

# Commercial Property Owners Insurance Product Disclosure Statement and Policy

EFFECTIVE: POLICIES DUE ON OR AFTER 1ST JUNE 2024

SUMMARY OF CHANGES

## Commercial Property Owners Insurance Product Disclosure Statement and Policy Summary of Changes

### Introduction

We have updated our Ansvar Commercial Property Owners Insurance, Product Disclosure Statement and Policy Wording.

This document highlights the key changes made. This document is not exhaustive in addressing general editing to improve or update the language of the policy. It is important to read the new wording so that you understand the cover available to you. If you have any questions these should be directed to your Insurance Broker.

(This Summary of Change Document Is a guide only and does not form part of your policy).

#### SUMMARY OF CHANGES REMOVED, UPDATED OR ADDED

#### General Exclusions applicable to all Sections of the policy

- · 5. War, confiscation has been updated
- 10. Sanctions regulation has been updated

#### **Property Protection Section**

New exclusion 17. bushfire, flood, cyclone occurring within 72 hours has been added

#### **Business Interruption Section**

• Extension 6. Access Prevention by Public Authority in respect to communicable disease has been updated.

### Changes to the wording in Detail

#### GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

#### **Amended General Exclusions**

#### 5. War, confiscation

- a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not);
- b) Civil war, rebellion, mutiny, civil disturbance or commotion assuming the proportions of or amounting to a popular uprising, military rising, military or usurped power, martial law, insurrection, rebellion or revolution; or
- c) Confiscation, lawful seizure, nationalisation, requisition of, or *damage* to, property by or under the order of any government or public or local authority (other than *damage* caused in the process of preventing or diminishing imminent *damage* covered by this policy to any *insured property*).

#### 10. Sanctions regulation

Notwithstanding any other terms or conditions under this **policy**, **we** shall not be deemed to provide cover or be liable to pay any **claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **claim** or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, European Union, United Kingdom or United States of America

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### Part A: Property and Business Interruption

#### PROPERTY PROTECTION SECTION - WHAT DAMAGE IS NOT COVERED

#### New Exclusion added

**17.** bushfire, *flood* (if cover is provided) or a named cyclone which occurs within 72 hours from the commencement date of this *policy* or any endorsement thereto including but not limited to increasing any *declared values* or *limit of liability*.

Such restrictions will not apply where this *policy* commences directly after another insurance policy covering the same property with like coverage expired without a break in cover.

#### **BUSINESS INTERRUPTION SECTION - EXTENSIONS**

#### Amended extension

#### 6. Access prevention by public authority

arising from closure or evacuation of the whole or part of the operation due to an order or direction made during the **period of insurance** by a government **authority** or **official** acting with legislative authority consequent upon:

- a) infectious or contagious disease manifested by any person whilst at the *location*;
- b) vermin or pests or defects in the drains or other sanitary arrangements at the location;
- c) injury, illness or disease directly caused by the consumption of food or drink provided on the location;
- d) murder or suicide occurring in or at the location,

Provided that Extension 6 (a) will not cover **you** for loss resulting from interruption of or interference with **your** operation that directly or indirectly results from or arises out of or in connection with:

- i. a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease regardless of any other cause or event contributing concurrently or in any other sequence thereto;
- ii. any highly pathogenic avian or animal influenza in humans;
- iii. Rabies:
- iv. Cholera;
- v. any disease determined by the World Health Organization to be a Public Health Emergency of International Concern (PHEIC);
- vi. any pandemic or epidemic as declared as such by the World Health Organization; or
- vii. any disease determined to be a 'listed human disease' under, or any disease in respect of which a 'biosecurity emergency' or human biosecurity emergency' is declared under, the Biosecurity Act 2015 (Cth) as amended from time to time or any disease that is determined, listed or otherwise specified in an equivalent manner under any legislation that either replaces the Biosecurity Act 2015 or has an equivalent object or objects.

#### viii. any:

- mutation of; or
- fear or threat (actual or perceived) of; or
- action taken to control or prevent or suppress,

the diseases, conditions or circumstances described in this exclusion



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