



the barn

UNDERWRITING AGENCY

Commercial Strata Insurance Policy

VERSION: CSIP2025.5

Contents

Important Information	3
Policy Terms and Conditions.....	3
About 'The Barn Insurance'	3
General Insurance Code of Practice	3
Complaints and Disputes	4
Service of Suit.....	4
Privacy.....	5
Unfair Contract Terms.....	5
Australian Terrorism and Cyclone Insurance Act 2003 Notice .	5
Several Liability Notice (Insurance) LSW 1001INS	7
General Definitions.....	7
General Conditions	12
Claims Conditions.....	17
Risk Management Conditions	18
General Exclusions.....	19
SECTION 1 – Property Damage	24
SECTION 2 – Consequential Loss.....	33
SECTION 3 – Electronic Equipment	35
SECTION 4 – Machinery Breakdown	38
SECTION 5 – Crime.....	454
SECTION 6 – Government Audit Costs.....	47
SECTION 7 – Legal Expenses	49
SECTION 8 – Office Bearers' Liability	55
SECTION 9 – Environmental Impairment Liability	59
SECTION 10 – Public Liability	73

Important Information

Policy Terms and Conditions

This **Policy** is a legal contract between **You** and **Us**. **You** have paid, to, **Us** the premium and **We** provide the cover **You** have chosen as set out in **Your Schedule**.

You, or any other person insured under the **Policy**, must comply with all provisions of the **Policy**, otherwise **We** may be entitled to refuse to pay a claim, or reduce the amount **You** are entitled to receive.

The insurance cover is in force for the **Period of Insurance** set out in the **Schedule**. **We** will insure **You** to the extent described in this **Policy** during the **Period of Insurance**, subject to the provisions of the **Policy**.

We will not pay the **Excesses** shown in the **Policy** or **Schedule**. If any **Loss** or **Damage** leads to a claim under more than one **Section** of this **Policy**, **You** must pay the highest applicable **Excess**, but **You** need to pay only one **Excess**.

About 'The Barn Insurance'

The Barn Underwriting Agency is a **Business** Name of Market Lane Insurance Group Pty Ltd who is the **Underwriter** of this insurance **Policy** for and on behalf of Certain Underwriters at Lloyd's under a contract which allows **Us** to enter into and arrange policies of insurance.

This means that those Underwriters at Lloyd's are the **Insurer** under this **Policy**. The contract makes Market Lane Insurance Group Pty Ltd the agent of those Underwriters at Lloyd's who have subscribed to the contract and gives Market Lane Insurance Group Pty Ltd the authority to perform certain acts on their behalf, but does not affect **Your** rights to claim or make a complaint.

The details of the contracts and the Lloyds Lead Insurer(s) are shown in the **Schedule**.

Market Lane Insurance Group Pty Ltd's Australian Business Number is 15 625 224 642 and its Australian Financial Services

Licence Number is 509709.

Your Duty of Disclosure

Before **You** enter into an insurance contract, **You** have a duty to tell **Us** anything that **You** know, or could reasonably be expected to know, or which may affect **Our** decision to insure **You** and on what terms.

You have the same duty before **You** renew, extend, vary or reinstate an insurance contract.

You do not need to tell **Us** anything that:

- reduces the risk **We** insure **You** for; or
- is common knowledge; or
- **We** know or should know as an insurer; or
- **We** waive **Your** duty to tell **Us** about.

If **You** do not tell **Us** anything **You** are required to, **We** may cancel **Your** contract or reduce the amount **We** will pay **You** if **You** make a claim, but only to the extent **We** have been prejudiced by **Your** failure, or both. If **Your** failure to tell **Us** is fraudulent, **We** may refuse to pay a claim and treat the contract as if it never existed.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au.

Complaints and Disputes

If **You** have any concerns or wish to make a complaint in relation to this **Policy**, **Our** services or **Your** insurance claim, please let **Us** know and **We** will attempt to resolve **Your**

concerns in accordance with our Internal Dispute Resolution procedure. Please contact **Us** in the first instance:

Attention: The Complaints Officer

The Barn Underwriting Agency Pty Ltd

complaints@marketlanegroup.com.au

1300 902 210

PO Box, R298, Royal Exchange NSW 1225

We will acknowledge receipt of **Your** complaint and do **Our** utmost to resolve the complaint to **Your** satisfaction within 10 business days.

If **We** cannot resolve **Your** complaint to **Your** satisfaction, **We** will escalate **Your** matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited Email:

ldraustralia@lloyds.com

Telephone: (02) 8298 0783

Post: [Grosvenor Place, Level 32, 225 George Street, Sydney](#)

[New South Wales 2000](#) A final decision will be provided to **You** within 30 calendar days of the date on which **You** first made the complaint unless certain exceptions apply.

You may refer **Your** complaint to the Australian Financial Complaints Authority (AFCA), if **Your** complaint is not resolved to **Your** satisfaction within 30 calendar days of the date on which **You** first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678 Email:

info@afca.org.au

Post: GPO Box 3 Melbourne VIC 3001 Website:

www.afca.org.au

Your complaint must be referred to AFCA

within 2 years of the final decision, unless AFCA considers special circumstances apply. If **Your** complaint is not eligible for consideration by AFCA, **You** may be referred to the Financial Ombudsman Service (UK) or **You** can seek independent legal advice. **You** can also access any other external dispute resolution or other options that may be available to **You**.

Service of Suit

The **Underwriters** accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia

[Grosvenor Place, Level 32, 225 George Street, Sydney New South Wales 2000](#)

who has authority to accept service on the Underwriters' behalf;

- (iii) if a suit is instituted against any of the **Underwriters**, all **Underwriters** participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

(LMA 5544)

Claims

In the event of a claim arising under this Insurance immediate notice should be given to:

Attention: The Barn Underwriting Agency

Market Lane Insurance Group

claims@marketlanegroup.com.au

1300 902 910

Privacy

The Barn Underwriting Agency collects personal information in order to provide its various services to its customers.

If the personal information **We** request from **You** is not provided, **We** or any involved third party may not be able to provide the appropriate services. **We** disclose personal information to third parties who are involved in the provision of our services. For example, in arranging and managing **Your** insurance needs **We** may provide information to Insurers, reinsurers, other insurance intermediaries, it's advisors such as Loss adjusters, lawyers and accountants, and other parties involved in the claims handling process.

By submitting **Your** proposal and continuing to deal with **Us**, **You** confirm on **Your** behalf and/or on behalf of those **You** represent consent to **Us** and these parties collecting, **Using** and disclosing personal and sensitive information about **You**.

We have a duty to maintain the confidentiality of **Our** Customer's affairs which includes **Your** personal information.

Our duty of confidentiality applies except where disclosure of **Your** personal information is with **Your** consent or required by law. **We** may make **Use** of **Your** personal information to provide **You** with information about **Our** products and services.

Simply contact **Our** Privacy Officer on the details below if **You** would like to:

- Access the personal information **We** hold about **You**
- Update or correct the information **We** hold about **You**
- Discuss **Your** privacy concerns or be removed from the mailing list to receive information about **Our** products and services

Privacy Officer

The Barn Underwriting Agency

Royal Exchange NSW 2000

Email: hello@thebarnagency.com.au

Phone: 1300 902 210

Unfair Contract Terms

The **Insured** acknowledges, warrants, and agrees that:

- it has reviewed the **Policy** wording, **Policy Schedule** and associated endorsements and is satisfied with not just the benefits of coverage but also the limitations and restrictions on coverage;
- it has had notice of the limitations and restrictions on coverage under the **Policy**, the **Policy Schedule** and associated endorsements and note that those limitations and restrictions can include sub-limits on coverage, coverage being available subject to certain conditions being met, or in certain circumstances coverage not being available due to exclusions; and
- the limitations and restrictions on coverage are necessary for the purpose of protecting subscribing underwriters' legitimate interests.

Australian Terrorism and Cyclone Insurance Act 2003 Notice

We have treated this Insurance (or part of it) as an Insurance to which the Australia Terrorism and Cyclone Insurance Act 2003 (ATACIA) applies. ATACIA and the supporting regulations made under the Act deem cover into certain policies and provide that the Terrorism exclusion to which this Insurance is subject shall not apply to any "eligible terrorism **Loss**" as defined in ATACIA. Any coverage established by ATACIA is only in respect of any "eligible terrorism **Loss**" resulting from a "terrorist act" which is a "declared terrorist incident" as defined in ATACIA. The Terrorism exclusion to which this Insurance is subject applies in full force and effect to any other **Loss** and any act or **Event** that is not a "declared terrorist incident". All other Terms, Conditions, insured coverage and Exclusions of this Insurance including applicable limits and deductibles remain unchanged. If any or all of the **Underwriters** have reinsured this Insurance with the Australian Reinsurance Pool Corporation, then any such **Underwriters** will not be liable for

any amounts for which they are not responsible under the terms of ATACIA due to the application of a "reduction percentage" as defined in ATACIA which results in a cap on the **Underwriter's** liability for payment for "eligible terrorism Losses".

Lloyd's Australian Alternative Disputes Resolution Clause LMA 5547

Provided that in the **Event** that a dispute arises between **Underwriters** and the Insured/Reinsured out of or otherwise in relation to this agreement, then:

(a) Any party to the dispute shall, without prejudice to any other right or entitlement they may have, give written notice to the other party (the "Dispute Notice") requiring them within 7 days of this notice to negotiate (whether in a face to face meeting or by teleconference) in good faith as to how the dispute can be resolved;

(b) If a dispute is not resolved within 10 days of the Dispute Notice, either party can request the other party within a further 10 days to agree on either:

1. a process for resolving the dispute through means other than litigation or arbitration, such as further negotiation, mediation, or any other alternative dispute resolution technique. The rules governing any such technique shall be agreed as between the parties and where no such agreement as to the process and or guidelines is reached within 10 days, then it shall be by mediation by a mediator selected by the Chairperson for the time being of Lawyers Engaged in Alternative Dispute Resolution (LEADR) (or other appropriate professional body as agreed by the parties); or

2. referral of the matters in dispute to an independent expert for an expert determination. The parties agree that they will not be bound by the determination of the expert. The expert:

(a) will be a person agreed between the parties within 10 days of the dispute being referred to expert determination or failing this, the expert will be a person appointed by the Australian Insurance Law Institute (or other appropriate

professional body as agreed by the parties);

(b) will act as an expert and not as an arbitrator;

(c) will proceed in such a manner as he or she thinks fit without being bound to observe the rules of natural justice or the rules of evidence;

(d) will take into consideration all documents, information and other written and oral material that the parties place before him or her including documents, information and material relating to the facts in dispute and to arguments and submissions upon the matters in dispute; and

(e) will act with expedition to provide the parties with a determination in writing within 35 days of the referral to him or her of the matters in dispute.

Both parties must use their best endeavours to achieve resolution by the selected process and further agree that neither party will initiate litigation (as set out in clause (c) below) without first pursuing such informal resolution techniques in good faith;

In the **Event** that the dispute is not resolved by such informal process within 35 days of the Dispute Notice (or such other period as agreed in writing between the parties) the dispute shall be referred to litigation.

(c) Following either a mediation or an expert determination pursuant to clause (b) of this provision, either party may then initiate proceedings in any competent Court in the Commonwealth of Australia in relation to the matters in dispute.

Such proceedings may only be commenced on 14 days written notice to the other party and shall be determined in accordance with the law and practice applicable in such Court.

Any summons, notice or process to be served upon Underwriters may be served upon:

Lloyd's Underwriters' General Representative in

Australia

Grosvenor Place, Level 32, 225 George Street, Sydney

New South Wales 2000

accept service on Underwriters' behalf.

If proceedings are instituted against any one of the Underwriters, all Underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

(d) Except where the dispute renders it impossible to do so, the parties will continue performing their respective obligations under the **Policy** while the dispute is being resolved, unless and until such obligations are terminated or expire in accordance with this agreement.

(e) Each party must use its reasonable endeavours to ensure that where a dispute is reasonably foreseeable, it is dealt with at a sufficiently early stage to ensure that there is a minimal effect on the ability of either party to perform its obligations under the **Policy**.

(f) Notwithstanding anything in this **Policy Schedule**, either party may at any time commence Court proceedings in relation to any dispute or claim arising under, or in connection with the **Policy** where the party seeks urgent interlocutory relief.

Several Liability Notice (Insurance) LSW 1001INS

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing.

General Definitions

Words shown in bold have a particular defined meaning. **You** should refer to these Definitions and the Definitions contained in each **Section** to obtain the full meaning of such terms. Also, where the context requires:

- 1) words in the singular will include the plural and vice

versa; and

- 2) words expressed in one gender shall include all genders; and
- 3) references to 'a person' shall include any individual, company, partnership or any other legal entity;
- 4) Any phrase introduced by the term 'include', 'including', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding that term.
- 5) references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

All headings within this **Policy** are included for convenience only and will not form part of this **Policy**.

Breakage means:

- 1) for laminated glass, a fracture extending through the entire thickness of a lamination; and
- 2) for all other types of glass, a fracture extending through the entire thickness of the glass.

Buildings means the fixed permanent structures at the **Risk Address** or within the boundaries of the **Risk Address** owned by **You** or for which **You** are responsible for or which **You** have assumed a responsibility to insure prior to the occurrence of any **Loss** or **Damage**, and which is used for the purpose of the **Business**.

Buildings include:

- 1) fixture and, fittings in or on the structures,;
- 2) telephone, gas, water and electricity meters, piping, ducting, trunking, cables, wires and associated control gear, instruments and accessories and the like, including such property for which you are responsible but which is in or under adjoining yards or roadways extending to either:
 - the public mains and which partly or wholly serves to supply the **Risk Address**; or
 - up to fifty (50) metres beyond the perimeter of the **Risk Address**;

whichever is the lesser;

- 3) walls, gates, fences, paths, driveways, car parks, piers, jetties and any other structural improvements;
- 4) Fixed solar panels physically attached to the permanent structures ;
- 5) bridges, wharves and docks

Building Management Committee means a management group as outlined on a Strata Management Statement, Building Management Statement or Community Management Statement which comprises of representatives of the owners of the various parts of the building. Building Management Statement or community management statement.

Bushfire means:

- i. Any wildfire, wildland fire, forest fire, vegetation fire, grass fire, peat fire, brush fire, hill fire, desert fire, veld fire, escaped prescribed fires, escaped wildland fire or any other uncontrolled or unplanned fire or equivalent thereof and regardless of originating cause.
- ii. The perils originating or resulting or following from a cause described in paragraph (i) above include, but are not limited to, damage from, smoke (being smoke that is visible to the unaided human eye, or odour from smoke that is detected by the unaided human nose of an average person, and not by the subjective senses of the named insured or by laboratory testing), soot, fumes, heat, cinders, embers, or other fire debris. .

Business means **Your Business**, trade or occupation carried on at or from the **Risk Address**, as shown in the Policy **Schedule**.

Common Area means land in a strata scheme as defined in the Strata Legislation that is vested in the Body Corporate and is not a Lot, Stratum Lot or Volumetric Lot.

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 1) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

- 2) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 3) the disease, substance or agent can cause or threaten **Damage** to human health or human welfare or can cause or threaten **Damage** to, deterioration of, loss of value of, marketability of or loss of use of **Property Insured** hereunder.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party:

Computer Virus means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a **Computer System** or network of whatsoever nature, including but is limited to 'Trojan Horses', 'worms' and 'time or logic bombs'

Contents means all property owned by **You** or for which **You** are responsible or which **You** have assumed a responsibility to insure prior to the occurrence of any **Loss** or **Damage**, and which is used for the purpose of the **Business**. **Contents** includes:

- 1) all **Business** furniture, utensils of trade, shelving, decorations, display stands, machinery, plant and equipment;
- 2) tenants' fixtures and fittings where **You** are the tenant;
- 3) landlord's fixtures and fittings and glass for which **You** as tenant are legally liable;
- 4) patterns, models, moulds and dies, but limited to the value of such items in **Your** financial records if not replaced;

5) Documents.

Contents does not include **Lot Owners' Contents, Buildings or Stock**.

Contents & Stock means **Contents** and **Stock** as each word is defined in this **Policy**.

Contents & Stock in Trade means **Contents** and **Stock in Trade** as each expression is defined in this **Policy**.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**, including but not limited to **Hacking** or **Phishing**.

Cyber Incident means:

- 1) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- 2) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Cyber Loss means any **Loss, Damage**, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Computer Virus, Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Computer Virus, Cyber Act** or **Cyber Incident**.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used accessed, processed, transmitted or stored by a **Computer System**

Documents means documents, manuscripts, **Business** books, computer systems' records, plans or designs.

Earthquake means a sudden violent shaking of the ground, caused by movement of tectonic plates along a fault line in the earths crust and shall include subterranean fire, volcanic

eruption or fire resulting from any of these.

Employee means Any individual who was, is, or may become engaged under a contract of service with **You**.

Event means one incident or all incidents of a series consequent on, or attributable to, one source or original cause.

Excess(es) means the amount specified in the **Schedule, Your Policy**, or an endorsement to **Your Policy** that **You** must pay in respect of each **Event** or **Occurrence** giving rise to a claim.

External Glass means external fixed glass, perspex and plastic material forming part of the **Building** at the **Risk Address** and any ceramic tiled shop fronts, shatter resistant, reflective or window tinting film affixed thereto.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of:

- 1) any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or
- 2) any reservoir, canal, or dam.

Hacking means the unauthorized access to any **Computer System** or item which processes, stores or retrieves **Data**, whether **Your** property or not

Indemnity Value means the cost necessary to reinstate, replace or repair the property to a condition substantially the same as but not better or more extensive than its condition at the time of the **Loss** or **Damage**, taking into consideration age, condition and remaining useful life.

Insured Property / Property Insured means:

- a) **Buildings**;
- b) **Contents**; and
- c) other property shown "Insured" in the Policy **Schedule** with a **Sum Insured**.

Internal Glass means all fixed internal glass, perspex and plastic material including glass, perspex and plastic material **Used** in any of the following namely cabinets, table tops, counter tops, shelves, refrigeration cabinets, showcases,

internal light fittings, mirrors (other than hand mirrors) and also including vitreous china lavatory pans, urinals and hand basins, showcase frames, display cabinets, counter frames, all located at the **Risk Address**, and all of which is owned by **You** or for which **You** are responsible.

Loss or Damage means physical loss of, destruction of, or damage to property from any sudden and accidental cause not otherwise excluded by this Policy. (This definition applies to all sections except Section 10 where it is specifically defined).

Lot means one or more cubic spaces shown on a floor plan relating to a scheme in accordance with the relevant Strata Legislation, and which is not Common Property.

Lot Owner means a person, persons or other entity registered as the owner of a **Lot**.

Member(s) means and is limited to the interest of Proprietors, **Members**, **Lot Owners** or Shareholders in respect of the ownership of **Your Property Insured** in terms of the Strata Titles Legislation in the State or Territory where the **Property Insured** is located. Their interest or liability as owner/occupier of a **Lot** is not included unless otherwise specifically provided by the **Policy**.

Money means cash including coins and banknotes, credit card vouchers, cheques, money orders, unused postal and revenue stamps (including the value of prepaid franking machine credits), telephone cards, metropolitan transit tickets, lottery tickets (for their purchase cost only) and negotiable securities, notes and instruments, all belonging to **You** or for which **You** are responsible or have assumed a responsibility to insure.

Occurrence(s) means an **Event** neither intended nor expected by **You**.

