

compensation means monies paid or agreed to be paid by judgment, award or settlement (including all charges, expenses and legal costs recoverable from **you**) for:

- **personal injury, property damage or advertising injury**; or
- any claim covered by this section.

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

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

limit of liability means the amount shown in the **certificate of insurance** which is the maximum amount **we** will pay for all **compensation** in respect of any one claim or series of claims resulting from any one **occurrence**.

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

pastoral care services means the use of counseling skills to provide free, informal, unstructured care and ministry to a person seeking **your** help in relation to a particular concern.

personal injury means:

- bodily injury, illness, disease, disability, shock, fright, mental anguish, mental illness, psychological injury or death;
- assault or battery not committed by **you** or at **your** direction unless committed for the purpose of preventing or eliminating danger to persons or property;
- libel or slander other than **advertising injury** and except where the first publication or utterance happened prior to the commencement of this section of the policy;
- wrongful entry upon, wrongful eviction from or other invasion of right to private occupancy of property;
- invasion of privacy other than **advertising injury**;
- false arrest, wrongful detention, false imprisonment, malicious prosecution or humiliation.

property damage means:

- physical loss of or damage to tangible property including loss of use resulting therefrom;
- loss of use of tangible property which has not been destroyed provided that such loss of use is caused by an **occurrence** happening during the **period of insurance**.

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

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

you, your, yours means:

- a. the persons, entities or organisations named as the insured in the **certificate of insurance**;
- b. all **your** subsidiary companies and any organisation or entity under **your** control and over which **you** exercise active management, both existing at the commencement date of the **period of insurance**;
- c. any new subsidiary company of **yours**, organisation or entity acquired by **you** during the **period of insurance** through consolidation, merger or purchase of its assets or in respect of which **you** assume effective control during the **period of insurance** provided:
 - i) such company, organisation or entity is carrying on substantially the same occupation as **yours**;
 - ii) such acquisition or assumption of control is reported to **us** within 90 days after it is effected; and
 - iii) **we** confirm continuation of cover for such new subsidiary company, organisation or entity by endorsement of this section of the policy;
- d. the directors, officers and **employees** of the insured designated in a, b or c above but only whilst acting within the scope of their duties in such capacity;
- e. any office bearer, member or **volunteer** of:
 - i) social and sporting clubs;
 - ii) canteen and welfare organisations;
 - iii) first aid, fire and security services;
 - iv) residents associations,

which are incidental to **your occupation**, formed with the consent of and operating under the control and supervision of the persons, organisations or entities designated in a, b or c above but only whilst such office bearer, member or **volunteer** is performing duties or activities in connection with such clubs, organisations, services or associations;

- f. any principal in respect of his/her/its liability arising out of the performance by the insured designated in a, b or c above of any contract or agreement for such principal, but only to the extent required by such contract or agreement.

What is covered

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

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

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

What is not covered

In addition to the 'General exclusions applicable to all sections of this policy' shown on page 13 to 14, **we** will not cover **you** under this section for:

1. **Aircraft, watercraft**

- any liability for losses directly or indirectly arising out of or in connection with:
 - a. the ownership, possession, maintenance, repair, operation or use by **you** of any **aircraft**;
 - b. the operation of any **aircraft** landing pad or strip, airfield or airport;
 - c. the ownership, possession, maintenance, repair, operation or use by **you** of any **watercraft** exceeding 8 metres in length;

2. **Asbestos**

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

3. **Building operations**

- any liability for losses directly or indirectly arising out of or in connection with:
 - a. demolition of buildings or construction work (including additions or alterations to or erection of buildings), except that this exclusion shall not apply if the cost of such demolition or construction work does not exceed:
 - i) \$250,000 for **residential buildings** (as defined by section 3); and
 - ii) \$500,000 for any other buildings;
 - b. demolition or external construction activity carried out at a height of over 12 metres from the ground, except where disclosed to **us** and agreed by **us** in writing;
 - c. vibration or weakening of, removal of or interference with support to land, buildings or other property;
- any liability for losses attaching to **you** as builder or as project manager in respect of completed construction projects after the maintenance/defects period has expired;