With respect to **Advertising Liability** all **Damages** involving the same injurious material or act, regardless of the frequency or repetition thereof, the number and kind of media **Used** and the number of claimants shall be deemed to arise out of one **Occurrence**.

Office Bearer means a chairperson, secretary, treasurer or member of any Management Committee or sub-committee established for the purposes of managing the operation, care

and maintenance of the **Property Insured**.

An **Office Bearer** includes a **Strata Manager** appointed as an agent of an **Office Bearer** or member of a Management Committee and exercising the delegated functions of an **Office Bearer**, but not when the **Strata Manager** is acting in their own professional capacity.

In respect to a Building Management Committee or Principal Body Corporate, an **Office Bearer** is a chairperson, secretary or treasurer of the Building Management Committee or Principal Body Corporate, or a representative of a member of the Building Management Committee or Principal Body Corporate that is authorised to vote on behalf of a member of the Building Management Committee or Principal Body Corporate at its meetings.

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

Personal Injury means:

- 1) bodily injury (including death and illness), disability, fright, shock, mental anguish, mental injury or **Loss** of consortium;
- 2) false arrest, wrongful detention, false imprisonment, malicious prosecution or humiliation;
- 3) wrongful entry or eviction or other invasion of privacy;
- 4) libel, slander or defamation of character;
- 5) assault and battery not committed by **You** or at **Your** direction unless committed for the purpose of preventing or eliminating danger to person or property.

Phishing means any access or attempted access to **Data** made by means of misrepresentation or deception.

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

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and **Waste**.

Pollution means:

1) In respect of sections 1-8 & 10:

- a) seepage of or pollution and/or contamination by anything, including but not limited to that which is designated by any governmental, public or regulatory body or authority as toxic, hazardous, dangerous or deleterious to persons, property or the environment under any law, ordinance, regulation or decree.
- b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment

2) In respect of Section 9, the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **Pollutants** into or upon any property, land, the atmosphere or any watercourse or body of water, including ground water.

Property Damage (Applicable to Section 10 – General Liability) means:

- 1) accidental physical **Damage** to or destruction of tangible property including its loss of use following such physical **Damage** or destruction; or
- 2) Loss of use of tangible property which has not been physically **Damaged** or destroyed provided that the loss of use has been caused by an **Occurrence**.

Risk Address means the location of the **Business** shown in the Policy Schedule.

Schedule means the certificate of insurance issued by **Us** and forming part of **Your Policy** that records **Your** name and address, **Policy** number, the **Period of Insurance**, details of the insurance etc. It also includes:

- 1) any endorsements or variations to the standard Policy wording contained in this booklet that **We** have agreed to and confirmed in writing;
- 2) if **Your Policy** has been renewed, the relevant renewal certificate; and
- 3) a reference to an interim cover certificate or cover note, being a certificate issued by **Us** to provide **You** with temporary insurance.

Section means each of the classes of insurance contained in

this document. The **Sections** that apply to **You** are shown in the **Schedule**.

Stock means:

- 1) **Stock in Trade**;
- 2) **Tobacco Products**.

Stock in Trade means:

- 1) merchandise (other than **Tobacco Products**) including **Stock** in the course of production, promotional merchandise and packaging materials and/or containers, which **You** own or for which **You** are responsible;
- 2) customers' goods not belonging to **You** but for which **You** are responsible.

Storm Surge means an abnormal rise or fall in the level of the sea caused by the winds of an intense storm or cyclone.

Strata Manager means a person or other entity appointed in writing by Your Strata Community with delegated functions including the authority to act as an **Office Bearer** in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where **Your Insured Property** is situated.

Sum(s) Insured means the relevant amount shown in the **Schedule**.

Territorial Limits

Means:

- a) Anywhere in the world, except North America; and
- b) North America if the **Personal Injury, Property Damage** or **Advertising Injury** arises from:
 - i. **Products** exported into those countries; or
 - ii. Work performed by travelling employees and/or directors whose normal place of residence is outside of North America.

Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar

purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Tobacco Products means stock consisting of cigarettes, e-cigarettes, vapes, tobacco, cigars or any other **Product** which contains tobacco or nicotine which **You** own or for which **You** are responsible.

Waste means any material or substance that is discarded abandoned or intended to be discarded or abandoned, including but not limited to materials or substances intended to be recycled, reconditioned or reclaimed.

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

We, Us, Our, Insurer or Underwriter means Certain Underwriters at Lloyd's and where the context requires, The Barn Underwriting Agency or Market Lane Insurance Group Pty Ltd

You , Your , Insured means the person(s) or entity named in the **Schedule** as the insured.

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

General Conditions

These General Conditions apply to all **Sections** of this **Policy**. In addition to these General Conditions, each **Section** of this **Policy** may also be subject to Specific Conditions and/or the separate Risk Management Conditions.

1) Alteration of **Your** risk

If **You** become aware of any changes to **Your Business** or other circumstances during the **Period of Insurance** that may result in an increased risk of destruction, **Loss** or **Damage** to **Your** property insured under this **Policy** or liability to third parties, **You** must notify **Us** of these changes in writing as soon as possible.

If **You** are a property owner insuring **Buildings** under this **Policy** at a **Risk Address** that **You** lease, **You** must inform **Us** within thirty (30) days from when **You** first become aware of any:

- a) changes of tenants; and/or
- b) changes, whether total or partial, to the occupancy of the **Buildings**; at the **Risk Address** during the **Period of Insurance**.

No change in this **Policy** or acceptance of any alteration of risk or changes shall take effect until we have confirmed cover in writing and **You** have **Us** any additional premium **We** may require.

Your failure to notify **Us** of the alteration of risk or changes could result in **Us** **reducing our liability by** declining a claim totally or partially and/ or cancelling or voiding the **Policy**, except where **We** expressly allow alterations in risk in the relevant **Sections** of **Your Policy**.

2) Assistance

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

3) Cancellation

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

You may cancel this **Policy** by giving written notice to **Us**. After cancellation by **You**, **We** will refund to **You** the pro-rata premium calculated on the unexpired **Period of Insurance** from the date of cancellation.

We may cancel this **Policy** under any of the circumstances as set out in the Insurance Contracts Act 1984.

When the premium is subject to adjustment, cancellation will not affect **Your** obligation to supply such information as **We** may require for the adjustment of the premium.

Cancellation will not affect **Your** obligations to pay the amount

of adjustment premium applicable up to the date of the cancellation.

4) Claiming under more than one Section

You may not submit a claim under more than one **Section** which seeks the same indemnification in respect of the same cause of loss or costs associated with that loss in any one period of insurance. However, where it is possible for **You** to claim for the same event under more than one **Section**, **We** will consider the section which offers the maximum amount of settlement to **You**.

5) Currency

The currency applicable to this **Policy** shall be in Australian Dollars (AUD) and all references to dollar amounts will be taken to be AUD unless otherwise stated.

6) Excesses

Sums Insured, limits and sub-limits of liability shall apply in addition to, and shall not be reduced by, the amount of any applicable **Excess**. Where two or more different **Excesses** apply to an **Event** or **Occurrence** giving rise to a claim, only the greatest of those **Excesses** shall be applied to the whole claim.

7) Fraud

All benefits may be forfeited, **Our** liability reduced and/ or **Your Polic(ies)** cancelled if **You** or any person acting with **Your** knowledge or consent or on **Your** behalf:

- a) engages in any dishonest or fraudulent activity as a means to obtain benefit from this **Policy**; or
- b) wilfully causes any **Loss, Damage**, or liability.

8) Goods and Services Tax (GST)

The limits of cover that **You** choose should exclude Goods and Services Tax (GST).

If **You** are not registered for GST in the **Event** of a claim **We** will reimburse **You** the GST component in addition to the amount that **We** pay.

The amount that **We** are liable to pay under this **Policy** will be reduced by the amount of any input tax credit that **You** are or

may be entitled to claim for the supply of goods or services covered by that payment.

If **You** are entitled to an input tax credit for the premium, **You** must inform **Us** of the extent of that entitlement at or before the time **You** make a claim under this **Policy**. **We** will not indemnify **You** for any GST liability, fines or penalties that arise from or are attributable to **Your** failure to notify **Us** of **Your** entitlement (or correct entitlement) to an input tax credit on the premium.

If **You** are liable to pay an **Excess** under this **Policy**, the amount payable will be calculated after deduction of any input tax credit that **You** are or may be entitled to claim on payment of the **Excess**.

9) Inspection & audit

The **Insurer** is permitted, but not obliged, to inspect the Insured's property and operations at any reasonable time and frequency.

Neither the **Insurer's** right to make inspections, the making of them, or any report on them constitute an undertaking on behalf of or for the benefit of the **Insured** or others, to determine or warrant that such property or operations are safe, fit for purpose or compliant with any rule or regulation.

Upon reasonable request by **Us**, **we** may examine and audit the **Insured's** books and

records and have reasonable access to **Your** employees at any time during the **Period of Insurance** and within three (3) years after the end of this **Policy** as far as they relate to the subject matter insured.

10) Non-imputation

Where this **Policy** is arranged in the joint names of more than one Insured:

- a) Each **Insured** shall be covered as if it made its own proposal for this **Policy**;
- b) Any declaration, statement or representation made in any proposal will be construed as a separate declaration, statement or representation by each Insured; and
- c) Any knowledge possessed by any **Insured** shall not

be imputed to the other **Insured(s)**.

11) Other insurances

Where this **Policy** covers damage to **Your** property, business interruption, money, or breakdown, if at the time of any claim, there is any other insurance covering the same risk or any part thereof **We** will not be liable for more than **Our** rateable proportion.

In respect of all other coverages, if at the time of any claim under this **Policy** there is any other insurance available to **You** (other than insurance that is specifically stated to be in excess of this **policy** and names **You** as the insured under that insurance), then this **Policy** will be in excess of and will not contribute with such other insurance.

12) Other parties

When this **Policy** covers the interest of more than one party, any act or omission of an individual party will not prejudice the rights of the remaining parties, provided that on becoming aware of any act or omission relevant to **Our** acceptance of the risk or which increases the risk of **Loss, Damage** or liability, the remaining parties give notice as soon as practicable in writing of the circumstances to **Us** and agree to pay such reasonable additional premium **We** may require.

All persons entitled to claim under the **Policy** are bound by the Terms and Conditions of the **Policy**.

Non assignment

You cannot transfer the **Policy** into someone else's name, nor assign any interest without **Our** prior written consent.

13) Premium adjustment

If the premium for this **Policy**, or part of it, were calculated on estimates furnished by the **Insured**, then the **Insured** shall keep accurate records containing all the particulars relative to those estimates and shall at any reasonable time and frequency allow the **Insurer** to inspect such records.

The **Insured** must within thirty (30) days after the expiry of

each **Period of Insurance** furnish the

Insurer with such particulars and information relating to the estimates as identified by the **Insurer** as being required for the calculation and as the Insurer may reasonably require.

The premium for that period will be adjusted, and any difference paid or allowed to the Insured, as the case may be, subject to receipt and retention of any minimum premium charged by the Insurer at its absolute discretion.

14) Preventing **Our** rights of recovery

If **You** have agreed not to seek compensation from another person or entity who is liable to compensate **You** for any **Loss, Damage** or liability which is covered by this **Policy**, **We** shall not cover **You** under this **Policy** for that **Loss, Damage** or liability, except in the following circumstances:

- a) **We** waive any rights and remedies or relief to which **We** are or may become entitled by subrogation against:
 - (i) any co-insured (including its directors, officers and employees);
 - (ii) any corporation or entity (including its directors, officers and employees) owned or controlled by **You** or against any co-owner of the property insured under this **Policy**;
- b) **You** may without prejudicing **Your** position under this **Policy**:
 - (i) release any statutory governmental, semi-governmental or municipal authority from any liability if required by any contract to do so;
 - (ii) agree to enter into a contract for storage of goods or merchandise if the terms of the contract include a disclaimer clause;
 - (iii) agree to enter into a lease for occupancy of any **Building** or part of a **Building** or a lease or hiring of property where the terms of the lease or hiring include a disclaimer clause in favour of the lessor or the owner.

15) Reasonable care

You must take all reasonable care:

- a. for the safety of **Your** property insured under this **Policy**;
- b. to ensure that only competent employees are employed;
- c. to maintain the structure, fittings, fixtures, furnishings, appliances, machinery, implements and plant in sound condition at the **Risk Address**;
- d. to comply with any law, by-law, safety requirement, Australian standard or regulation of any government or local government body or municipal regulation (including work health and safety laws), including but not limited to those covering the disposal of **Waste** and the handling, storage or use of flammable liquids or substances, gasses or toxic chemicals or any other hazardous goods.
- e. Prevent **Personal Injury, Property Damage** and **Advertising Injury**;
- f. Prevent the manufacture, sale or supply of defective **Products**; and
- g. Comply and ensure that the Insureds employees, workers, servants and agents comply with all statutory obligations, by-laws or regulations imposed by any public authority for or in connection with the safety or persons and property.
- h. At the **Insured's** own expense take reasonable action to trace, recall or modify any **Products** containing any defect or deficiency which defect or deficiency the **Insured** has or should have knowledge of or as reason to suspect.

We shall not be liable for **Loss**, destruction, **Damage**, liability, accidental injury or illness caused or contributed to by **Your** failure to comply with this condition.

16) Reinstatement of **Damage** by **You**

If **You**, after obtaining the consent from **Us**, reinstate **Damaged** property that is insured under this **Policy**, **We** shall pay **Your** labour costs and overhead expenses subject to the Limits Applying to the Cover. Provided that **We** will not pay more than the amount which would otherwise be required by outside contractors to do the same work.

17) Sanctions Suspension Clause

It is a condition of this insurance, and **You** agrees, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by the (re)insurer would expose **Us** to any sanction, prohibition or restriction under any:

- a) United Nations' resolution(s); or
- b) the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or Australia

Such suspension shall continue until such time as **We** would no longer be exposed to any such sanction, prohibition or restriction.

18) Unoccupancy

Cover shall be entirely suspended where the premises at the **Risk Address** are left without an inhabitant or regular attendant for any period of more than 60 consecutive days and nights, unless **Our** prior written consent (which shall not be unreasonably withheld or delayed) has been obtained before they are left so uninhabited or unattended and **You** agree to pay **Us** any additional premium that **We** may require.

Provided that suspension of cover under this general condition will not apply:

- a) to Section 10 – Public Liability; or
- b) in respect of Section 1 – **Property Damage, Loss of or Damage to Your** property insured caused by:
 - (i) lightning, **Earthquake**, tsunami;
 - (ii) impact by road vehicle or their loads, animals, trees or branches, meteorite, aircraft or other aerial devices or articles dropped from them, sonic boom or space debris, falling communication masts, towers, antennae or dishes, falling **Buildings** or structures or parts thereof none of which

belong to **You**; or

(iii) riots, civil commotions and strikes

provided that:

(iv) **You** notified **Us** that the **Building** is or will become **unoccupied** and you have paid any additional premium that we require;

ensured the unoccupied building has all ground floor windows and letterboxes securely boarded over and all measures used to protect the **buildings** are in full force and effect.

19) Waiver of subrogation

We agree to waive its rights of subrogation under this **Policy** against:

a) Each **Insured**;

Any corporation, organisation or person which or who owns or controls the majority of the capital stock of any corporation or organisation that is an **Insured**. Where such corporation, organisation or person is covered by any other **Policy** of insurance or indemnity, The **Insurer's** right of subrogation is not waived to the extent of cover and up to the amount of such other cover;

b) Any government, public or local authority, statutory authority or any landlord insured (as defined) but only to the extent required by such **Incidental Contract**.

20) Workers compensation

The insurances provided by this **Policy** do not include workers compensation. It is compulsory for all employers to insure for workers compensation and a separate **Policy** must be arranged where required by law.

Claims Conditions

These Claims Conditions apply to all **Sections** of the **Policy**. In addition to these Claims Conditions, the General Conditions and/or separate Specific Conditions of each **Section** also apply.

1) Notification of Claims

On the happening of any **Event**, the **Insured** shall provide written notice immediately or as soon as reasonably practicable to **Insurer(s)** and shall (within thirty (30) days after such loss, destruction or damage or such further time as the Insurer(s) may in writing allow), at the Insured's own expense, deliver to the Insurer(s) a claim, in writing containing as particular an account as may be reasonably practicable of the several articles or portions of property lost, destroyed or damaged and of the amount of loss, destruction or damage thereto, having regard to their value at the time of the loss, destruction or damage, together with details of any other insurances on any property hereby insured.

2) Claims Conditions

On the happening of any **Event**, or as soon as reasonably practicable, the **Insured** shall:

- a) take all reasonable precautions to prevent or minimise further **Loss, Damage** or liability;
- b) notify the police as soon as practicable if any of **Your Property** is lost, stolen, maliciously or intentionally **Damaged**, or such **Loss** is attempted or suspected;
- c) take all reasonable steps to recover lost or stolen property, and assist in apprehending any guilty party;
- d) keep any **Damaged** or recovered stolen property and allow **Us** to inspect it if necessary;
- e) give **Us** the opportunity to inspect any **Loss** or **Damage** before **You** carry out any repairs unless repairs are necessary to protect the property insured under this **Policy** from further **Loss**;
- f) obtain **Our** consent before **You** authorise or commence repairs or otherwise incur any cost, unless the repair or cost is necessary to protect the

property insured under this

Policy from further **Loss**;

- g) Take all reasonable precautions to preserve or recover anything which might prove necessary or useful by way of evidence in connection with any claim;
- h) The **Insured** must not, without **Our** written consent (which shall not be unreasonably withheld or delayed), make any admission, offer, promise or payment in connection with any **Occurrence** or claim.
- i) **We** shall not be liable for **Loss**, destruction, **Damage**, liability, accidental injury or illness caused or contributed to by **Your** failure to comply with this condition.

3) Litigation or Legal Proceedings

We will have full discretion in the conduct of any proceedings in connection with any claim and the **Insured** shall give all relevant information and assistance as **We** may require.

4) Conduct of defence and recovery actions

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

5) Discharge of liability (Applicable to Section 10)

We may at any time pay to the Insured, in respect of all claims against the Insured arising directly or indirectly from one **Occurrence**, the **Limit of Liability** (after deduction of any amount(s) already paid by the **Insurer** in respect of those claim(s)). This payment will extinguish all liability under the

Policy in connection with such claim or claims, including **Defence Costs and Expenses**.

3.13 Prevention of Loss

In the **Event** of an **Occurrence**, the **Insured** must take at the **Insured's** expense all reasonable steps to prevent other **Personal Injury, Property Damage** or **Advertising Injury** arising out of the same or similar conditions.

1) Notices (Applicable to Section 10)

As soon as possible **You** are to provide **Us** with written notice and all relevant information of:

- a) every **Occurrence**, claim, writ, summons, proceedings, impending prosecution and inquest which may result in a claim under **Your Policy**, whether or not **You** believe any claim may fall below the **Excess** stated in the **Schedule**; and
- b) every change materially varying any of the facts or circumstances existing at the commencement of **Your Policy** that shall come to **Your** knowledge.

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

Notices given by **Us** shall be effective upon receipt by **You** if **We** send them by facsimile, telex or electronic mail message.

In the case of notices by post, they will be effective three business days after **We** post them.

2) Subrogation

In the **Event** of payment under this **Policy** to or on behalf of the **Insured**, the **Insurer** is subrogated to all the **Insured's** rights of recovery against all persons and organisations and the **Insured** shall execute and deliver instruments and papers and do all that is necessary to assist in the exercise of such rights.

3) Under insurance

The **Property Damage** and Business Interruption Sections of this **Policy** are subject to an under insurance/average condition. The under insurance/average condition which applies will be specified in the Section of the Policy for which cover is afforded. The effect of this condition is that if,

at the time of **Loss** the **Sum Insured** is less than the full value of the property or income insured, then **You** may not be covered for **Your** full **Loss**. It is **Your** responsibility to ensure the adequacy of **Sums Insured** and **You** should re-assess these **Sums Insured** during the currency of the **Policy** and prior to renewal each year.

Risk Management Conditions

These Risk Management Conditions apply to all **Sections** of the **Policy**. In addition to these Risk Management Conditions, the General Conditions and/or separate Specific Conditions of each **Section** also apply.

If you do not comply with any part of any Risk Management Condition set out below, **We** will not pay for any claim or reduce the amount payable, where the condition concerned would, if complied with, reduce:

- a) losses of a particular kind;
- b) loss at a particular location;
- c) losses of a particular time.

If **You** can show that non-compliance with the condition could not have increased the risk of the loss that actually occurred in the circumstances that occurred, **We** shall provide indemnity as though the non-compliance had not occurred.

1) Ammonia Refrigeration Systems

Where Ammonia refrigeration systems are used at the **Risk Address**, it is a condition of this **Policy** that an 'Ammonia Detection System' must be installed, in operation at the **Risk Address** and monitored regularly.

2) Commercial Cooking

Where cooking for commercial purposes occurs at the **Risk Address**, it is a condition of this **Policy** that:

- a) All **Deep Frying and Cooking Equipment** must be installed, operated and maintained in accordance with the manufacturer's instructions;
- b) all **Deep Frying and Cooking Equipment** is fitted with a thermostat which prevents the temperature of fat or oil

exceeding 205 degrees Centigrade (401 degrees Fahrenheit);

- c) where a separate high temperature safety thermostat is fitted, this is set to a temperature of no greater than 230 degrees Centigrade (450 degrees Fahrenheit);
- d) all **Deep Frying and Cooking Equipment** including flues and extract system ducting is kept from contact with and not in close proximity to combustible material including any such material within or forming part of the **Buildings**;
- e) all extraction hoods, canopies, canopy exhaust plenums, filters and grease traps are thoroughly cleaned over the entire internal and external areas by the removal of all greasy and oily deposits and other **Waste** every 14 Days;
- f) the entire internal area of all flues and extraction ducting, including extraction motors and fans, are thoroughly cleaned, by the removal of all greasy and oily deposits and other **Waste**, at least every six months.

If the entire internal area of all flues and extraction ducting, including extraction motors and fans, have not been so cleaned within six months prior to the inception of this insurance or the addition of this condition, then they must be cleaned within thirty (30) days of the commencement of the **Period of Insurance** or the additional of this condition.

- g) A written record of all such cleaning including details of any contractors employed together with invoices for such work is kept at an alternative location.
- h) Australian Standard compliant fire extinguishers and/or blankets are kept in all frying and cooking areas and staff are trained in their **Use**;
- i) no **Deep Frying and Cooking Equipment** is left unattended while the heat source is operating nor for a period of twenty minutes after the heat source has been switched off.

For the purpose of this Condition, **Deep Frying Equipment** means equipment **Used** for frying of food and related products by immersing in fat or oil.

3) External Storage Condition

It is a Condition of this **Policy** that externally stored

combustible material including plastic & timber crates, pallets and other combustible material, must be kept in a designated area a minimum of three (3) metres from any Insured **Building**

4) Fire Protection & Safety - Equipment and Maintenance Condition

It is a condition of this **Policy** that **You** must adhere to the applicable Australian Standards for the installation and maintenance of all required Fire Protection & Safety equipment at the **Risk Address**. For **Your** reference, these standards generally include:

- a) AS 2441 Installation of fire hose reels
- b) AS 1221 Fire Hose Reels Maintenance
- c) AS 2444 Portable fire extinguishers and fire blankets - Selection and location
- d) AS 1851 Maintenance of Fire Protection Systems and Equipment
- e) AS 3786 Smoke alarms

Full details of each Aust Standard can be found at -

www.standards.org.au

5) Insulated Sandwich Panels

Any **Buildings** Insured with **Insulted Panelling** including walls, doors, ceilings, integrated systems or other installations at the **Risk Address** must at all times:

- a) have any surface penetrations, openings, holes, or **Damage** appropriately sealed with fire collars, capped metal sleeves or other approved non-combustible filling materials. All such preventative and maintenance work must be carried out by an appropriately qualified technician.
- b) Have in place a formal hot and/or cold work permit procedure for any preventable and/or maintenance work on any **Insulated Panels** at the **Risk Address**. **You** must comply with the Australian Standard AS1674 which relates to all welding and related activities

- c) Have a clearance of 1 metre from any forklift battery recharging units from any **Insulated Panelling** and/or any combustible material;
 - i. As an alternative to the 1 metre clearance, the battery charging unit may be lined with a suitable non-combustible protective material installed by an appropriately qualified technician.
 - ii. Clearly defined and highlighted zones on the **Building** floor must be painted to designate the minimum clearances from the charging station.

Additionally, battery chargers should not be placed in racking systems.

For the purpose of this Condition, **Insulated Panelling** means any sandwich structured composite, consisting of an insulating layer of rigid core sandwiched between two layers of structural board, used as a **Building** material. The board can be sheet metal, plywood, cement, magnesium oxide board (MgO) or oriented strand board (OSB), and the core can either be expanded polystyrene foam (EPS), extruded polystyrene foam (XPS), polyisocyanurate foam, polyurethane foam, or be composite honeycomb (HSC).

6) Smoking Controls Condition

It is a condition of this **Policy** that an any designated smoking area at the **Risk Address** must be clearly defined and not within five (5) metres any Insured **Building**. Non-combustible receptacles must be provided and emptied daily.

7) Welding & Hotworks

It is a condition of this **Policy** that where the **Insured** is conducting any hotworks at the **Risk Address**, including welding, cutting, grinding and allied processes, must be carried out by or on behalf of **You** in full compliance with Australian Standard 1674 (Safety and welding and Allied Processes) or its equivalent.

General Exclusions

Commercial Strata Insurance Policy CSIP2025.5

The Barn Underwriting Agency – Trading as a Business Name of Market Lane Insurance Group Pty Ltd

ABN 15 625 224 642 | AFSL 509709

These General Exclusions apply to all

Sections of the **Policy**. In addition to these General Exclusions, each **Section** of this **Policy** will be subject to specific Exclusions.

We will not pay for any:

- a) **Loss, Damage**, consequential **Loss**, cost or expense, or
- b) Compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly:

caused by, contributed to by, resulting from, or arising out of or in connection with, or attributable to, or occurring concurrently or in any sequence with:

1) War & Civil War

war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

2) Biological or Chemical Materials

the actual or threatened malicious **Use** of pathogenic or poisonous biological or chemical materials regardless of any other cause or **Event** contributing concurrently or in any other sequence thereto.

3) Communicable Disease

Communicable Disease or the fear or threat (whether actual or perceived) of a **Communicable Disease**, including but not limited to any cost to clean-up, detoxify, remove, monitor or test:

- (i) for a **Communicable Disease**, or
- (ii) any property insured hereunder that is affected by such **Communicable Disease**.

This Exclusion applies to all coverage extensions, additional coverages, exceptions to any Exclusion and other coverage grant(s).

4) Microorganism

mold, mildew, fungus, spores or other microorganism of any

type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health. regardless where there is

- (iii) any physical **Loss** or **Damage** to insured property;
- (iv) any insured peril or cause, whether or not contributing concurrently or in any sequence;
- (v) any loss of use, occupancy, or functionality; or
- (vi) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

5) Consequential **Loss** (Applicable to Sections 1 – 9)

Any consequential Loss of any description except as specifically stated in Your Policy. Provided that this Exclusion does not apply to Section 10 – General Liability.

6) Cyber

a) **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any **Cyber Act** or **Cyber Incident**; or

b) Loss of use, reduction in functionality, repair, replacement, restoration, reproduction, **Loss**, or theft of any **Data**, including any amount pertaining to the value of such **Data**.

regardless of any other cause or **Event** contributing concurrently or in any other sequence thereto.

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

This Exclusion supersedes any other wording in the **Policy** or any endorsement thereto having a bearing on a **Cyber Act**, **Cyber Incident** or **Data**, and, if in conflict with such wording, replaces it.

If **We** allege that by reason of this Exclusion that **Loss** sustained by the **Insured** is not covered by this **Policy**, the burden of proving the contrary shall be upon the **Insured**.

7) **Electronic Data** Any consequence of:

- a) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **Data**;

- b) error in creating, amending, entering, deleting or using **Data**;
- c) total or partial inability or failure to receive, send, access or use **Data**, for any time or at all; or
- d) any Business Interruption losses resulting therefrom;

regardless of any other contributing cause or **Event** whenever it may occur, unless any of the matters described in clauses a) to d) above are:

- i. directly caused Fire, explosion, lightning, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freezing, **Weight** of snow, impact by aircraft or other aerial objects dropped therefrom, impact by any road vehicle or animal, bursting overflowing discharging or leaking of water tanks apparatus or pipes:

or

- ii. the result of theft of **Data** solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such **Data**, but only where the property is insured and the appropriate covers have been selected and paid for and are included in **Your Schedule**.

For the purposes of the basis of settlement provisions in this **Policy**, computer systems records include **Data**.

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

8) Radioactive Contamination and Explosive Nuclear Assemblies

- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

9) Terrorism

Any act of **Terrorism**, including any **Loss**, **Damage**, cost or expense of whatsoever nature directly or indirectly caused

by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

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

In the **Event** any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

2. any increase in insured **Loss, Damage**, cost or expense; or
3. any **Loss, Damage**, cost, expense, fine, penalty or other sum which is incurred, sustained or imposed by, or by the threat of, any judgement, order, direction, instruction or request of, or any agreement with, any court, government agency, any public, civil or military authority or any other person (and whether or not as a result of public or private litigation);

which arises from any kind of **Pollution**, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such **Pollution**.

However:

- a. If fire or explosion results from **Pollution** then **Damage** caused by such fire or explosion shall not be excluded solely by this clause. For the sake of clarity, nothing in this clause shall extend this **Policy** to insure:
 1. **Loss, Damage**, cost, expense, fine or penalty, or other sum arising from any kind of that causes or results from fire or explosion ; or
 2. **Damage** at any premises other than the premises where a fire or explosion took place; or
 3. property and/or interests other than those insured by this **Policy** against fire or explosion.
- b. If fire, lighting or explosion is the sole, immediate and direct cause of **Damage** to property insured by this **Policy** against such fire, lighting or explosion and such **Damage** is the sole, immediate and direct cause of **Pollution** of property which is:
 - a. at the same **Risk Address** as the damaged property insured; and
 - b. insured by this **Policy** against fire, lighting or explosion;

then this **Policy**, will cover

- a. the resulting damage by **Pollution** to the property Insured by this **Policy** ; and

10) **Your** willful act, omission or recklessness

Any willful act, omission or recklessness or those of **Your** agents or representatives, provided that this Exclusion will only apply to physical **Loss**, destruction or liability caused by those proprietor(s) or member(s) committing the willful act or omission or recklessness or that of their agents or representatives.

11) Russia, Belarus, Ukraine, Moldova.

- a. any entity domiciled, resident, located, incorporated, registered or established in, or
- b. any property or asset located in, or
- c. Individual that is physically within, or ;
- d. claim, action, suit or enforcement proceeding brought or maintained in;
- e. or payment in

Belarus (Republic of Belarus), the Russian Federation, Ukraine (including any disputed regions of Ukraine and including the Crimean Peninsula) or the Republic of Moldova.

This Exclusion will not apply to any coverage or benefit required to be provided by **Us** law or regulation applicable to that insurer, however the terms of any sanctions clause will prevail.

I. Seepage and/or Pollution and/or Contamination Exclusion

In respect of sections 1-8, inclusive only:

1. any **Loss, Damage**, cost or expense; or

- b. the reasonable and necessary expense incurred by the **Insured** for debris removal and/or cleanup at the **Risk Address** where damage by fire, lighting or explosion occurred; and made necessary solely by the resulting damage by **Pollution**

but which shall in no event shall such resulting damage by **Pollution** include any expense of clean up or removal of land, water or air.

The cover provided for resulting damage by **Pollution** is subject to:

- a. **we** have paid or agreed to pay for the direct **Damage** fire, lighting or explosion or, but for the operation of an **Excess**, would have paid for such **Damage**; and
- b. within one year of the commencement fire, lighting or explosion, **You** became aware and advised **Us** of the amount of the resulting damage by **Pollution**, including any such loss or damage that may be covered by sections 2- 8 of this **Policy**.

Nothing in this clause, shall extend this **Policy** to cover any condition that existed prior to the commencement of the fire, lighting or explosion nor to insure any Loss, Damage, cost, expense, fine, penalty, or other sum which is incurred, sustained or imposed by, or by the threat of, any judgement, order, direction, instruction or request of, or any agreement with, any court, government agency, any public, civil or military authority or any other person (and whether or not as a result of public or private litigation) from any cause.

The maximum amount for Losses covered under sections 1-8 of this **Policy** that form subject of this Clause I. b) shall not exceed the amount stated in the **Schedule**.

SECTION 1 – Property Damage

The Cover

Where **Property Damage** in this **Section** is shown as insured in the Policy **Schedule** with specific **Sums Insured** shown for the respective **Property Insured** items covered, **We** agree to provide **You** with the insurance set out in this **Section**.

The Important Information, General Definitions, General Conditions and General Exclusions Sections are also applicable to this Section.

Definitions Applicable to Section 1

Words shown in bold have a particular defined meaning. **You** should refer to these Definitions and the General Definitions contained in this Policy to obtain the full meaning of such terms. Also, where the context requires:

- 1) words in the singular will include the plural and vice versa; and
- 2) words expressed in one gender shall include all genders; and
- 3) references to 'a person' shall include any individual, company, partnership or any other legal entity;
- 4) Any phrase introduced by the term 'include', 'including', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding that term.
- 5) references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

All headings within this **Policy** are included for convenience only and will not form part of this **Policy**.

Specific Exclusions Applicable to Section 1

In addition to the General Exclusions this Section does not cover any physical loss, destruction or damage occasioned by or happening through:

- 1) **We** will not pay for **Loss** of or **Damage** to:
 - a) **Property Insured** whilst in transit outside the

Risk Address;

- b) **Money;**
- c) the personal property of **Your** directors, partners and employees that is not at the **Risk Address** at that time;
- d) standing timber, growing crops, plants, potted plants, lawns, land including top soil and fill, **Landscaping**, gardens and pastures, other than as specifically provided under additional benefit 17) **Landscaping;**
- e) canals, roadways and tunnels, unsealed driveways, unsealed paths, dams and reservoirs (other than tanks) and their contents;
- f) **Buildings** awaiting or undergoing demolition, unless **We** have agreed otherwise in writing
- g) **Property Insured** while and as the result of its being processed, manufactured, tested or otherwise being worked on;
- h) **Property Insured** in the open air unless it comprises or forms part of a permanent structure designed to function without the protection of walls or roofs; or
- i) motor vehicles, trailers, caravans or motor cycles all while registered or licensed to travel on a public road, provided that this exclusion does not apply to:
 - a. mobile plant and equipment not being cars, sedans, panel vans or trucks not otherwise insured; or
 - b. motor vehicles, trailers, caravans or motorcycles that are **Stock** and unregistered or unlicensed

all while at any **Risk Address**.

- j) land (including but not limited to land on which the insured property is located), water (other than water which is contained in plumbing or firefighting installations in the **Your Buildings**) or air, howsoever and wherever occurring, or any interest or right therein.

2) Unless the following items are **Stock**, **We** will not pay for **Loss** of or **Damage** to:

- a) jewellery, furs, bullion, precious metals or precious

stones.

- b) **Watercraft**, provided always that **We** will not pay for **Loss** of or **Damage** to **Watercraft** whilst in water;
- c) aircraft, provided always that **We** will not pay for **Loss** of or **Damage** to aircraft during taxiing, take-off, flight or landing;
- d) live animals, birds or fish, provided always that **We** will only pay for **Loss** or **Damage** caused by fire, lightning, thunderbolt, explosion, impact, earthquake, storm, wind rainwater, hail or snow, malicious acts or vandalism and while these items are contained within a **Building**.

3) **We** will not pay for **Loss** of or **Damage** to **Property Insured** undergoing construction, erection, alteration or addition (including partial dismantling of existing structures),

4) **We** will not be liable under this **Section** in respect of any legal liability that **You** have.

5) **We** will not pay for **Loss** of or **Damage** to **Property Insured** intentionally caused by **Your** tenants at the **Risk Address** or any other person entering the **Risk Address** with **Your** consent, other than **Loss** or **Damage** caused by or resulting from fire or explosion.

6) **We** will not be liable for any claims under this **Section** in respect of fines or penalties.

7) **We** will not pay for the cost of rewriting or recreating **Your Documents** that are stored off-site or **Your** customers' **Documents**, other than as specifically provided under Additional Benefit 22 of Section 1.

8) **We** will not pay for **Loss** or **Damage** by termination of **Your Computer System** following access by any person other than **You** or **Your** directors, partners, officers, employees or members to **Your Computer System**, via data communication media.

9) **We** will not pay for **Loss** or **Damage** occasioned through the explosion or implosion of any **Pressure Vessel**:

- a) where the load on the safety valve upon the

particular **Pressure Vessel** was in **Excess** of the manufacturer's specification at the time of any **Loss** or **Damage**; or

- b) where any safety valve on the **Pressure Vessel** was removed or rendered inoperative.

Provided that this Exclusion shall be limited to the **Pressure Vessel** immediately affected and shall not extend to other **Property Insured** as a result of such **Loss** or **Damage**.

10) **We** will not pay for **Loss** of or **Damage** to **Glass**, unless:

- a) such **Glass** suffers **Loss** or **Damage** caused by:
 - i. fire, lightning, explosion, **Earthquake**, impact, storm, wind rainwater, hail or snow; or
 - ii. strikers, locked out workers or other labour disturbances, or any other malicious persons other than where such **Glass** suffers **Breakage**; or
- b) **You** are a tenant of a **Building** and are required by the lease to insure **Glass**.

11) **We** will not pay for **Loss** of or **Damage** to **Property Insured** caused by theft, other than:

- a) **Damage** to **Property Insured** at the **Risk Address** during theft or any attempted theft; and/or
- b) theft of parts of the **Buildings** when **Buildings** are shown as insured in the **Schedule**.