4. Care custody and control

- any liability for damage to property owned by **you**, held in trust by **you**, undergoing any process or being worked on by **you**, or in **your** custody or control, except to the extent covered by Extension 2 (Property in **your** care custody and control) to this section;

5. Contractual liability

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

6. Defective design

- any liability for losses directly or indirectly arising out of or in connection with:
 - a. defective design or error in the specification or formula of any of **your products**;
 - b. the harmful nature or unsuitability of **your products**;
 - c. the failure of **your products** to meet the standard or quality of performance warranted or represented by **you**;

7. Deliberate advertising injury

- claims in respect of **advertising injury** directly or indirectly arising out of or in connection with the publication or utterance of a libel or slander, or statement made, at the direction of **you** or **your** representative with the knowledge of the falsity thereof;

8. Delay

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

9. Employer's liability, industrial awards

- a. any liability for **personal injury** to any **employee** in respect of which **you** are or would be entitled to indemnity under any policy of insurance, fund, scheme or self insurance pursuant to or required by any legislation relating to workers compensation or accident compensation whether or not such policy, fund, scheme or self insurance has been effected provided that this policy will respond to the extent that **your** liability would not be covered under any such policy, fund, scheme or self insurance arrangement had **you** complied with its obligations pursuant to such law;
- b. any liability imposed by the provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award or agreement or determination or contract of employment or workplace agreement;
- c. any liability for mental anguish suffered by any **employee** arising out of or in the course of his/her employment by **you**;
- d. any liability for **personal injury** arising out of the harassment, libel, slander, defamation or humiliation of, or discrimination against, any **employee** whilst in **your** employment;
- e. any liability directly or indirectly arising out of or in connection with **your** wrongful refusal to employ an applicant for employment and/or violation of employment discrimination laws.

For the purposes of this exclusion only, **employee** as defined in the General definitions shown on pages 11 to 13 is extended to include any person deemed by legislation in respect of work related accident compensation or occupational health and safety to be an employee of **yours** or a worker in relation to **you**;

10. Extreme or hazardous pursuits

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

11. Faulty workmanship, product recall

- **compensation**, costs and expenses incurred in respect of:
 - a. performing, completing, correcting, repairing, re-doing, replacing or improving any work or service undertaken by **you** or on **your** behalf. This does not apply to damage to other property resulting from such work or service;
 - b. the repair, reconditioning or replacement of **your products** or in making any refund on the price paid for any of **your products**;
 - c. the withdrawal, recall, inspection, repair, replacement or loss of use of **your products** or any property of which they form a part, if such **products** or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

12. Fines and penalties

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

13. Information Technology

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

14. Leased property

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

15. Participation in sport

- any liability for **personal injury** or **property damage** which:
 - a. occurs whilst any person is participating in any sporting exercise or activity organised by **you**; and
 - b. arises from the risks knowingly assumed by such person in participating in such sporting exercise or activity;

16. Pollution

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

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

17. Products liability

- claims directly or indirectly arising out of or in connection with **your products** if they are:
 - a. second-hand electrical goods unless appropriately tested; or
 - b. manufactured, constructed, installed, erected, assembled, maintained, amended, enhanced, altered or otherwise processed, serviced, repaired or treated by **you** in the United States of America and/or Canada; or
 - c. sold, supplied or distributed in the USA or Canada whilst **you** have a legal presence in the USA or Canada, whether by an attorney or registered company, parent company or subsidiary company;

18. Professional liability

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

19. Sexual abuse by known offenders

- any liability for **personal injury** where:
 - a. such injury directly or indirectly arises out of or in connection with **sexual abuse**; and
 - b. the perpetrator of the **sexual abuse** was a representative, member, **employee** or service provider of **yours**; and
 - c. **you** knew or ought reasonably to have known that the perpetrator of the **sexual abuse** had previously:
 - i) committed **sexual abuse**; and/or
 - ii) been convicted of **sexual abuse**; and/or
 - iii) been the subject of a prior complaint in respect of **sexual** abuse, whilst being a representative, member, director, officer, **official, employee, volunteer** or service provider of **yours** and that complaint had not been appropriately investigated by **you**;