12) **We** will not pay for **Loss** or **Damage** caused by or arising from:

- a) erosion, subsidence, landslide, mudslide, rockslide, settling, seepage, shrinkage or expansion of earth, vibration or other earth movement, unless caused by or arising from a direct consequence of an **Earthquake** or water escaping from a water main owned by a water supply authority;
- b) incorrect siting of **Buildings** as a result of error in design or specification, faulty workmanship or non-compliance with the requirements of any government, local government or statutory authority;

c) demolition ordered by government, public or local authorities as a result of **Your** failure or the failure of **Your** agents to comply with any lawful requirement;

d) any unexplained inventory shortages or disappearances resulting from clerical or accounting errors, or shortage in the supply or delivery of materials or goods;

e) tidal wave, water from or action by the sea, **Storm Surge** or high water. Provided further that this Exclusion shall not apply if **Loss** or **Damage** is directly or indirectly caused by an **Earthquake**;

f) **Flood**

a. Provided that this Exclusion shall not apply if **Flood** is shown as Insured on the **Schedule**, and

b. The maximum amount **We** will pay for this additional benefit is the amount shown on the **Schedule** under **Flood** for any one **Event**, subject to the **Limit of Liability** not otherwise exhausted.

g) **Bushfire**

a. Provided that this Exclusion shall not apply if **Bushfire** is shown as Insured on the **Schedule**, and then within the terms of the Bushfire Additional Benefit, and

b. The maximum amount **We** will pay for this additional benefit is the amount shown on the **Schedule** under **Bushfire** for any one **Event**, subject to the **Limit of Liability** not otherwise exhausted

We will not pay for any claim for **Loss** or **Damage** occurring within a period of two days from the original inception of **Your Policy** caused by or contributed to by:

- a) any **Bushfire** or grass fire or scrub fire; or
- b) any attempt to fight any **Bushfire** or grass fire or scrub fire;
- c) a period of seven days from the original inception of **Your Policy** caused by or contributed to by a Named Tropical Cyclone

as declared by the Australian Bureau of Meteorology

Provided that this exclusion shall not apply if:

- i. **Your Policy** commenced after another **Policy** covering the same risk has expired, without a break in cover; or
- ii. **You** have entered into a contract of sale to purchase the property at the **Risk Address**; or

13) **We** will not pay for **Loss** or **Damage** caused directly by or arising directly from in connection with:

- a) mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any instrument, machine, device or temperature controlling equipment, other than for **Loss** or **Damage** to any switchboard and associated wiring forming part of the **Property Insured** caused by the actual burning out of such part or parts by electric current;
- b) Natural aging processes, wear and tear, fading, gradual deterioration or developing flaws, normal upkeeping or making good;
- c) minor surface damage such as scratching, denting, chipping or defacing, except when caused directly by a **Defined Peril**;
- d) moths, termites or other insects, vermin, rust or oxidation, **Wet** or dry rot, corrosion, mildew, mould, change of colour, change in temperature, disease, change in flavour or texture or finish, stain or smoke from industrial operations, or alteration to the **Property Insured**;
- e) Concrete or brick decay (often termed "cancer").
- f) **Damage** caused by tree roots.
- g) Exposure to natural or artificial light sources.
- h) inherent vice or latent defect;
- i) faults or defects known to **You** or any employee whose knowledge in law would be deemed to be **Your** knowledge and not disclosed to **Us** at the time this **Policy** was arranged, extended, varied or renewed;
- j) by infidelity, dishonesty, embezzlement,

misappropriation, or fraud including forgery, erasure, counterfeiting by **You** or any other persons who have an interest in the **Property Insured**;

- k) any **Computer Virus**;
 - l) structural defects, faulty design, faulty materials or faulty workmanship;
 - m) any error or omission in design, plan or specification or failure of design; or
 - n) the cessation of work whether total or partial or the cessation, interruption or retarding of any process or operation as a result of any industrial dispute.
- 14) **Damage** from storms or rain to retaining walls.
- 15) Movement or structural damage of swimming pools or spas, including any breakage or damage to surrounding tiles or related structures.
- 16) Consequential loss of any kind including consequential loss due to delay, lack of performance, loss of contract or depreciation in the value of land or **Stock**.

Additional Benefits Applicable to Section 1

In the event of **Damage** covered under Section 1 of this Policy, we will also cover certain costs and expenses incurred as a direct result of the **Damage**, up to the specified limits below. If no specific limit is provided, coverage will extend up to the **Building(s) Sum Insured**, per **Event** or **Occurrence**.

1) Architect and Professional Fees:

We will cover architects', surveyors', consulting engineers', legal and other fees and clerks of works' salaries for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in reinstatement consequent upon damage to property hereby insured but not such costs, fees and salary for preparing any claim hereunder.

2) Removal of Debris

Subject to the liability of Insurer(s) not being increased beyond the Limit(s) of Liability, the Insurers(s) will indemnify the Insured for costs and expenses necessarily and reasonably incurred in respect of:

- a) Removal, storage, and/or disposal of debris from **Insured Damaged** property, neighbouring properties, contents of **Lot Owners and Occupiers**, and any items causing the **Damage**;
 - b) Temporary repairs, including dismantling, demolition, shoring up, propping, underpinning or any other temporary repairs consequent upon **Damage to Insured Property**;
 - C) Demolition and disposal of undamaged property portions, including foundations, if ordered by public authorities as part of rebuilding efforts.
- 3) Emergency and Temporary Protection
We will cover up to \$7,500 in costs and expenses reasonably incurred for emergency or temporary protective measures including safety of property hereby **Insured** pending repair or replacement consequent upon damage recoverable hereunder. to prevent further damage.
- 4) Government Fees and Imposts
We will cover for any fee, contribution or other impost payable to any Government, Local Government or other Statutory Authority; where payment of such fee, contribution or impost is a condition precedent to the obtaining of consent to reinstate any building(s) insured hereunder; provided that the Insurer(s) shall not be liable for payment of any fines and/or penalties imposed upon the Insured by any such Authorities
- 5) Legal Fees
We will cover for necessary legal expenses for submissions or applications to authorities or regulatory bodies related to rebuilding or repairs.
- 6) Emergency Services Damage
We will cover the necessary and reasonable costs to repair, reinstate or replace **Damaged Insured Property** caused by Police, Fire Brigades, Ambulance or other lawfully constituted emergency services in the course of their duty in the **Period of Insurance**.
- 7) Internal Wall Coverings or Paint
 Where strata legislation excludes paint and wallpaper in

units, **We** will cover the repainting or wallpapering costs within the **Damaged** rooms resulting from an insured **Event** or **Occurrence**.

8) Emergency Accommodation

We will cover up to \$2,500 per **Lot** for immediate emergency accommodation if **Lots** are deemed unfit for occupancy due to **Damage** or restricted access.

9) Alterations and Additions Coverage

We will cover up to \$250,000 for **Damage** to additions, alterations and improvements to **Insured Property** during the **Period of Insurance** but only on completion of the additions, alterations or improvements and provided **You** notify Us within thirty (30) days of the completion, or as soon as reasonably practicable.

10) Arson Reward

We will grant a reward of up to \$10,000 for information (irrespective of the number of people supplying information) which leads to a conviction for arson, theft, vandalism or malicious damage of or to **Your Insured Property**. **We** will pay the reward to the person or persons providing the information or in any other manner that **We** may decide. damage caused by arson, theft, vandalism, or malicious acts.

11) Utility Charges for Increased Usage

We will cover up to \$2,000 for increased additional metered electricity, gas, sewerage, oil, water and management charges **You** are required to pay as a direct result of physical **Loss** or destruction of or **Damage** to **Insured Property** insured hereunder.

12) Unauthorised Utility Use

If **Your Insured Property** is occupied and utilities are used without **Your** consent during the **Period of Insurance**, **We** will cover up to \$2,000 for unauthorised use of metered electricity, gas, sewerage, oil, water and management charges by the unauthorised occupants.

13) Electric Motor Fusion

We will cover up to \$5,000 for **Loss**, destruction of or

Damage to any part or parts of the electrical, electro-mechanical and electronic machines, switchboards, installations or apparatus forming part of the Property Insured (excluding rectifiers, radio, television or amplifying equipment of any description) caused by the actual burning out of such part or parts by the electric current therein.

14) Exploratory and Repair Costs

We will cover the costs necessarily and reasonably incurred up to \$1,000 by the Insured in the clearance of blocked pipes, drains, gutters, sewers, filters, pumping equipment and the like during the **Period of Insurance**, including exploratory costs, at the Premises as a direct result of damage as insured herein.

15) Fire Extinguishing Expenses

We will cover costs and expenses necessarily and reasonably incurred for the purpose of extinguishing fire at or in the vicinity of property hereby insured or threatening to involve such property or for the purpose of preventing or diminishing imminent damage to property hereby insured by any other peril insured against by this Policy, including damage to gain access and the cost of replenishment of firefighting appliances and charges incurred for the purpose of shutting off the supply of water or other substance following accidental discharge from any fire protective equipment or otherwise escaping from intended confines

16) Lock and Key Replacement

We will pay up to \$5,000 the costs of replacing locks and/or keys and/or combinations where if as a result of theft or any attempt there at the keys and/or combinations are stolen or if there are reasonable grounds to believe the keys may have been duplicated; also, the cost of opening safes and/or strongrooms as a result of theft of keys and/or combinations

17) Landscaping

We will provide cover up to \$100,000 for landscaping, which includes trees, shrubs, plants and lawns.

18) Modifications

We will provide cover up to \$25,000 in modifying the **Building** to cater for the needs of a **Lot Owner** or a member of a **Lot Owner's** family permanently residing in the Lot who is diagnosed as being paraplegic or quadriplegic as a direct result of physical loss or destruction of or damage to **Insured Property**.

19) Loss of Money

We will cover up to \$25,000 for stolen money under the following circumstances:

Item 1. Money in transit or in a Bank night safe

- a) Money in transit anywhere in Australia;
- b) Money whilst contained in a Bank night safe.

Item 2. Money at the Risk Address during Normal Business Hours

Item 3. Money at the Risk Address outside Normal Business Hours but not in a locked Safe or Strongroom.

Item 4. Money in a locked Safe or Strongroom

Item 5. Money in Your private residence or the residence of Your authorised representative provided that Our liability will cease at Bank closing time on the next Bank business day following that on which the transit of the Money to the residence was completed.

Item 6. combined Money, being Money covered under Items 1 to 5 above.

20) Mortgage Discharge Fee Contribution

We will covers up to \$5,000 towards fees to discharge a mortgage if the property is deemed a total loss and is not replaced or reinstated

21) Personal property of Others

We will cover up to \$10,000 for the physical **Loss**, destruction of or **Damage** to personal property of others whilst their property is in **Your** physical control and is not otherwise insured, but **We** will only pay the cost to replace this property with property that is substantially the same as, but not better or more extensive than, the property taking into account its age, condition, depreciation and remaining useful life at the time of the physical loss, damage or destruction.

22) Purchaser's Interest

If a purchaser has signed an agreement to buy **Your Lot**, then, pursuant to Section 1, **We** will cover a purchaser's legal interest in **Your Lot**, that agreement, until that agreement completes or is terminated.

23) Rewriting of Records

We will covers up to \$50,000 in necessary costs **You** incur in reproducing or rewriting essential records which are physically **Lost**, destroyed or **Damaged** by an **Event** or **Occurrence** insured herein.

These costs include the costs of collating information and other preparation.

24) Storage and Removal of Undamaged Portions

We will covers up to \$25,000 for the storage and/or removal of undamaged **Insured Property** during the conduct of repairs or replacement.

25) Removal of Squatters

We will pay **You** and/or the **Lot Owner** any one Claim and in the annual aggregate for legal fees necessarily incurred to remove Squatters and repossess **Insured Property** or their **Lot**.

26) Title Deeds Replacement

We will pay up to \$5,000 for the reasonable costs **You** or a **Lot Owner** necessarily incur in replacing Title Deeds to **Your Insured Property** or their **Lot** if they are **Lost** or **Damaged** by and **Event** or **Occurrence**.

27) Water Removal

We will cover up to \$2,000 for the costs necessarily incurred by **You** in removing water from the basement or undercroft area of the **Building** if the inundation is directly caused by a storm or downpour of rain.

Basis of Settlement

For the purpose of ascertaining the classification under which any property is insured, the **Insurer(s)** agree to accept the designation applied to such property by the **Insured** in its records, provided that such property is not specifically excluded by this Policy.

- 1) On **Buildings**, machinery, plant and all other property (other than those specifically excluded): the cost of reinstatement, replacement or repair in accordance with the provisions of the Reinstatement and Replacement and Extra Cost of Reinstatement Memoranda as set out herein.
- 2) If any Insured property covered by this clause is partially lost, destroyed, or damaged, our payment will not exceed the **Sum Insured**.
- 3) If it is not possible for you to rebuild any destroyed **Buildings**, you may purchase alternative **Buildings** as a replacement. This purchase will be considered equivalent to reinstatement under this insurance policy. However, under no circumstances will we pay more than the cost that would have been required to rebuild the destroyed **Building**.
- 4) Additionally, we will cover Common **Contents** up to a maximum of either 1% of the Sum Insured or any other specified amount in the Policy Schedule, whichever is higher.

Specific Conditions Attaching to the Basis of Settlement

1) Branded goods

If **We** agree to pay a claim for **Loss** of or **Damage** to branded goods, **We** will not sell them as salvage

without **Your** consent. If **You** do not agree

to **Us** selling the branded goods as salvage, **We** will only pay **You** the market value of the goods after brands, labels or names have been removed.

2) Designation of property

For the purpose of determining under which item any property is insured, **We** agree to accept the designation under which such property appears in **Your** books of account, provided that such property is not specifically excluded under this **Policy**.

3) Disposal of salvage

We will not sell or dispose of any salvage without giving **You** the opportunity to buy it at its salvage value, provided that this specific condition does not allow **You** to abandon the property to **Us**.

4) Excess

We will deduct any **Excess** applicable for this Section from each and every claim made under this Section.

Only one **Excess** will apply to all **Loss** or **Damage** resulting from **Bushfire**, grass fire, scrub fire, storm, wind, hail or rainwater, that is continuous, is due to the same general conditions, and occurs within a 72-hour period from the first occurrence of the **Loss** or **Damage**.

An **Excess** of \$20,000 or an amount equal to 1% of the Total **Sum Insured** for that **Risk Address** (whichever is lesser) applies in respect of **Loss** or **Damage** caused by **Earthquake** during any one period of 72 consecutive hours.

5) Floor space ratio index (plot ratio)

In the **Event** of **Loss** of or **Damage** to any **Buildings** at the **Risk Address** and rebuilding is limited or restricted by the exercise of statutory powers and/ or authority by any government departments, local government or any other statutory authorities resulting in the reduction of the floor space ratio index (plot ratio) of the site, then **We** will pay in addition to any amount payable in respect of the rebuilding of such **Buildings** the difference between:

- a) the actual cost of rebuilding incurred in

accordance with the reduced floor space ratio index; and

- b) the cost of rebuilding which would have been incurred had a reduced floor space ratio index not been applicable.

In arriving at the amount payable under a) and b) above, any payments made by **Us** shall include the additional cost of reinstatement (including demolition or dismantling) of the **Buildings**, necessarily incurred to comply with the requirements of any Act of Parliament or regulation of any municipal or other statutory authority.

Any payments made for the difference between a) and b) above shall be made as soon as the said difference is ascertained upon completion of the rebuilding works and certified by the architect acting on **Your** behalf in the rebuilding of the **Buildings**.

6) Heritage **Buildings**

If a **Building(s)** and/or structure of any kind at the **Risk Address** is:

- a) a **Building** and/or structure to which a formal Heritage Register, Order or Agreement applies, or
- b) if the **Building** and/or structure at the **Risk** situation contains architectural features and/or structural materials of a particularly ornamental, antiquarian or historical character, or
- c) in consideration of the architectural features now being outdated, or
- d) the **Building** materials not being readily available, or
- e) in consideration of the said **Building(s)** now being too large for the needs of the Insured,

it is agreed that in the **Event** of that **Building(s)** and/or structure being destroyed or so **Damaged** that the amount of such **Damage** exceeds the **Sum Insured** as disclosed to **Us**, the basis upon which the amount payable under the **Policy** is to be calculated shall be:

- i. the cost of erecting a similar type of **Building** of current design and modern materials

- ii. Shall not exceed an amount which would have been payable in erecting a new **Building** in the same condition, size and style as the **Damaged** or destroyed **Building** when new.

7) Seasonal increases in the **Sum Insured**

This specific condition automatically increases the **Sum Insured** for **Stock** by 25% or, in the case of **Contents & Stock**, by 25% of the of the portion of the **Contents & Stock** which relates to **Stock**, for **Loss** or **Damage** occurring:

- a) during the period of 28 days prior to and including Christmas Day and 7 days following Christmas Day;
- b) during the period of 14 days up to and including Easter Tuesday and 7 days following Easter Tuesday;
- c) during the period of 28 days prior to and including any celebrated **Event** of a festive, religious or ethnic nature (other than Christmas or Easter) where **You** can reasonably demonstrate that the **Stock** levels during such period have risen by more than 20% above standard levels and that the increase has happened solely for the purpose of meeting additional customer demand associated with the occurrence of that festive, religious or ethnic **Event**;
- d) during the period of 7 days after the same festive, religious or ethnic **Event**;
- e) during any other period shown on the **Schedule** for this specific condition.

Provided that the **Loss** or **Damage** also occurs during the **Period of Insurance**.

8) Time Delays

Any work to repair, reinstate, restore or rebuild must be commenced at the earliest possible time. Where commencement of repair, reinstatement, restoration or rebuilding is unduly delayed or postponed by **You**, **We** may reduce the amount payable under the claim to the extent that **We** are prejudiced by such delay.

This condition shall not apply to any work commenced

within 60 days of the **Loss** or **Damage** occurring.

9) Undamaged foundations

Where a **Building** or an installation constructed on its own foundations suffers **Loss** or **Damaged** that is covered under this **Section**, but its foundations are not totally destroyed and due to legal requirements, reinstatement of the **Building** has been carried out upon another site, the abandoned foundations shall be considered as having been destroyed.

If, however, the resale value of the original **Building** site is increased by virtue of the presence of the abandoned foundations, then such increase in resale value shall be regarded as salvage and that amount shall be paid to **Us** by **You** upon completion of the sale of the site, or shall be deducted from the final amount of any moneys payable by **Us** under Section 1 – Property **Damage**, whichever shall occur later.

10) Under insurance/average

This specific condition applies if the **Total Sum Insured** at a **Risk Address** is less than 85% of the Full Value applicable for the **Risk Address**. In the **Event** of **Loss** of or **Damage** to **Buildings, Contents, Stock** or **Other Items** which is covered under this Section, **We** will not be liable for more than that proportion of the **Loss** or **Damage** that the **Total Sum Insured** at the **Risk Address** bears to 85% of the Full Value at the **Risk Address** at the time of the start date of the **Period of Insurance**.

Provided that:

- a) **We** will not pay more than the **Limit of Liability** for the **Risk Address**; and
- b) this specific condition will not apply if the amount of any **Loss** or **Damage** does not exceed 10% of the **Limit of Liability** applicable for that **Risk Address**.

Specific Conditions

1) Automatic reinstatement of **Limit of Liability**

In the **Event** of any **Loss** or **Damage** at a **Risk Address**, the **Limit of Liability** shall be automatically reinstated to the value immediately before the **Loss** or **Damage**, provided that:

- a) there is no written request from **You** or written notice by **Us** to the contrary; and
- b) **You** pay the premium **We** require for the reinstatement of the **Limit of Liability**.

SECTION 2 – Consequential Loss

The Cover

Where Consequential Loss is shown as insured in the Policy **Schedule** with specific **Sums Insured** shown for the respective items covered, **We** agree to provide **You** with the insurance set out in this **Section**.

The Important Information, General Definitions, General Conditions and General Exclusions are also applicable to this Section.

Specific Exclusions Applicable to Section 2

Any:

1. Loss of Rent incurred by the **Lot Owner** if the **Lot** or Common Area becomes unfit for its intended purpose due to physical **Loss**, destruction, or **Damage**.
 2. Extra living costs; or
 3. Extra accommodation costs;
- if **You** decide not to rebuild or repair **Your Buildings**.

Basis of Settlement

Item No. 1 – Loss of Rent

i) Loss of Rent

If the **Lot** is leased or would have been leased, we will cover the Loss of Rent incurred by the **Lot Owner** if the **Lot** or Common Area becomes unfit for its intended purpose due to physical **Loss**, destruction, or damage. Coverage begins at the time of the incident and continues until the **Lot** is re-let after the reinstatement or replacement of **Your Insured Property**, provided the **Lot Owner** takes reasonable steps to secure a new tenant.

ii) Reletting Costs

If access to or occupancy of **Your Building** (or any part of it) is prevented, and as a result, **Your** or a **Lot Owner's** lessee terminates their lease, We will cover **Your** or the **Lot Owner's** reasonable reletting costs. Coverage continues until the **Lot**, or **Building** (or the affected part) is relet. Our maximum payment

is limited to the amount specified in the **Schedule** under "Reletting Costs."

Item No. 2 – Temporary Accommodation

i) Temporary Accommodation

If the **Lot Owner** occupies the **Lot**, we will cover the reasonable costs of:

- a) Immediate emergency accommodation and meals, up to \$2,500.
- b) Temporary Accommodation costs necessarily incurred if the **Lot** becomes unfit for its intended purpose.

The amount payable for Temporary Accommodation will be based on the cost of comparable accommodation within the vicinity of the Location. Coverage begins at the time of the incident and continues until the **Lot Owner** can re-occupy the **Lot**.

Limit of Liability

Our total liability for Loss of Rent and Temporary Accommodation is capped at the amount or percentage of the Limit of Liability specified in **Your Policy Schedule**.

ii) Pets and Security Dogs

We will cover up to \$1,000 per **Lot** for reasonable costs necessarily incurred by the **Lot Owner** and **Occupier** to board pets or security dogs. This applies when the **Lot** is used exclusively for residential purposes, is rendered unfit for its intended use, and the **Lot Owner's** and **Occupier's** temporary accommodation does not permit pets or security dogs.

Item No. 3 – Prevention of Access

i) Prevention of Access

If reasonable access to or occupancy of a **Lot** is prevented due to **Damage** to other property within one (1) kilometre of **Your Insured Property**, and that **Damage** would have been covered under Section 1, We will cover:

- i) The reasonable costs of Temporary Accommodation necessarily incurred by the **Lot Owner**; and
- ii) Loss of Rent incurred by the **Lot Owner**.

The maximum We will pay under this extension is the amount specified in the **Schedule** for "Prevention of Access."

This extension does not apply to damage affecting property of any supply undertaking that provides electricity, gas, water, or telecommunication services to **You** or the **Lot Owner**.

Item No. 4 – Public Utilities

If a **Lot** or **Common Area** becomes unfit for its intended purpose due to the failure of electricity, gas, water, or sewerage services lasting more than 24 consecutive hours, caused by damage to property owned or controlled by the supply authority, and such damage would have been covered under Section 1, **We** will cover:

- i) The reasonable costs of Temporary Accommodation necessarily incurred by the **Lot Owner**); or
- ii) The Loss of Rent incurred by the **Lot Owner**.

We will pay from the time the service failure begins until the services are reinstated, up to a maximum of 30 days.

Item No. 5 – Claims Preparation Costs

We will cover Your reasonable Claim Preparation Costs incurred in connection with any claim insured under Items 1 to 4 of Section 2.

The maximum amount payable is specified in the Policy Schedule under "Claim Preparation Costs."

record **Data**

SECTION 3 – Electronic Equipment

The Cover

Where Electronic Equipment is shown as insured in the Policy **Schedule** with specific **Sums Insured** shown for the respective items covered, **We** agree to provide **You** with the insurance set out in this **Section** in respect of accidental **Breakdown** of your Electronic Equipment, occurring at the **Risk Address** during the **Period of Insurance**.

The Important Information, General Definitions, General Conditions and General Exclusions are also applicable to this Section.

Definitions Applicable to Section 3

Words shown in bold have a particular defined meaning. **You** should refer to these Definitions and the General Definitions contained in this Policy to obtain the full meaning of such terms. Also where the context requires:

- 1) words in the singular will include the plural and vice versa; and
- 2) words expressed in one gender shall include all genders; and
- 3) references to 'a person' shall include any individual, company, partnership or any other legal entity;
- 4) Any phrase introduced by the term 'include', 'including', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding that term.
- 5) references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

All headings within this **Policy** are included for convenience only and will not form part of this **Policy**.

Breakdown means **Loss** of or **Damage** to **Insured Items** from any cause not excluded, which requires repairs or replacement to enable normal working to continue.

Data means proprietary software or information input, stored or recorded onto **Data Media**.

Data Media means any material designed to carry, store or

Insured Items means equipment shown in the Policy **Schedule** as specifically covered with a **Sum Insured**, owned by **You** or for which **You** are responsible, and which is used for the purpose of the **Business**. This includes **Insured Items** which are:

- a) working or at rest; and/or
- b) being dismantled or moved for the purpose of cleaning, inspection, overhaul, repair or relocation or during such operations themselves or whilst being subsequently re-erected at the **Risk Address**.

Limits Applying to The Cover

The most **We** will pay for **Breakdown** of any **Insured Item** is the **Sum Insured** specified for that **Insured Item**.

Provided further that if the costs of repairing the **Insured Item** exceed the costs to replace the **Insured Item**, **We** will not pay more than:

- 1) the cost of replacing it, calculated in accordance with the basis of settlement; or
- 2) the **Sum Insured**; whichever is the lesser.

Specific Exclusions Applicable to Section 3

We will not pay for:

- 1) any costs associated with:
 - a) cleaning or maintenance services;
 - b) alterations, additions, improvements, overhauls, adjustments, or replacement of undamaged components whether carried out in the course of repairs or as a separate operation;
 - c) replacement or restoration following gradual deterioration including rust, corrosion, erosion, oxidation or scale formation;
 - d) repair of or claims for scratches to, or discolouration of, painted or polished surfaces;
 - e) Wear and tear and/or the replacement of component

parts worn through normal use of operation;

- f) **Damage** associated with atmospheric moisture or temperature unless directly resulting from **Damage** to or malfunctioning of air conditioning equipment;
 - g) provisional repairs or remedial actions unless such repair or actions constitute part of the final repairs and do not increase the total repair costs;
- 2) any costs associated with **Loss** or **Damage** unless necessary as part of the rectification of **Loss** or **Damage** for which a claim is payable under this **Section**, to the following parts of **Insured** Items:
- a) belts, chains, tapes, ribbons, films, filters, worn or spent batteries, glass components, lubricants, operating media;
 - b) electric heating elements, filaments, fuses, electrical contacts;
 - c) valves, tubes, picture tubes, globes, light sources which are components of the Insured Items and which have reached the end of their normal working life or which are being replaced because of the **Loss** or **Damage** which in the opinion of the manufacturer of the item affected has been caused by the wearing out resulting from ordinary use of working;
- 3) any additional costs due to delay or detention resulting from any **Loss** of or **Damage** to Insured Items;
- 4) any **Loss**, **Damage** or disappearance occurring whilst an Insured Item is away from the **Risk Address** on hire, loan, rental or lease;
- 5) any **Loss** or **Damage** otherwise recoverable by **You** under any maintenance or service agreement or manufacturer's warranty, or **Losses** that would have been recoverable but for a breach of the conditions of such agreements or warranty by **You**;
- 6) any **Loss** of or **Damage** to:
- a) **Data**, **Data Media** or the Restoration of **Data**;
 - b) a safety or protective device caused by its own operation;

- 7) any penalties or consequential **Loss** of any kind or description whatsoever resulting from any **Loss** of or **Damage** to **Insured** Items, other than as specifically provided under additional benefit 1) Increased Costs of Working;
- 8) **Loss** or **Damage** caused by:
- a) fire, explosion, smoke or soot, extinguishment of a fire or subsequent demolition, spontaneous combustion;
 - b) lightning or thunderbolt, Earthquake, hail, wind, rain, storm, **Flood**, Storm Surge, action of the sea, tidal wave, erosion, collapse, subsidence, landslide, mudslide, settling or movement of earth;
 - c) impact by aircraft or other aerial devices, falling trees, vehicles, Watercraft, external antennas, communication towers, masts, satellite dishes or any animal;
 - d) theft or attempted theft, malicious **Damage**;
 - e) leakage of water or liquid from any pipe, tank, guttering or fixed apparatus including automatic fire sprinkler systems;
 - f) any process of heat treatment, welding, grinding, cutting, drilling, shaping or the application of tools to the Insured Item;
 - g) unloading or delivery to, or loading prior to dispatch from the **Risk Address**;
 - h) an inherent vice or latent defect;
 - i) any error or omission in design, plan or specification or failure of design;
 - j) testing and commissioning, intentional overloading or experiments, and any usage beyond or outside the manufacturer's specifications.

Additional Benefits Applicable to Section 3

If **Breakdown** of **Insured Items** is covered by this **Section**, then **We** will also pay for the reasonable costs necessarily incurred under the following additional benefits in addition to the **Sum Insured**.

1) Increased costs of working

We will pay the increased costs of working incurred as a result of **Breakdown** covered under this **Section**, during a period not exceeding 90 days from the date of the **Breakdown** occurring, provided that:

- a) the cost is proven to have been necessarily and reasonably incurred during the period, over and above the normal expenses that **You** would have incurred during the period in respect of the operation of the Insured Items;
- b) **We** will not pay any more than the actual costs borne by **You**;
- c) **We** will not pay for any cost incurred during the first 24 hours following the occurrence of the **Breakdown**;
- d) **We** will not pay for the cost of **Data** restoration;
- e) **We** will not pay for any consequential **Loss** resulting from **Breakdown** of **Insured Items**; and
- f) **We** will not pay more than:
 - a. \$15,000; or
 - b. the **Sum Insured** for this additional benefit; whichever is the greater.

Basis of settlement for this additional benefit

We will indemnify **You** for the following increased costs necessarily and reasonably incurred following an interruption to the normal operation of the **Insured Items** which are over and above the normal expenses incurred by **You** in the operation of the **Insured Items** including:

- a) reasonable professional fees of accountants or auditors and any other reasonable expenses payable by **You** and necessarily incurred by **You** which are not otherwise recoverable for preparation of a valid claim under this additional benefit;
- b) additional personnel expenses;
- c) additional expenditure for the rental of substitute computers; and/or
- d) additional transportation expenses.

Basis of Settlement

Commercial Strata Insurance Policy CSIP2025.5

The Barn Underwriting Agency – Trading as a Business Name of Market Lane Insurance Group Pty Ltd

ABN 15 625 224 642 | AFSL 509709

Unless otherwise specified in the **Schedule**, and subject to any Limitation or restriction applying to any specific additional benefit, special benefit or specific condition, in the **Event** of a claim payable under this **Section** **We** will, at **Our** option, pay the cost of repairing or replacing the **Insured Item**.

1) Cost of repair

We will pay the costs necessarily incurred to restore the **Damaged Insured Item** to the condition it was in prior to the **Breakdown** occurring, including:

- a) costs of dismantling and reassembly and/or reinstallation;
- b) costs of removal of debris;
- c) costs of any overtime or similar penalty rate costs;
- d) costs of freight charges within Australia, provided that air freight is by a recognised airline's scheduled service;
- e) costs of statutory charges including sales tax, customs duties and/or GST;
- f) costs of overseas air freight by any recognised scheduled service or overseas labour;
- g) costs of temporary repair; and
- h) costs of consultants' fees approved by **Us**. Provided that:
 - i. for clauses c), d) and f) the most **We** will pay is limited to 50% of the **Sum Insured**, in addition to the **Sum Insured**; and
 - ii. for clauses a), b), e), g), and h) the amount **We** will pay is limited to the **Sum Insured** not otherwise exhausted.

In the **Event** that any required parts are unavailable, and the item is otherwise repairable, **We** will compensate **You** for the amount that the part would have cost, if available, to replace or the cost of similar parts in similar items that are still available.

2) Cost of replacement

- a) For an **Insured Item** less than 10 years old, **We** will pay the cost of replacing the **Insured Item** or the cost of an item of similar type, function and quality as new.

b) For an **Insured Item** 10 years old or more, **We** will pay:

- i. the market or actual depreciated value of the **Insured Item**; or
- ii. the cost of replacing the **Insured Item** or the cost of an item of similar type, function and quality;

whichever is the lesser, provided that **We** will not pay less than 20% of the **Sum Insured** for that **Insured Item**.

Specific Conditions Applicable to Section 3

1) Reinstatement of **Sum Insured**

Following a claim under this **Section**, the amounts by which the **Sums Insured** for **Insured Items** are reduced as a consequence of the **Loss** or **Damage** will be reinstated as from the date of the **Breakdown** provided that:

- a) there is no written request from **You** or written notice by **Us** to the contrary; and
- b) **You** pay the premium **We** require for the reinstatement of **Sums Insured**.

SECTION 4 – Machinery Breakdown

The Cover

Where Machinery Breakdown is shown as insured in the **Schedule** with specific **Sums Insured** shown for the respective items covered, **We** agree to provide **You** with the insurance set out in this **Section** occurring at the **Risk Address** during the **Period of Insurance**:

- 1) for Specified Machinery, Boilers and Pressure Plant, against **Breakdown**;
- 2) for Boilers and Pressure Plant, against **Breakdown**, Collapse or Explosion; or
- 3) or Refrigerated Stock, against Deterioration;

The Important Information, General Definitions, General Conditions and General Exclusions are also applicable to this Section.

Definitions Applicable to Section 4

Words shown in bold have a particular defined meaning. **You** should refer to these Definitions and the General Definitions contained in this Policy to obtain the full meaning of such terms. Also where the context requires:

- 1) words in the singular will include the plural and vice versa; and
- 2) words expressed in one gender shall include all genders; and
- 3) references to 'a person' shall include any individual, company, partnership or any other legal entity;
- 4) Any phrase introduced by the term 'include', 'including', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding that term.
- 5) references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

All headings within this **Policy** are included for convenience only and will not form part of this **Policy**.

Boilers and Pressure Plant means those parts of the permanent structure of **Boilers and Pressure Plant** (not used for domestic purposes) separately specified in the **Schedule** which are subject to internal steam, gas or fluid pressure (other than atmospheric pressure) or vacuum, including:

- 1) fittings, pipes and direct attachments which are connected to the permanent structure without any intervening valve or cock;
- 2) supports for the structure (other than foundations, masonry or brickwork) such as furnace doors, access doors, external combustion chambers, smoke boxes and casings;
- 3) metal parts of pressure and water gauges and their connections to the permanent structure; and
- 4) rotating, reciprocating or electrical apparatus attached to the permanent structure.

Provided that these items:

- 1) have successfully completed initial commissioning; and
- 2) are owned by **You** or for which **You** are responsible, and which are used for the purpose of the **Business**.

Breakdown means **Damage** to **Unspecified Machinery**, **Specified Machinery** and **Boilers and Pressure Plant** from any cause not excluded, which requires repairs or replacement to enable normal working to continue.

Collapse means the sudden distortion of the furnace of a boiler or any part of a pressure vessel caused by the bending or crushing of the permanent structure by the force of steam, gas, fluid pressure or vacuum including **Damage** caused by overheating resulting from a deficiency of water.

Deterioration means the deterioration of **Refrigerated Stock** to the point that it cannot be used for the purpose for which it was intended as a result of:

- 1) the rise or fall in temperature of refrigerated room(s) or cabinet(s) arising from:
 - a) an insured **Breakdown** for which a claim has been admitted under this **Section**, or would

have been admitted other than for the application of the **Excess**;

- b) the operation or failure of fuses, thermostats and overload devices protecting the refrigeration **Machinery** in its operation provided that the **Machinery** is otherwise regularly maintained or serviced;
 - c) contamination of **Refrigerated Stock** caused by direct contact of refrigerant leaking from the storage chamber;
 - d) failure of the electrical supply authority to supply or restrict electricity to the **Risk Address** caused by:
 - i. an accidental failure of the supply authority's system;
 - ii. the rationing of electrical supply caused solely by the accidental **Damage** to part of the supply authority's system;
 - iii. a deliberate act of the supplier for the sole purpose of safeguarding life or protecting a part of the supply authority's system;
- 2) a change in gaseous concentration in the storage chamber caused by an insured **Breakdown** or sudden leakage of refrigerant from the **Machinery**.

Explosion means the sudden, unforeseen and violent rending of any **Boilers and Pressure Plant** by force of internal steam, gas or fluid pressure or the pressure of ignited flue gases.

Machinery means mechanical, hydraulic and electrical plant and machinery which:

- 1) has successfully completed initial commissioning; and
- 2) is owned by **You** or for which **You** are responsible, and which is used for the purpose of the **Business**.

Provided that **Machinery** does not include:

- 1) **Boilers and Pressure Plant**;
- 2) motor vehicles or other mobile plant;
- 3) lifts or escalators;

- 4) wiring, fittings and outlet sockets of electric lighting or electric power circuits;
- 5) computers and electronic data processing equipment;
- 6) telephone and other communication equipment;
- 7) research, electro-medical and diagnostic equipment;
- 8) vending or amusement machines or any coin or card operated machines; or
- 9) audio visual, amplification, burglar alarms and closed circuit television installations or other monitoring or surveillance equipment.

Refrigerated Stock means refrigerated perishable goods owned by **You** or for which **You** are responsible and which are used for the purpose of the **Business**, contained in refrigerated chambers cooled by:

- 1) any **Machinery** insured under this **Section** and located at the **Risk Address**; or
- 2) temporary plant at the **Risk Address** not exceeding 60 days.

Specified Machinery means items of **Machinery** separately listed in the **Schedule** with specific **Sums Insured**.

Unspecified Machinery means items of **Machinery** other than **Specified Machinery**.

Limits Applying to The Cover

The most **We** will pay:

- 1) in respect of **Specified Machinery** or **Boilers and Pressure Plant** during the **Period of Insurance** or for any one **Event** is the **Sum Insured** shown as the 'Standard Breakdown Limit' per item of **Specified Machinery** or **Boilers and Pressure Plant**.

Provided that if the costs of repairing the **Machinery** or **Boilers and Pressure Plant** exceed the costs of replacing the **Machinery** or **Boilers and Pressure Plant**,

We will not pay more than:

- a) what **We** would be required to pay to replace it; or
- b) the **Sum Insured**; whichever is the lesser;

2) for Deterioration of **Refrigerated Stock** during the **Period of Insurance** or for any one **Event** is the **Sum Insured** for **Refrigerated Stock**, provided that the **Sum Insured** for **Refrigerated Stock** shall be adjusted in accordance with specific condition 3) Seasonal Increase in the **Sum Insured** for **Deterioration of Refrigerated Stock**.