20. Vehicles

- any liability for losses directly or indirectly arising out of or in connection with the ownership, possession, maintenance, operation or use by **you** of any **vehicle**:
 - a. which is registered or required to be registered by virtue of any legislation (whether or not such registration has been effected or renewed); or
 - b. in respect of which compulsory statutory liability or accident compensation indemnity insurance is required by virtue of any legislation (whether or not such insurance has been effected or renewed or its terms and conditions complied with),provided always that this exclusion does not apply to:
 - c. liability for **personal injury** where such compulsory statutory liability or accident compensation indemnity insurance scheme:
 - i) does not indemnify **you** for such liability;
 - ii) does not provide indemnity for such liability for reasons that do not involve a breach by **you** of the relevant legislation or **your** failure to lodge a claim against the particular scheme;
 - d. liability for **property damage** arising out of the loading or unloading of goods to or from a **vehicle**;
 - e. use of a **vehicle** as a **tool of trade**;
 - f. liability which attaches to **you** by reason of the operation or use of a **vehicle** belonging to **you** by any person without **your** consent and for which **you** have no indemnity under any other policy of insurance.

How much we will pay

The maximum **we** will pay for all **compensation** in respect of any one claim or series of claims arising out of any one **occurrence** is the **limit of liability**.

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

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

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

provided always that:

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

Excess

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

Extensions

Under this section, we will also cover:

1. Pastoral care services

- you** against **your** legal liability to pay **compensation** for breach of duty by reason of any act, error or omission committed or alleged to have been committed during the **period of insurance** by **your** clergy or anyone appointed or authorised by **you** to provide **pastoral care services** in connection with **your occupation**.

This extension covers each of **your** clergy and persons appointed or authorised by **you** to provide **pastoral care services** separately in the same manner and to like extent as though cover under this extension had been issued in their separate names but subject always to the terms and conditions of this section and this policy and **our** sub-limit of liability not being increased.

For the purposes of this extension:

- all causally connected or interrelated acts, errors or omissions shall jointly constitute a single act, error or omission under this extension;
- where a single act, error or omission gives rise to more than one claim, all such claims shall jointly constitute one claim under this extension;

It is a condition of the cover under this Extension that **you** must take all reasonable care and diligence in the selection, appointment and supervision of persons undertaking **pastoral care services** on **your** behalf.

2. Property in **your** care custody and control

- you** for **your** legal liability for **damage** to:
 - leased or rented premises (including fixtures and fittings) not owned by **you**;
 - premises at which **you** are undertaking

We will not:

- pay more than \$1,000,000 for any one claim and in the aggregate for all claims in any one **period of insurance**;
- cover any claim that is insured under any other insurance policy except in excess of the limit of liability under such policy;
- cover any liability or obligation assumed by **you** under any contract, agreement or warranty unless such liability or obligation would have attached in the absence of such contract, agreement or warranty;
- cover any liability directly or indirectly arising out of or in connection with any claim brought in a court outside Australia or in any court exercising jurisdiction under any law other than the law of Australia or in any other court to enforce a judgment or order of those courts;
- cover any liability directly or indirectly arising out of or in connection with professional counselling services;
- cover any claims directly or indirectly arising out of or in connection with deliberate injury, abuse (including **sexual abuse**) or misinformation of any person to whom **pastoral care services** are provided;
- cover any claims directly or indirectly arising out of or in connection with any acts, errors or omissions committed or alleged to have been committed prior to or after the **period of insurance**.

work in connection with **your occupation** and the contents of such premises which are in **your** care, custody or control;

- c. **vehicles** (including spare parts and accessories thereon) not belonging to or used by **you** in connection with **your occupation** whilst within a car park belonging to or under **your** control provided the car park is not used for any motor trade purposes;
- d. property belonging to any person authorised to be on **your** premises;
- e. any other property not mentioned in clauses a to d above and which is in **your** care, custody or control but only up to \$100,000 for any one claim arising from any one **occurrence** and in the aggregate for all such claims in any one **period of insurance** or for such higher amount as shown in the **certificate of insurance**.

Specific conditions

In addition to the 'General conditions applicable to all sections of the policy' shown on pages 16 to 19 and the 'Claims conditions applicable to all sections of the policy' shown on pages 19 to 20, the following specific conditions apply to this section 7.