Specific Exclusions Applicable to Section 4

We will not pay for:

- 1) any costs associated with:
 - a) cleaning or maintenance services;
 - b) alterations, additions, improvements or overhauls, adjustments or replacement of undamaged components whether carried out in the course of repairs or as a separate operation;
 - c) replacement or restoration following gradual deterioration (including rust, corrosion, erosion, oxidation or scale formation);
 - d) repair of or claims for scratches to, or discolouration, of painted or polished surfaces;
 - e) adjustment, cleaning or recharging of refrigeration or air conditioning equipment unless necessary as part of the repair of Machinery insured under this **Section**;
 - f) provisional repairs or remedial action unless such repairs or action constitute part of the final repairs and do not increase the total repair costs; or
 - g) **Loss** of refrigerant, oil or lubricant due solely to worn or deteriorated seals or valves;
- 2) the cost of repair or replacement of:
 - a) worn or spent belts, filters, refrigerant dryers, fuses, electric heating elements, electrical contacts, thermostats, thermostatic expansion valves, lamps gland packing, seals, cutting blades, glass or ceramic components, fuel lamps, collecting brushes, belts, joints or non-metallic parts and all operating media; or
 - b) component parts necessitated by wear and tear caused by or resulting from ordinary use or working or gradual **Deterioration**;
- 3) **Loss**, destruction or **Damage** caused by:
 - a) any crack, fracture, blister, lamination, flaw or grooving even when accompanied by leakage, which has not penetrated completely through the entire thickness of the material of the **Machinery** or **Boilers and Pressure Plant**;
 - b) any slowly developing deformation or distortion to any **Machine** or **Boilers and Pressure Plant**;
 - c) fire, smoke or soot, extinguishment of a fire or subsequent demolition, spontaneous combustion;
 - d) lightning or thunderbolt, Earthquake, hail, wind, rain, storm, **Flood**, Storm Surge, action of the sea, tidal wave, erosion, collapse, subsidence, landslide, mudslide, settling or movement of earth;
 - e) impact by aircraft or other aerial devices, falling trees, vehicles, Watercraft, external antennas, communication towers, masts, satellite dishes or any animal;
 - f) theft or attempted theft, malicious **Damage**;
 - g) leakage of water or liquid from any pipe, tank, guttering or fixed apparatus including automatic fire sprinkler systems;
 - h) any process of heat treatment, welding, grinding, cutting, drilling, shaping or the application of tools to the **Machinery** or **Boilers and Pressure Plant**;
 - i) unloading on delivery to, or loading prior to dispatch from the **Risk Address**;
 - j) an inherent vice or latent defect;
 - k) any error or omission in design, plan or specification or failure of design;
 - l) testing and commissioning, intentional overloading or experiments, and any usage beyond or outside the manufacturer's specifications;
- 4) any additional costs due to:
 - a) delay or detention; or
 - b) penalties; or
 - c) guarantees of performance, or fines, or consequential Losses;
- 5) any **Loss** or **Damage** to any **Machinery** or **Boilers and Pressure Plant** for which the manufacturer or supplier or

other parties are responsible under any maintenance or service agreement or manufacturer's or supplier's warranty, or would have been responsible but for a breach of the conditions of such agreements or warranty by **You**;

- 6) any **Loss, Damage** or destruction to:
 - a) reticulated electrical wiring, liquid or gas piping; or
 - b) a safety or protective device caused by its own operation;
- 7) consequential Loss of any kind or description whatsoever unless specifically included in this **Section**.

Additional Benefits Applicable to Section 4

1) Additional charges

In the **Event** of **Breakdown** of **Machinery** or **Breakdown, Collapse** or **Explosion** of **Boilers and Pressure Plant** resulting in a claim which is payable under this **Section**, **We** will pay the reasonable expenses necessarily incurred for:

- a) removal of debris, excluding any **Pollutants** deposited beyond the boundaries of the **Risk Address**;
- b) any overtime work including penalty rates, or work performed on public holidays;
- c) freight charges within Australia, provided that air freight is by a recognised airline's scheduled service;
- d) overseas air freight by any recognised scheduled service or overseas labour;
- e) the cost of temporary repairs; and consultants' fees.

Provided that **We** will not pay more than 50% of the **Sum Insured** for **Unspecified Machinery** or not more than 50% of the **Sum Insured** for the item of **Specified Machinery** or not more than 50% of the **Sum Insured** for the item of **Boilers and Pressure Plant** (whichever is applicable), in addition to the **Sum Insured**.

2) Hire costs of temporary **Machinery** or **Boilers and Pressure Plant**

In the **Event** of **Breakdown, Collapse** or **Explosion** to an item of **Specified Machinery** or **Boilers and Pressure Plant** for which a claim is payable under this **Section**, **We** will pay the reasonable

costs necessarily incurred for hiring a substitute item of **Unspecified Machinery**, **Specified Machinery** or **Boilers and Pressure Plant** (whichever is applicable), provided that **We** will not pay more than 50% of the **Sum Insured** for **Unspecified Machinery**, or not more than 50% of the **Sum Insured** for the item of **Specified Machinery** or not more than 50% of the **Sum Insured** for the item of **Boilers and Pressure Plant** (whichever is applicable), in addition to the respective **Sum Insured**.

3) Increased cost of working

We will pay for costs that are incurred by **You** for the sole purpose of avoiding or diminishing a reduction in income from **Your Business** during the period that the **Machinery** or **Boilers and Pressure Plant** is suffering from **Breakdown**.

Provided that:

- a) these costs are additional to **Your** normal operating costs;
- b) these costs are incurred because of an interruption of **Your** normal operations that directly results from Insured **Damage** to **Machinery** or **Boilers and Pressure Plant** that is covered by this **Section**;
- c) **You** receive **Our** prior written approval to incur these costs;
- d) **We** will not pay more than \$10,000 for increased cost of working; and
- e) **We** will not pay for any costs incurred during the first 48 hours following the **Loss**.
- f) Specific Exclusions

Basis of Settlement

Unless otherwise specified in the **Schedule** and subject to any limitation or restriction applying to any specific additional benefit, special benefit or specific condition, claims will be settled on the following basis:

In the **Event** of a claim payable under this **Section** for:

1) Breakdown

In respect of **Breakdown** of **Specified Machinery**, **Unspecified Machinery** or **Boilers and Pressure Plant**, subject to any Limitation or restriction applying to any specific additional benefit or special benefit **We** will at **Our** option repair or replace

the items that suffered **Damage** or pay a cash equivalent of such repair or replacement.

We will also pay the cost of:

- a) liquids or refrigerant gases or insulating oil necessary to complete the repairs;
 - b) transport, labour and the on-site cost of parts.
- Provided that:

- I. if necessary parts are unavailable or obsolete, **Our** liability will be limited to the estimated cost of similar parts for similar equipment to that which suffered **Damage** that is currently available;
- II. if necessary parts are found to be unobtainable, **Our** liability will be limited to the manufacturer's or supplier's last list price;
- III. **We** will not pay for the cost of alterations, improvements, maintenance or overhauls carried out in conjunction with the repair or replacement.

2) Collapse or Explosion

In respect of Collapse or Explosion of **Boilers and Pressure Plant**, **We** will at **Our** option repair or replace the **Damaged** or destroyed item or pay the cash equivalent of such repair or replacement.

Provided that:

- a) if the **Damage** is repairable, **We** will pay the necessary costs to restore the item to its condition immediately before the Collapse or Explosion;
- b) if restoration costs exceed the value of a new and equivalent replacement item then **We** will replace the **Damaged** or destroyed item with an item of similar quality and size. If the item is replaced with one that is of a better quality or size, **We** will pay the cost that would have been incurred if an exact replacement had been installed;
- c) **We** will not pay for the cost of alterations, improvements, maintenance or overhauls carried out in conjunction with the repair or replacement.

3) Deterioration

Commercial Strata Insurance Policy CSIP2025.5

The Barn Underwriting Agency – Trading as a Business Name of Market Lane Insurance Group Pty Ltd

ABN 15 625 224 642 | AFSL 509709

In respect of **Deterioration** of **Refrigerated Stock**, **We** will at **Our** option:

- a) replace the deteriorated **Refrigerated Stock**; or
- b) pay the actual cost price of the deteriorated **Refrigerated Stock**.

We will also pay for the additional expenses reasonably incurred by **You** to reduce the **Loss** by transferring the **Refrigerated Stock** to suitable alternative storage.

Provided that:

- a) **We** will not pay for any **Refrigerated Stock** item that
- b) has passed its "used by" or "best before" date;
- c) **We** will deduct the value of any salvageable **Refrigerated Stock** items from **Our** settlement;

We will not pay for **Deterioration** of **Refrigerated Stock** caused by the manual operation or manual setting of switches or controls.

- 4) Other property lost or **Damaged** as a result of flying fragments

We will pay at **Our** option:

- a) the cost of repairing or reinstating the other property to a condition substantially the same as but not better than or more extensive than its condition when new; or
- b) the cost to replace the other **Property Damaged** or destroyed.

Specific Conditions Applicable to Section 4

- 1) Reinstatement of **Sum Insured** for **Deterioration** of **Refrigerated Stock**

Following a claim under this **Section** for **Deterioration** of **Refrigerated Stock**, the amount by which the **Sum Insured** for **Deterioration** of **Refrigerated Stock** is reduced as a consequence of the **Deterioration** will be reinstated as from the date of **Deterioration** provided that:

- a) there is no written request from **You** or written notice by **Us** to the contrary; and

- b) **You** pay the premium **We** require for the reinstatement of the **Sum Insured**.
 - 2) Seasonal increase in the **Sum Insured** for **Deterioration** of **Refrigerated Stock**

This specific condition automatically increases the **Sum Insured** for **Deterioration** of **Refrigerated Stock** by 50% for any **Event** covered under this **Section** occurring:

- a) during the period of 28 days prior to and including Christmas Day and 7 days following Christmas Day;
- b) during the period of 14 days up to and including Easter Tuesday and 7 days following Easter Tuesday;
- c) during the period of 28 days prior to and including any celebrated Event of a festive, religious or ethnic nature (other than Christmas or Easter);
- d) during the period of 7 days after the same festive, religious or ethnic Event;
- e) during any other period shown on the **Schedule** for this specific condition.

Provided that the **Event** also occurs during the **Period of Insurance**.

SECTION 5 – Crime

The Cover

Where Crime is shown as insured in the **Schedule** with specific **Sums Insured** shown for the respective items covered, **We** agree to provide **You** with the insurance set out in this **Section** in respect of:

- a) Funds that are part of the Body Corporate Assets and kept at a Specified Location or held by the **Strata Manager** on behalf of the **Body Corporate**; or
- b) **Property Insured**;

that is sustained and discovered during the **Period of Insurance** as a result of Crime committed by an **Employee**, **Office Bearer**, or **Strata Manager**, whether acting alone or in collusion with others.

For the purposes of this **Section 5**, any loss or series of losses resulting from a single act or a series of related acts involving the same **Employee**, **Office Bearer**, or **Strata Manager** will be considered a single loss, regardless of whether the act(s) occurred before or during the **Period of Insurance**. In cases of multiple acts, the date of discovery will be deemed to be the date the first act was identified.

Our liability is subject to the limits and sub-limits specified in the **Schedule** under “**Section 5 Crime Insurance**.”

Definitions Applicable to Section 5

Words shown in bold have a particular defined meaning. **You** should refer to these Definitions and the General Definitions contained in this Policy to obtain the full meaning of such terms. Also where the context requires:

- 1) words in the singular will include the plural and vice versa; and
- 2) words expressed in one gender shall include all genders; and
- 3) references to 'a person' shall include any individual, company, partnership or any other legal entity;
- 4) Any phrase introduced by the term 'include', 'including', 'in particular' or any similar expression shall be construed as illustrative and shall not limit

the sense of the words preceding that term.

- 5) references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

All headings within this **Policy** are included for convenience only and will not form part of this **Policy**.

Loss means **Your** direct loss of;

- a) Funds that are part of Body Corporate Assets which is kept at a Specified Location or held by the Strata Manager for the Body Corporate; or
- b) **Property Insured**;

that is sustained and discovered during the **Period of Insurance**, resulting from Crime committed by an **Employee**, **Office Bearer** or **Strata Manager** acting alone or in collusion with others.

Limits Applying to The Cover

The most **We** will pay for all loss or **Damage** under section b) **Property Insured** arising during the **Period of Insurance** or for any one **Event** is the **Sum Insured** for the relevant item of **Property Insured**, provided that the **Sums Insured** for **Contents and Stock in Trade** shall be adjusted in accordance with Specific Condition 2) Seasonal increases in the **Sum Insured**. In addition, **We** will also pay other amounts as provided for under additional benefits.

Provided further that the most **We** will pay for **Loss** of or **Damage** to **Property Insured** consisting of **Money** or other negotiable instruments is \$500 any one **Event**.

Specific Exclusions Applicable to Section 5

- 1) **We** will not pay for:
 - a) Any payment under this **Policy** will not be made unless **You** have, to the extent reasonably possible, exhausted **Your** rights and entitlements under any bond established under the Strata Schemes Management Act 2015 (NSW), equivalent legislation in other States, or any fund designed to cover infidelity.

- b) **We** will not cover any fraudulent misappropriation or theft committed by the individual involved after the initial discovery of the **Loss**.
- c) **Loss(es)** attributed to a member of the committee of the Building's governing body who is an authorised **Strata Manager**, or a director, partner, representative, or **Employee** of a strata management company with whom **You** or any **Lot Owner** has entered into a management agreement, are excluded from coverage.
- d) the theft or attempted theft committed by, or in collusion with **You**, **Your** employees, by any other person whilst lawfully at the **Risk Address(es)** or any other persons who have an interest in the **Property Insured**.
- e) the theft or attempted theft of personal property of **Your** directors, partners and employees that is not at the **Risk Address** at the time of the theft or attempted theft; or
- f) theft or attempted theft from any area with open sides, including but not limited to verandas, yards, car ports or any other open spaces that are partially or fully enclosed.

2) Unless the following items are **Stock in Trade** that is shown in the **Schedule** as specifically covered with a **Sum Insured**, **We** will not pay **You** for **Loss** of or **Damage** resulting from theft or attempted theft of:

- a) livestock or animals;
- b) plants, shrubs, trees or growing crops;
- c) motor vehicles, other than forklifts or similar mobile lifting plant that are not otherwise insured;
- d) aircraft or Watercraft;
- e) jewellery, watches, furs or precious stones or gems.

Specific Conditions Applicable to Section 5

1) Designation of property

For the purpose of determining under which item any property is insured, **We** agree to accept the designation under which such property appears in **Your** books of account, provided that:

- a) such property is not specifically excluded under this **Policy**; and
- b) this condition shall not apply to **Tobacco Products**.

2) Excess

We will deduct any **Excess** applicable for this **Section** from each and every claim made under this **Section**.

3) Reinstatement of **Sum Insured**

Following a claim under this **Section**, the amounts by which the **Sums Insured** for **Property Insured** are reduced as a consequence of the **Loss** or **Damage** will be reinstated as from the date of **Loss** or **Damage** provided that:

- a) there is no written request from **You** or written notice by **Us** to the contrary;
- b) **You** pay the premium **We** require for the reinstatement of **Sums Insured**.

4) Seasonal increases in the **Sum Insured**

This specific condition automatically increases the **Sum Insured** for **Contents, Stock in Trade, Contents & Stock in Trade** and **Tobacco Products** by 25% for any **Event** covered under this **Section** occurring:

- a) during the period of 28 days prior to and including Christmas Day and 7 days following Christmas Day;
- b) during the period of 14 days up to and including Easter Tuesday and 7 days following Easter Tuesday;
- c) during the period of 28 days prior to and including any celebrated **Event** of a festive, religious or ethnic nature (other than Christmas or Easter);
- d) during the period of 7 days after the same festive, religious or ethnic **Event**;
- e) during any other period shown on the **Schedule** for this specific condition.

Provided that the **Event** also occurs during the **Period of Insurance**.

SECTION 6 – Government Audit Costs

The Cover

We will reimburse **You** for reasonable costs incurred as a result of an **Audit** into **Your** taxation or financial affairs, provided **You** receive notification and notify **Us** during the **Period of Insurance**. This includes **Audits** conducted by the Australian Taxation Office or any Commonwealth, State, or Territory department, statutory body, or agency regarding **Your** liability for income tax, fringe benefits tax, capital gains tax, wholesale and sales tax, payroll tax, goods and services tax, or superannuation contributions tax.

Definitions Applicable to Section 6

Words shown in bold have a particular defined meaning. **You** should refer to these Definitions and the General Definitions contained in this Policy to obtain the full meaning of such terms. Also where the context requires:

- 1) words in the singular will include the plural and vice versa; and
- 2) words expressed in one gender shall include all genders; and
- 3) references to 'a person' shall include any individual, company, partnership or any other legal entity;
- 4) Any phrase introduced by the term 'include', 'including', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding that term.
- 5) references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

All headings within this **Policy** are included for convenience only and will not form part of this **Policy**.

Audit(s) means:

- a) a review;
- b) an examination; or
- c) an investigation;

by an Australian federal, state or territory government agency or

body (such as the Australian Taxation Office) concerning returns

lodged for taxation, levies or duty payable by **You** or lodged by **You** pursuant to superannuation or workers' compensation legislation.

It is deemed to start when **You** or the Professional initially receives written notice of it and to finish when **You** or the Professional receives formal notice indicating it has concluded (including any assessment, amended assessment or advice as to finding or outcome).

Costs means Professional fees incurred for accountants, registered tax agents, or other professionals or consultants engaged by **You**, or recommended by **Your** accountant, with **Our** prior written approval, for work related to the **Audit**. This does not include fees for work performed by **Your** employees.

Specific Exclusions Applicable to Section 6

The following exclusions apply to Section 6 in addition to the General Exclusions.

- 1) **We** will not cover Professional Fees:
 - a) If, prior to the start of the **Period of Insurance**, **You** or anyone acting on **Your** behalf:
 - i. Received notice of a proposed **Audit**;
 - ii. Had reason to believe that an **Audit** was likely; or
 - iii. Had information that would lead a reasonable person to conclude that an **Audit** was likely.
 - b) If a return or document required for the **Audit** has not been lodged:
 - i. At all;
 - ii. Correctly; or
 - iii. By the due date.
 - c) For **Audits** conducted solely to determine whether a fine, penalty, or prosecution should be imposed related to:
 - i. Any act or omission by **You**; or
 - ii. A failure, act, or omission connected to **Your** statutory obligations.
 - d) Charged by anyone other than a Professional Adviser, unless **We** have given prior written approval, which **We** will not unreasonably withhold.
 - e) Related to the **Audit** of **Your** taxation or financial affairs unless the return:
 - i. Was first lodged during the **Period of Insurance**;
 - ii. Was lodged no more than 12 months before the

original inception date of this Policy; or

iii. Relates to a financial year not more than three years prior to receiving notification of the **Audit**.

- f) If **You** fail to comply with any legal requirements or obligations, or if the return subject to the **Audit** was not prepared or reviewed by **Your** Professional Adviser prior to submission.
- g) If **You** breach any conditions of this **Policy**, including failing to comply with legal requirements or any instructions We provide in relation to making a claim.

2) Under no circumstances will **We** cover:

- a) Any fines, penalties, interest, tax adjustments, additional taxes, duties, government imposts, or similar charges.
- b) Any reviews related to maintaining industry status, licences, memberships, or compliance with **Employee**-related legislation or regulations.
- c) The collection of data or information by a government body, statutory authority, or agency that is not directly part of an **Audit**.

charged by **Your** accountant.

2) **Audit** Timeline

- a) An **Audit** is considered to:
 - i) Commence when **You** first receive notification that an Auditor intends to conduct an **Audit**.
- b) Conclude when:
 - i. The Auditor provides written confirmation that the **Audit** is complete;
 - ii. The Auditor issues a Final Decision regarding a Designated Liability; or
 - iii. The Auditor issues an assessment or amended assessment of a Designated Liability.