1. General conditions and Claims conditions

The 'General conditions applicable to all sections of the policy' shown on pages 16 to 19 and the 'Claims conditions applicable to all sections of the policy' shown on pages 19 to 20 shall apply to this section 7 as if, for the purposes of this section 7, **you, your, yours** as they appear in the General conditions and Claims conditions means **you, your, yours** each as defined by section 7.

2. General definitions

The 'General definitions applicable to all sections of the policy' shown on pages 11 to 13 shall apply to this section 7 as if, for the purposes of this section 7, **you, your, yours** as they appear in the General definitions means **you, your, yours** each as defined by section 7.

3. Defence of claims

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

Section 8

Volunteers – Personal Accident

Specific Definitions

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

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

income means the average weekly gross income net of business expenses earned by a ***volunteer*** through personal exertion during the twelve (12) months immediately preceding the ***bodily injury***, but does not include bonuses, commission, overtime payments and any allowances. Where a ***volunteer*** has elected to salary sacrifice his/her income, weekly gross income means the total value of the salary package.

initial period excluded means the period of time shown in the ***certificate of insurance*** during which time benefits are not payable.

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

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

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

permanent means ***partial disablement*** or ***total disablement*** lasting in excess of 12 calendar months from the commencement of the ***partial disablement*** or ***total disablement*** and at the end of that period being considered unlikely to improve and likely to continue for an indefinite period.

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

What is covered

If during the ***period of insurance*** and while performing voluntary work for ***you***, a ***volunteer*** suffers ***bodily injury***, ***we*** will pay the ***volunteer***:

- the corresponding compensation set out in the ***certificate of insurance*** and table of benefits below for death or ***total disablement*** or ***partial disablement***, provided that the death or disablement occurs within twelve months of the date of the accident resulting in the ***bodily injury***;
- weekly ***bodily injury*** benefits as set out in

What is not covered

In addition to the 'General exclusions applicable to all sections of the policy' shown on pages 13 to 14, ***we*** will not provide cover under this section 8 for any claim directly or indirectly arising from or connected with:

1. death or ***bodily injury*** sustained or suffered by a ***volunteer*** who has not attained the age of fifteen (15) years or who exceeds seventy five (75) years of age, unless otherwise agreed by ***us*** and

and up to the maximum period shown in the **certificate of insurance**.

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

Extensions

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

Exposure and disappearance

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

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

Other expenses

We will also pay:

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

The maximum amount **we** will pay for each of these extensions is an amount equal to the benefit shown against event 16 in the table of benefits or the actual expenditure, whichever is the lesser.

shown in the **certificate of insurance**;

2. death or **bodily injury** to a **volunteer** caused by acquired immune deficiency syndrome (AIDS) or human immunodeficiency virus (HIV) and/or any of their mutant derivatives or variations that was diagnosed before the beginning of the **period of insurance**;
3. a **volunteer**:
 - being affected or influenced in any way by intoxicating liquor or drugs;
 - being addicted to intoxicating liquor or a drug;
 - taking part in a riot or civil commotion;
 - taking part in naval, military or air force service or operations;
 - acting maliciously;
 - participating in or training for any professional sport, or racing, or training for racing or trialling in or on any motor powered conveyance;
 - engaging in football, underwater activities, mountaineering, skiing, hunting, polo, snow or ice sports, parachute jumping, sky diving or hang gliding;
 - riding or driving in any kind of race;
 - exposing him or herself to needless peril;
 - travelling in any unlicensed **aircraft** or flying or engaging in any other aerial activity as part of an **aircraft's** crew;
4. death or **bodily injury** sustained by a **volunteer** whilst:
 - engaged in demolition or construction work (including erection of additions or alterations to buildings);
 - using power equipment,unless it is proven by **you** that such **volunteer** had the necessary skills for and experience to be involved in such activity;
5. any type of hernia suffered by a **volunteer**, however caused;
6. suicide, attempted suicide or any deliberately self-inflicted **bodily injury**;
7. any illegal or criminal act committed by a **volunteer**;
8. pregnancy, childbirth, miscarriage or the complications of these conditions;

9. any condition existing prior to commencement of this section of the policy, or any aggravation of any such condition or degenerative condition unless such condition has been accepted by **us**, and any extra premium applied by **us** is paid by **you**;
10. death or **bodily injury** directly or indirectly arising out of or in connection with asbestos in whatever form or quantity.

Further, no compensation is payable under this section 8 unless the event occurs within twelve calendar months of the date of the accident which caused the event.

Table of events		Table of benefits	Special provisions applicable to the Table of benefits
<i>bodily injury</i> resulting solely and directly and independently of any other cause in:		Benefit payable as a percentage of the sum shown in the <i>certificate of insurance</i>	
1	Death	100%	<p>In relation to the table of benefits:</p> <p>1. for events 1 to 14, the amount payable is the percentage of the capital sum insured shown in the certificate of insurance against the events provided that:</p> <ul style="list-style-type: none"> the aggregate total of all payments under events 1 to 14 inclusive will not exceed 100% of the capital sum insured stated in the certificate of insurance in any one period of insurance; any compensation paid or payable for events 1 to 14 will be reduced by any sum paid or payable for events 15 or 16 in respect of the same bodily injury; <p>2. for events 15 and 16, we will pay in accordance with the table of benefits provided that:</p> <ul style="list-style-type: none"> we will only pay the higher of the benefit for events 15 and 16 if events 15 and 16 happen to a volunteer in respect of the same bodily injury; we will not make payment for longer in aggregate than the maximum period shown in the certificate of insurance; we will not pay for any injured
2	Permanent total disablement	100%	
3	Permanent and incurable paralysis of all limbs	100%	
4	Permanent total loss of sight of both eyes	100%	
5	Permanent total loss of use of two limbs	100%	
6	Permanent and incurable major brain damage	100%	
7	Permanent total loss of hearing in both ears	100%	
8	Permanent total loss of use of four fingers and thumb of either hand	75%	

			<p>volunteer who is not engaged in employment, a profession or paid occupation or who as a result of his/her bodily injury does not suffer a loss of income;</p> <p>3. after the occurrence of any one of events 2 to 7 for any one volunteer, we will have no further liability under this section in respect of that volunteer;</p> <p>4. if, as a result of bodily injury, compensation has been paid under this table of benefits and the volunteer suffers a recurrence of total disablement or partial disablement while this section of the policy is in force as a result of the same or a related cause or causes, this subsequent period of total disablement or partial disablement will be deemed to be a continuation of the prior period. However, if between such periods the volunteer has performed the normal duties of his/her usual occupation on a full-time basis for at least six consecutive months, any subsequent period of total disablement or partial disablement will be deemed to be the result of a new bodily injury and subject to a new initial period excluded;</p> <p>5. any benefits payable under this section will be reduced by the amount of compensation the volunteer receives or is entitled to receive in respect of the bodily injury under workers or transport accident compensation legislation;</p> <p>6. our total liability for any one accident shall not exceed the amount of the maximum benefit shown in the table of benefits or the maximum weekly benefit entitlement as shown in the certificate of insurance, whichever is the greater;</p> <p>7. our total liability in respect of all claims made under this section during any one period of insurance shall not exceed the aggregate limit shown in the certificate of insurance.</p>
9	Permanent total loss of use of four fingers of either hand	50%	
10	Permanent total loss of sight of one eye	50%	
11	Permanent total loss of use of one limb	50%	

12	Permanent total loss of hearing in one ear	25%	
13	Permanent disfigurement from burns to more than 50% of the surface area of the head and neck	30%	
14	Permanent disfigurement from burns to more than 50% of the surface area of the remainder of the body other than head and neck	20%	
15	Temporary total disablement	100% of the weekly benefit or average weekly income , whichever is the lesser, up to the maximum number of weeks shown in the certificate of insurance .	
16	Temporary partial disablement	25% of the weekly benefit or 25% of the average weekly income whichever is the lesser, up to the maximum numbers of weeks shown in the certificate of insurance	

Initial period excluded

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

Section 9 General Property Insurance

What is covered

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

What we will not pay for

In addition to the 'General exclusions applicable to all sections' shown on pages 13 to 14 and 'Exclusions applicable to sections 1, 3 and 9' shown on pages 15 to 16, **we** will not pay for loss or **damage**:

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

Excess

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

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

Basis of settlement – what we will pay

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

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

We will not pay:

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

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