Specific Conditions Applicable to Section 6

1) **Your** Obligations. You must:

- a) Take all reasonable steps to comply with applicable legislation, procedures, and guidelines issued by the Australian Taxation Office or any relevant Commonwealth, State, or Territory department, statutory body, or agency regarding the maintenance of records, books, and documents.
- b) Ensure that all taxation and statutory returns are lodged within prescribed timeframes or any extensions granted.
- c) Notify **Us** promptly upon receiving notice of an **Audit** or an impending **Audit**. Notification can be made by telephone or in writing.
- d) Obtain **Our** written approval, which will not be unreasonably withheld, before engaging a Professional Adviser other than **Your** accountant, and disclose all proposed Professional Fees to be

SECTION 7 – Legal Expenses

The Cover

Where Legal Expenses is shown as insured in the **Schedule** with specific **Sums Insured** shown for the respective items covered, **We** agree to provide **You** with the insurance set out in this **Section** in respect of:

- a) Commercial Contract Dispute;
- b) Criminal Prosecution; or
- c) Employment Dispute; or
- d) Discrimination Dispute; or
- e) Property Dispute; or
- f) Data Protection Dispute; or
- g) Statutory License Appeal; or
- h) Restrictive Covenant Dispute; or
- i) ATO Tax Registration

happening during the **Period of Insurance** within the **Territorial Limits** as a result of an **Occurrence** and arising out of the **Business** or **Products** of the **Insured**.

Specified details of the Legal Expenses covered are listed under the Heads of Cover below.

5.2 Limit of Liability

The limit of **Our** liability in respect of any one **Occurrence** shall not exceed the **Limit of Liability** stated in the Schedule.

The total aggregate limit of **Our** liability during any one **Period of Insurance** for all claims arising out of Legal Expenses shall not exceed the **Limit of Liability** as stated in the Schedule.

5.3 Deductibles and Coinsurance

The **Deductible** is the amount stated in the Schedule that the **Insured** must first bear in relation to each and every **Occurrence**.

The **Deductible** applies to each **Occurrence** and is payable by the **Insured** to the **Appointed Representative** at such time as required by **Us**.

The **Deductible** applies to all amounts payable under this **Policy**.

The Coinsurance is the proportion of **Insured's Costs** remaining after the **Deductible** as stated in the Schedule payable by the **Insured**.

5.4 Legal Advice Service

We will provide the **Insured** access to a legal advice helpline through which the **Insured** can receive confidential general legal advice over the phone and email.

The purpose of this helpline is to provide the **Insured** with access to legal input to help determine their legal rights and options under the laws of the applicable State or Territory and the federal laws of Australia. The advice lawyer cannot provide case specific research or review documents.

The **Insurer** will provide this service between the hours of 8am and 5pm AEST, 5 days a week. Calls to this service may be recorded.

To use this service, please email legaladvice@sparke.com.au and provide a copy of your Policy Schedule for assistance.

The **Insurer** will not accept responsibility if the advice service is unavailable for reasons outside of their control or the control of the **Insurer's** legal advice provider.

5.5 Notification of Legal Expenses Claims

This Section is a "claims made and notified" cover which means that, subject to the terms of this Section, the **Insured** is covered under the relevant Covered **Dispute** only if it relates to or arises from any cause, event or circumstance occurring on or after the inception date and the claim is first made and notified to the **Claims Administrator** within the **Period of Insurance**.

However, where the **Insured** becomes aware of a **Dispute** immediately before or on the expiration of the **Period of Insurance**, the **Insured** shall immediately, after the **Period of Insurance**, notify the **Claims Administrator** of such **Dispute** within such time as not to prejudice the **Insurer's** position.

5.6 Heads of Cover

a) Commercial Contract Disputes

The **Insured's Costs** of a **Dispute** relating to a contract entered into by the **Insured** for the supply of services or the sale, purchase, lease or rental of goods, provided that: -

1. the sum in dispute exceeds \$5,000; and
2. Insured's Costs do not exceed 75% of the sum in dispute.

What is not covered:

The **Insured's Costs** of a **Dispute** relating to a contract: -

1. for the provision or procurement financial products or financial services including cryptocurrency;
2. where the **Insured's** rights or obligations arise by assignment;
3. of employment;
4. for the possession, purchase, sale, lease or use of land or buildings;
5. in connection with or related to a franchise;
6. relating to the planning, construction, structural alteration, conversion or extension of property or parts thereof, other than non-structural repair to or renovation of existing property or parts thereof;

b) Criminal Prosecution

What is covered:

The **Insured's Costs of a Dispute** involving a criminal prosecution and/or enquiry of the **Insured** which might lead to a criminal prosecution and/or enquiry of the **Insured** which might lead to a criminal prosecution.

What is not covered:

The **Insured's Costs** of a **Dispute** involving any allegation against the **Insured** of: -

1. any criminal offence where the **Insured** pleads guilty, unless there are Prospects of Success of a significant mitigation of the **Insured's** sentence or fine.

2. Offences Against the Person, fraud, criminal damage, conspiracy to defraud or dishonesty;
3. the manufacture, dealing in or use of indecent or obscene materials or illegal drugs;
4. illegal immigration;
5. money laundering or bribery and corruption offences and related charges;
6. contravention of sanctions;
7. failing to insure a motor vehicle, parking offences or road traffic offences except tachograph and weight prosecutions;
8. an offence charged from investigations by the Australian Tax Office.

a) Employment Duties

What is covered:

The **Insured's Costs** of defending a **Dispute** made or brought against the **Insured** by an **Insured**:

1. arising out of their contract of employment with the **Insured**;
2. alleging a breach of their statutory rights under employment or human rights legislation as it relates to the **Employee's** employment.

What is not covered:

The **Insured** should seek and follow legal advice including (but not limited to):

1. prior to carrying out any disciplinary or grievance procedure or taking any disciplinary action against an **Employee**;
2. prior to the dismissal of an b;
prior to instituting an individual lay-off or a lay-off programme;

3. upon notification formally or informally, express or implied, of a complaint of sexual, racial, disability, age, pregnancy, religious or other unlawful discrimination;
4. prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**;
5. on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

IMPORTANT

A failure to seek and follow legal advice prior to taking disciplinary processes or other actions against an employee could mean that there are no Prospects of Success in a subsequent Dispute and lead to a Claim being reduced or declined. The legal advice service is available to the Insured to help and advise on such matters.

b) Discrimination Dispute

What is covered:

The **Insured's Costs** of defending a **Dispute** made or brought against the **Insured** in respect of infringement of rights under any discrimination legislation.

What is not covered:

Any costs incurred in any **Dispute** arising from deliberate unlawful discrimination.

c) Property Dispute

What is covered:

The **Insured's Costs** of a **Dispute** relating to:

1. physical damage to land or **Buildings** owned or leased by the **Insured**; or
2. the terms of a tenancy agreement between the **Insured** and a landlord relating to the use or maintenance of the property;
3. alleged negligence, **Damage** (including trespass) or nuisance, other than by a tenant, to land or **Buildings** owned, tenanted or occupied by the **Insured**.

What is not covered:

The **Insured's Costs** of a **Dispute** relating to:

1. the payment or non-payment of rent, tax or service charges;
2. the negotiation, renewal or review of a tenancy agreement;
3. sale or purchase of land or property, whether or not the sale or purchase is completed;
4. subsidence or heave whatever the cause;
5. a contract other than a lease, tenancy agreement or a license for the use of the land or buildings; or
6. planning or building regulations or decisions, expropriation or compulsory purchase orders;
7. any failure to purchase or maintain buildings insurance where contractually obligated to do so.

IMPORTANT

For the avoidance of doubt, this Head of Cover does not indemnify the Insured for the costs or restoration, remediation or repair to land or buildings.

d) Data Protection Dispute

What is covered:

The **Insured's Costs** of defending a **Dispute** made or brought against the **Insured** under the Privacy Act 1988.

e) Statutory License Appeal

What is covered:

The **Insured's Costs** incurred in appeal against the suspension, revocation, imposed alteration of or refusal to renew a Statutory Licence.

What is not covered:

The costs of complying with a notice or order or **Insured's Costs** of a **Dispute** arising from:

1. a suspension, revocation, imposed alteration or refusal imposed by an Act of Parliament or Federal, State or Territory local Government; or
2. Driving Licences

f) Restrictive Covenant Dispute

What is covered:

The **Insured's Costs** of pursuing a **Dispute** with an **Employee** to obtain an injunction against the **Employee** for their breach of an express restrictive covenant in their contract of employment where the breach arises from soliciting your **Employees** or customers.

What is not covered:

The **Insured's Costs** of a **Dispute** relating to individuals who before the inception of the policy either ceased to be **Employees** or were working out their notice (including any **Employee** on gardening leave)

g) ATO Tax Investigation

What is covered:

The **Insured's Costs** in respect of a **Tax Investigation**, provided

that:

- all forms or tax returns are completed and submitted within the statutory deadlines applicable;
- the **Insured** is registered for all relevant registration regimes;
- the **Insured** has kept proper records in accordance with statutory requirements;

What is not covered:

- a tax avoidance scheme (including superannuation contributions) or arrangement or plan of any kind; or
- an investigation or inquiry by the ATO into alleged gross negligence, dishonesty or criminal offences.
- an investigation or inquiry commenced for the purpose of determining the **Insured's** liability to pay tax, interest, additional tax or penalties in any marketed or mass marketed tax avoidance, tax minimization or tax exploitation scheme or arrangement; or
- any audit or investigation, in whole or in part, made by the Prosecutions Division or following the transfer of an inquiry to that Division; or
- GST** refunds in countries outside of Australia or Import **GST**.

IMPORTANT

For the avoidance of doubt, this Policy does not indemnify the Insured for any costs incurred in the routine preparation and submission of a tax return or any tax amount due.

5.7 Specific Exclusions Applicable to Section 7

a) Defence of Civil Proceedings

The defence of the **Insured** in a **Dispute** arising from:

- injury or disease including psychiatric injury and stress; or
- Loss**, destruction or **Damage** of or to Property; or
- alleged breach of any professional duty or other

tortious duty of care alleged to be owed by the **Insured** (other than as specified under Head of Cover "Property Disputes").

b) Excluded Claims:

Any Claim:

notified to the **Claims Administrator** after the **Period of Insurance**;

where the **Insured's** delay during the **Period of Insurance**

in notifying the **Claims Administrator** has prejudiced the **Insurer's** position;

arising from any **Claim** that the Insured was or should have been aware of before the commencement of the **Period of Insurance**;

more specifically insured or any amount that the **Insured** cannot recover from a more specific insurance because the **Insurer** refuses the claim for indemnity under the other insurance;

disputes between the Insured and any parent, subsidiary, associated or sister company or partner; relating to the breach or alleged breach of confidentiality or passing off, whether related to intellectual property or not;

arising out of the ownership or existence of any intellectual property rights;

where no **Court or Tribunal** will or would entertain a hearing on the substantive merits of the **Dispute** or which is otherwise not within the jurisdiction of a **Court or Tribunal**;

where there are no **Prospects of Success**;

in respect of any class, group or representative action, litigation or proceedings;

arising from an **Insured's** deliberate or reckless act;

arising from or relating to a judicial review;

arising from or relating to defamation or malicious falsehood; and

arising from or relating to the growing, harvesting, processing, distribution or sale of any marijuana plants or the extraction or processing of marijuana derivatives for personal or commercial use even if

legal in the Insured's State or Territory.

c) Any Dispute:

With the **Insurer, Us**, the **Claims Administrator, Appointed Representative** or any broker involved in the placement of this **Policy**.

d) Excluded Costs

The Insurer will not indemnify for pay on behalf of the **Insured** any **Insured Costs**:

1. associated with an appeal, unless:
 - a. the appeal relates to a **Claim** that the **Insurer** has already covered under this **Policy**; and
 - b. the **Insured** notifies the **Claims Administrator** in writing that the Insured wants to appeal at least six working days before the Insured is required to give notice of appeal; and
 - c. the appeal has **Prospects of Success**.
2. that the **Insured** pays or agrees to pay without the **Claims Administrator's** prior consent;
3. arising from a breach of the **Insured's** obligations under this **Policy** or acts of the **Insured** or the **Appointed Representative** that cause prejudice to the **Insurer**.
4. Arising from the **Insured** acting against or differently from the advice of the **Appointed Representative**.

5.8 Specific Definitions Applicable to Section 7

5.8.1 Appointed Representative

Means the legal, accounting or other professional representative appointed to act on behalf of the **Insured** in respect of the resolution of a **Dispute** with the required expertise and are familiar with the terms and conditions of the **Policy**.

5.8.2 Claims Administrator

Means the company appointed by the **Insurer** which administers claims notified under Section 7 Legal Expenses on the **Insurer's** behalf.

5.8.3 Court or Tribunal

Means a court, tribunal or other statutory body of competent jurisdiction within Australia and which adjudicates in the **Dispute**.

5.8.4 Dispute

Means any legal action or right to legal action and any contest between the **Insured** and a third party, whether involving legal proceedings or not, including:

- a) any contest between the **Insured** and any public administration body;
- b) any necessary steps approved by the **Claims Administrator** taken before the commencement of that proceeding;
- c) any appeal to a **Court or Tribunal** with the **Claims Administrator's** written consent; and
- d) criminal proceedings brought against the **Insured**.

5.8.5 Insured's Costs

Means:

- a) the reasonable legal fees and disbursements payable by the **Insured** to the **Appointed Representative** and incurred in a **Dispute** with the prior written consent of the **Claims Administrator** and whose reasonable amount is determined by taxation or assessment of costs or by agreement of the **Claims Administrator**; and
- b) **Opponents Costs**, but excluding:
 - i. any fees and disbursements recovered by the **Insured** from an **Opponent**;
 - ii. any costs which the **Insured** is ordered to pay by a **Court or Tribunal** adjudicating in any criminal proceedings; and
 - iii. any **GST** or equivalent tax chargeable by the **Appointed Representative** if you are registered for these taxes.

5.8.6 Opponent

Means a party to a **Dispute** other than the **Insured**.

5.8.7 Opponent's Costs

Means the legal fees and disbursements incurred by an **Opponent** in a **Dispute** which the **Insured** is ordered by the **Court or Tribunal** to pay.

5.8.8 Prospects of Success

Means in the opinion of the **Appointed Representative**, there is a greater than 51% chance of:

- a) successfully defending a **Dispute**; or
- b) obtaining a successful outcome in the pursuit of a **Dispute**;

having regard to the proportionality between the remedy claimed and the **Insured's Costs** to be incurred.

SECTION 8 – Office Bearers’ Liability

The Cover

Where Office Bearers’ Liability is shown as insured in the **Schedule** with specific **Sums Insured** shown for the respective items covered, **We** agree to provide **You** with the insurance set out in this **Section** in respect of:

1) Office Bearers

We will indemnify **Office Bearers** for **Loss** arising from any **Claim** due to a wrongful act committed while acting in their capacity as **Office Bearers**, provided that:

- a) The **Claim** is first made against them, jointly or individually, during the **Period of Insurance**; and
- b) The **Claim** is notified to **Us** as soon as reasonably practicable during the **Period of Insurance**.

2) You

We will indemnify **You** for **Loss** for which **You** may be vicariously liable or arising from **Your** indemnification of an **Office Bearer**, as permitted or required by law due to any **Claim** related to a wrongful act committed by an **Office Bearer** while acting in that capacity, provided that:

- a) The **Claim** is first made against **You** or any **Office Bearer**, jointly or individually, during the **Period of Insurance**; and
- b) The **Claim** is notified to **Us** as soon as reasonably practicable during the **Period of Insurance**.

The maximum amount **We** will pay for all losses during any one **Period of Insurance** is the limit of liability stated in the **Policy Schedule**.

Definitions Applicable to Section 8

Words shown in bold have a particular defined meaning. **You** should refer to these Definitions and the General Definitions contained in this **Policy** to obtain the full meaning of such terms. Also where the context requires:

- 1) words in the singular will include the plural and vice versa; and
- 2) words expressed in one gender shall include all

genders; and

- 3) references to 'a person' shall include any individual, company, partnership or any other legal entity;
- 4) Any phrase introduced by the term 'include', 'including', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding that term.
- 5) references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

All headings within this **Policy** are included for convenience only and will not form part of this **Policy**.

2.1 Claim(s)

- a) Any writ, summons, application, or other originating legal or arbitral process, complaint, charge, cross-claim, or counter-claim served upon **You** or any **Office Bearer**, alleging a Wrongful Act; or
- b) Any written demand directed at **You** or any **Office Bearer**, alleging a Wrongful Act.

2.2 Defence Costs

Costs, charges, and expenses (excluding **Your** own fees, salaries, or those of **Your Employees**) incurred by **Us** or with **Our** prior written consent (such consent not to be unreasonably withheld) for:

- a) Investigating, defending, monitoring, or settling any **Claim** or proceedings, including appeals arising from them; and
- b) Costs associated with the appeal process.

2.3 Employee

Any individual who was, is, or may become engaged under a contract of service with **You**.

2.4 Loss

- a) Legal liability to pay damages, judgments, settlements, awards, or orders for costs; and
- b) Defence Costs.

2.5 Representation Costs

All reasonable and necessary legal fees, costs, and expenses incurred by Us or with **Our** prior written consent (such consent not to be unreasonably withheld) exclusively for the legally compellable attendance of an **Office Bearer** at any official investigation into the affairs of the Owners Corporation, Strata Corporation, Community Title, Body Corporate, or similar entity named in the **Policy Schedule**.

2.6 Wrongful Act

Any actual or alleged:

- Breach of duty, breach of trust, neglect, error, misstatement, misleading statement, failure to act, breach of warranty, or authority; or
- Other wrongful act or omission committed, attempted, or alleged to have been committed or attempted by an **Office Bearer** in the execution of their duties as:

a) An **Office Bearer**, or in relation to any matter where they are claimed against solely for acting in this capacity on **Your** behalf; or

b) An **Office Bearer** serving on a related Building Management Committee, provided they are also, at the relevant time, an **Office Bearer**, committee member, nominee, or director acting on **Your** behalf, and their role on the related Building Management Committee arises from this capacity only.

Specific Exclusions Applicable to Section 8

1) **Claims** for a **Wrongful Act**:

- a) That Occurred before the Retroactive Date.
- b) That were made outside the **Period of Insurance**, unless **You** or a **Member** first became aware of the facts giving rise to the **Claim** during the period of cover and notified Us of these facts within the same period.

2) **Claims** for a **Wrongful Act** arising from facts:

- a) That were notified under a prior **Policy**.
- b) That **You** or a **Member** were aware of before the commencement of this cover.

3) **Claims** for a **Wrongful Act** arising from:

- a) Abuse of power.
- b) A conflict between a **Member's** duties and interests.
- c) Any criminal, dishonest, fraudulent, malicious, reckless, or wilful act or omission.
- d) A guarantee or warranty provided by a **Member**.
- e) A **Member** obtaining profit or advantage to which they were not entitled.
- f) A **Member** using information unavailable to buyers or sellers of securities.
- g) Money or benefits received by a **Member** without authorization from the Governing Body.
- h) Seepage or pollution.
- i) A decision not to effect or maintain insurance.

4) **Claims** arising from or related to:

- a) Defamation.
- b) **Loss**, loss of use, or damage to property.
- c) Bodily injury, sickness, disease, or death of a person or animal.

Additional Benefits Applicable to Section 8

1) **Continuous Cover**

If a **Claim**, fact, or circumstance arises that should have or could have been notified under a previous office bearers liability insurance **Policy** issued by **Us**, **We** will accept the notification under this **Section 8**, provided that:

- a) **We** have been the continuous insurer under an office bearer's legal liability insurance **Policy** from the time when the notification should or could have been made until the time it was actually made;
- b) There was no fraudulent non-compliance with **Your** duty to take reasonable care not to make a misrepresentation, nor any fraudulent misrepresentation, in relation to the **Claim**, fact, or circumstance; and
- c) The applicable terms, conditions, **Limit of Liability**, and **Excess** will be those that applied to the office bearer's liability insurance **Policy** in effect at the time the notification should or could have been made.

2) Extended Reporting Period

If **We** decline to offer renewal of the **Policy** at the end of the **Period of Insurance** for reasons other than non-payment of premium or fraudulent misrepresentation, and **You** have not secured another replacement **Policy** providing substantially similar coverage, **We** will accept notification of a **Claim**, fact, or circumstance arising within 30 days after the **Policy's** expiry date. Such notification must be made within this 30-day period and comply with the provisions of this **Section 8**. The applicable terms, conditions, **Limit of Liability**, and **Excess** will remain those of this **Section 8**.

Specific Conditions Applicable to Section 8

1) Costs and Expenses

The payment of costs and expenses incurred in investigating, defending, or settling any **Claim**, where **We** have not yet agreed to indemnify **You** under **Section 8 – Office Bearer's Liability**, will be at **Our** reasonable discretion.

2) Settlement and Contesting Claims

If **You** unreasonably refuse to agree to a settlement recommended by **Us** and accepted by the other party, choosing instead to contest or continue legal proceedings, **Our** liability for the **Claim** will not exceed the recommended settlement amount plus costs and expenses incurred up to the date of **Your** refusal.

3) Limit of Liability

The inclusion of multiple insured parties under this **Policy** does not extend or increase **Our Limit of Liability**.

4) Payments Toward Potential Claims

Any payment made by **Us** in response to a threat or indication of a potential **Claim** will be considered a settlement under this **Policy**. Such payments will contribute to the aggregate of all **Claims** under **Section 8 – Office Bearer's Liability**. **We** will notify **You** of any potential settlement before proceeding.

5) Notification of Claims

As a condition precedent to liability under this **Policy Section**, **You** must notify **Us** as soon as reasonably practicable of:

- Any **Claim** made against **You**;
- Any notice from a person of their intent to make a **Claim** against **You**; or
- Any circumstances of which **You** become aware that could give rise to a **Claim**.

Upon reasonable request, **You** must provide **Us** with the information and assistance **We** require. Any **Claim** arising from circumstances previously notified to **Us** will be deemed made during the **Period of Insurance**.

6) Admission of Liability and Subrogation

You or anyone acting on behalf of the Body Corporate must not admit liability, settle a **Claim**, or incur costs without **Our** prior consent, which will not be unreasonably withheld.

We reserve the right to take over and conduct proceedings in **Your** name concerning any **Claim**. **We** will keep **You** informed of the progress of such proceedings. Subrogation rights will not be exercised against **Employees** of the **Insured** unless they are guilty of dishonest, fraudulent, criminal, malicious, or seriously wilful misconduct.

7) Misconduct by Multiple Insured Parties

If more than one insured party is covered under **Section 8 – Office Bearer's Liability** and:

- Fails to meet their duty of disclosure under the Insurance Contracts Act 1984 (Cth);
- Provides false or misleading information during **Policy** inception or renewal; or
- Fails to comply with the **Policy's** terms and conditions,

such conduct will not prejudice the rights of other insured parties, provided that:

- The remaining parties notify **Us** in writing as soon as they become aware of the misconduct; and
- The remaining parties pay any additional premium required by **Us** to account for the increased risk.

SECTION 9 – Environmental Impairment Liability

The Cover

Where Environmental Impairment Liability is shown as insured in the **Schedule** with specific **Sums Insured** shown for the respective items covered, **We** agree to provide **You** with the insurance set out in this **Section** in respect of:

Insuring Agreement A – Coverages

1) First Party Protection

Provided, for each Coverages listed below (1a – 1d), the **Pollution Incident** is first discovered by a **Responsible Insured** and reported to the **Insurer** during the **Period of Insurance**:

a) Clean-up

The **Insurer** will pay on behalf of the **Insured**, **Clean-up Cost** resulting from a **Pollution Incident** on, at, under, or migrating from or through an **Insured Location(s)**.

b) Emergency Response

The **Insurer** will pay on behalf of the **Insured**, **Emergency Response Costs** resulting from a **Pollution Incident**:

- i. on, at, under, or migrating from or through an **Insured Location(s)**
- ii. caused by **Transportation**; or
- iii. caused by **Covered Operations**.

c) Environmental Crisis

The **Insurer** will pay on behalf of the **Insured**, **Crisis Cost** resulting from a **Crisis Event**.

d) Business Interruption

The **Insurer** will pay the **Business Interruption Cost** and **Extra Expenses** incurred by the **Insured** and caused solely by a **Pollution Incident** on, at or under an **Insured Location(s)**, provided the **Pollution Incident** results in **Clean-up Cost** covered by this Policy.

2) Third-Party Claims

Provided, for each Coverages listed below (2a – 2c) the **Claim**

for damages because of such **Personal Injury** or **Property Damage**, or a **Claim** for such **Clean-up Cost**, is first made against the **Insured** and reported to the **Insurer** during the **Period of Insurance**:

a) Insured Location(s)

The **Insurer** will pay on behalf of the **Insured** those sums that the **Insured** becomes legally obligated to pay as damages, **Personal Injury**, **Property Damage** or **Clean-up Cost** resulting from a **Pollution Incident** on, at, under, or migrating from or through an **Insured Location(s)**.

b) Transportation

The **Insurer** will pay on behalf of the **Insured** those sums that the **Insured** becomes legally obligated to pay as damages and or compensation, **Personal Injury**, **Property Damage** or **Clean-up Cost** resulting from a **Pollution Incident** that:

- i. occurs within the **Coverage Territory**; and
- ii. is caused by **Transportation**.

c) Covered Operations

The **Insurer** will pay on behalf of the **Insured** those sums that the **Insured** becomes legally obligated to pay as damages and/or compensation, **Personal Injury**, **Property Damage** or **Clean-up Cost** resulting from a **Pollution Incident** caused by **Covered Operations**.

Insuring Agreement B – Defence, Supplementary Payments and Settlement

1) Defence

- a) The **Insurer** has the right but not the duty to defend the **Insured** against any **Claim** seeking damages and/or compensation or **Clean-up Cost** subject to coverage under Coverage Section 2 (Third-Party Claims). The **Insurer** has no duty to defend the **Insured** against a **Claim** to which that Coverage does not apply under this Policy. The **Insurer's** duty to defend ends when the applicable **Limit of Liability** is exhausted by payment of **Loss**. Legal expense

incurred for defence of any **Claim** shall erode the applicable **Limit of Liability**. The **Insurer** has the right but not the duty to investigate any **Pollution Incident** and settle any resultant **Claim**.

applicable **Deductible** paid by the **First Named Insured**, up to a maximum of \$10,000 for such **Claim**.

Definitions Applicable to Section 9

Words shown in bold have a particular defined meaning. You should refer to these Definitions and the General Definitions contained in this Policy to obtain the full meaning of such terms. Also where the context requires:

- 1) words in the singular will include the plural and vice versa; and
- 2) words expressed in one gender shall include all genders; and
- 3) references to 'a person' shall include any individual, company, partnership or any other legal entity;
- 4) Any phrase introduced by the term 'include', 'including', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding that term.
- 5) references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

All headings within this **Policy** are included for convenience only and will not form part of this **Policy**.

1) Application

Application means all information, including any attachments, other materials provided with it or other materials incorporated or referenced in it submitted by or on behalf of the **Insured** in connection with the underwriting of this Policy or for any other policy of which this Policy is a renewal, replacement or which it succeeds in time.

2) Biodiversity Damage

Biodiversity Damage means actual physical injury to or destruction of water, land or protected species or natural habitats, for which the **Insured** is legally responsible under the Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act) on environmental liability or any equivalent state legislation.

- b) The **Insurer** will also pay any **Supplementary Payment(s)** incurred by the **Insured** resulting from a **Pollution Incident** covered under this Policy. **Supplementary Payment** is not included in **Loss** and shall not erode the **Aggregate Limit of Liability**.
- c) Where the **Insured** is legally entitled to select independent lawyers to defend it, the legal costs and expenses the **Insurer** will pay are limited to the rates that the **Insurer** normally pays to lawyers selected by the **Insurer** to defend similar **Claims** in the jurisdiction where the **Claim** is being defended. The **Insurer** may require that such lawyers meet certain minimum qualifications and maintain errors and omissions insurance. The **Insured** may at any time by its written consent waive any right to select independent lawyers.

2) Settlement

- a) The **Insurer** will present all settlement offers to the **Insured**. If the **Insurer** recommends a settlement of a **Claim** that is acceptable to a Claimant and is within the applicable **Limits of Liability**, and the **Insured** refuses to consent to such settlement, then the **Insurer's** duty to defend shall end and the **Insurer** may tender the defence to the **Insured**. The **Insured** shall then defend such **Claim** independently. The **Insurer's** liability shall not exceed the amount for which the **Claim** could have been settled had the **Insurer's** recommendation been accepted plus legal expenses, exclusive of the **Deductible**, incurred up to the time the **Insurer** recommended the settlement.
- b) In the event the **Insured** and the **Insurer** resolve any **Claim** as a direct result of mediation or other non-binding alternative dispute resolution process facilitated by a neutral third-party, the **Insurer** shall reimburse the **First Named Insured** for 50% of any

3) Biodiversity Damage Expense

Biodiversity Damage Expense means reasonable and necessary expense to:

- a) investigate, neutralise, remove, remediate, monitor or dispose of pollutants that have caused **Biodiversity Damage**; or
- b) undertake Remediation required as a result of **Biodiversity Damage** caused by a **Pollution Incident**. Remediation action and/or orders are as defined in Section 480A and any equivalent state legislation.

4) Biological Agent

Biological Agent means any microorganism (including bacteria, viruses, rickettsia, or protozoa) or infectious substance, or naturally occurring, bioengineered, or synthesized component of any such microorganism or infectious substance capable of causing:

- a) death, disease, or other biological malfunction in a human, animal, plant, or another living organism;
- b) degradation of food, water, equipment, supplies, or other material of any kind; or
- c) deleterious alteration of the environment.

5) Business

Business means all activities stated in the Schedule including:

- a) The ownership and occupation of premises by the Insured;
- b) The provision of any sponsorship, charitable donations, or attendance at any charitable event or gala;
- c) Canteen, social sports, welfare, childcare services or other activities for the Insured's employees;
- d) First aid, fire and ambulance services provided by the Insured for the Insured's own purposes;
- e) Private work undertaken by employees for any director, partner, officer or executive of the **Insured**.

6) Business Interruption Cost

Business Interruption Cost means:

- c) Net profit Loss, including **Rental Value**, before taxes that the **Insured** would have earned or incurred during the **Business Interruption Period**; and

- d) Continuing normal operating expenses incurred by the **Insured** during the **Business Interruption Period**, including payroll expense for the **Insured's** employees, except employees under contract, officers, executives, and department managers,

due to the reasonable and necessary interruption of the **Insured's** operations at an **Insured Location(s)** during the **Business Interruption Period**.

If the **Insured** would have incurred a net Loss under Paragraph 1. above, such net Loss shall reduce the operating expenses recoverable under Paragraph 2. above.

If it is or was practicable to resume any portion of standard business operations by making use of any portion of the **Insured Location(s)** or other premises but such operations were not resumed, the **Insurer** will reduce **Business Interruption Cost** to account for such non-resumption of operations.

7) Business Interruption Period

Business Interruption Period means period of time that begins with the interruption of the **Insured's** operations at an **Insured Location(s)** due to a **Pollution Incident** and ends on the earliest of:

- a) when the **Insured Location(s)** is reasonably restored to operations;
- b) when the **Insured Location(s)** should have been restored to operations with reasonable speed and quality; or
- c) when business activities resume at a new permanent location. **Business Interruption Period** does not include any time period resulting from delay in resuming standard business operations because of interference by any third-party or the **Insured**, including any of its employees.

8) Claim

Claim means a written demand seeking a remedy and alleging liability or responsibility on the part of the **Insured**.

9) Clean-up Cost

Clean-up Cost means reasonable and necessary expense incurred with the Insurer's prior written consent, including legal expense and restoration cost, to investigate, abate, contain, treat, remove, remediate, monitor, neutralise or dispose of contaminated soil, surface water or groundwater or other contamination caused by a **Pollution Incident** but only to the extent required by Environmental Law or for cost incurred by a third-party including any Governmental Authority. Clean-up Cost shall also include Mitigation Expense and Biodiversity Damage Expense.

10) Contingent Transportation

Contingent Transportation means the movement of the **Insured's** waste or products by automobile, aircraft, **Hovercraft**, **Watercraft**, or other **Conveyance** beyond the boundaries of the **Insured Location(s)** by a person or entity, other than an **Insured**, engaged in the business of transporting property for hire, until such time as the waste or product is unloaded from an automobile, aircraft, **Watercraft**, or other **Conveyance**.

11) Conveyance

Conveyance means an automobile, railcar, train, **Hovercraft**, **Watercraft** or aircraft, but does not include pipelines.

12) Covered Operation

Covered Operation means activity performed for a third-party for a fee by or on behalf of the **Insured** at any job site that is not located on or at any **Insured Location(s)**. Covered operation does not include Transportation.

13) Crisis Cost

Crisis Cost means reasonable and necessary fees and expenses incurred by a firm listed in any Schedule of Crisis Management Firms, attached to this Policy or by any other firm selected by the **Insured** with the **Insurer's** prior written consent, within the first 21 days following the **Crisis Event**, for services in advising the **Insured** on minimizing potential harm from a covered **Crisis Event** by maintaining and restoring public confidence in the **Insured**. **Crisis Cost** includes amounts for reasonable and necessary printing, advertising, mailing of material, or travel by the **Insured's** directors, officers, employees or agents at the direction of a Crisis Management Firm.

14) Crisis Event

Crisis Event means a **Pollution Incident** that in the good faith judgment of an Executive Officer results, or in the absence of action to restore public confidence in the **Insured** is likely to result, in significant adverse media coverage.

15) Emergency Response Cost

Emergency Response Cost means reasonable and necessary costs, charges or expenses, including legal expense and **restoration cost**, to investigate, remove, dispose of, abate, contain, treat, neutralize, monitor or test soil, surface water, groundwater or other contaminated media, provided such costs, charges or expenses are incurred within 7 days after commencement of a **Pollution Incident** that poses an imminent and significant threat to human health or the environment.

16) Environmental Law

Environmental Law means all applicable laws (including statutes, common law, regulations and sub-ordinate legislation, judgments, directions, decisions, notices, by-laws, codes of practice, statutory guidance, guidance notes, demands, orders and circulars, and the laws of the European Union) from time to time in force in any relevant jurisdiction relating to a **Pollution Incident**.

17) Executive Officer

Executive Officer means a person holding any of the officer positions created by the **Insured** in its charter, constitution, by-laws or any other similar governing document.

18) Extra Expense

Extra Expense means necessary expenses, other than the **Insured's** continuing normal operating expenses, that the **Insured** incurs during the **Business Interruption Period** and that the **Insured** would not have incurred had there been no **Pollution Incident** on, at or under an **Insured Location(s)**. To the extent it reduces the **Business Interruption Cost** that otherwise would have been payable under Business Interruption coverage, **Extra Expense** includes expenses the **Insured** incurs to avoid or minimise the suspension of business and to continue operations.

- a) At the **Insured Location(s)**; or
- b) At replacement or temporary location(s), including

relocation expenses and costs to equip and operate the replacement or temporary location(s).

Extra Expense will be reduced by any salvage or other value of property obtained for temporary or other use during the **Business Interruption Period** that remains after the resumption of operations.

19) First Named Insured

First Named Insured means the entity named in the Schedule.

20) Green Up-Grade Cost

Green Up-Grade Cost means cost to replace damaged material with reasonably priced alternative environmentally superior material serving the same purpose, as certified by an independent qualified certifying body. If such certification is not available, such costs for such environmentally superior material must be approved in advance in writing by the **Insurer** in its sole discretion.

21) Government Authority

Governmental Authority means any legal body, authority, agency or other person having authority under **Environmental Law**.

22) Incidental Contract

Incidental Contract means:

- a) Any written rental agreement or lease of real property
- b) Any written contract with any public effect or maintain any insurance with respect to such property; or
- c) Where the **Insured** is required by contract to release any government, public authority, statutory authority or landlord but only to the extent required by such contract

23) Insured Contract

Insured Contract means any contract entered into prior to the discovery of a **Pollution Incident** giving rise to **Loss** or a **Claim** under this Policy, and listed in any Schedule of Insured Contracts Endorsement, attached to this Policy.

24) Loss

Loss means:

- a) Damages because of **Bodily Injury** or **Property Damage**;
- b) **Clean-up Cost**;
- c) **Emergency Response Cost**;
- d) **Crisis Cost**;
- e) **Business Interruption Cost** and **Extra Expense**; and
- f) Legal expense, except for **Supplementary Payment**.

25) Microbial Matter

Microbial Matter means fungi, mold, yeast, bacteria or viruses including any spores, mycotoxins, or by-products produced or released, whether or not such matter is living.

26) Mitigation Expense

Mitigation Expense means reasonable and necessary expense incurred to abate or respond to an imminent threat to human health or the environment whereby in absence of such mitigation:

- i. **Bodily Injury** or **Property Damage** to third parties will occur;
- ii. **Biodiversity Damage** will occur; or
- iii. **Clean-up Cost** will be incurred.

Mitigation Expense does not include costs associated with capital improvements, betterment, or routine maintenance.

27) PFAS

PFAS means:

- a) perfluoroalkyl or polyfluoroalkyl substances, including but not limited to perfluoroalkyl acids (PFAAs), perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, "C8", "ADONA," perfluoroalkane sulfonyl fluoride (PASF), perfluorobutanesulfonic acid (PFBS), polytetrafluoroethylene (PTFE), perfluoropolyethers (PFPEs), fluoropolymers, perfluorononanoic acid, or ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals, related higher homologue chemicals; or
- b) any breakdown or byproducts of any of the items listed in subsection **a.** above.

28) Pollutant

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including without limitation smoke, vapors, soot, silt, fumes, acids, alkalis, chemicals, hazardous substances, petroleum hydrocarbons, low level radioactive matter or waste, medical, infectious or pathological waste or waste materials, electromagnetic fields, or **Biological Agent**.

29) Pollution Incident

Pollution Incident means the discharge, emission, seepage, migration, dispersal, release or escape of any **pollutant** into or upon land, or any structure on land, the atmosphere or any watercourse or body of water including groundwater, provided such **pollutant** is not naturally present in the environment in the concentration or amounts discovered.

30) Principal

Principal means any person with whom the **Insured** has entered into a written contract or agreement to do any work or provide any services in connection with the **Business**.

31) Rental Value

Rental Value means:

- a) The total anticipated rental income from tenant occupancy of the **Insured Location(s)** as furnished and equipped by the **Insured**;
- b) All charges that are the legal obligation of the tenant(s) pursuant to a lease and that would otherwise be the **Insured's** obligations, and
- c) The fair Rental Value of any portion of the **Insured Location(s)** that is occupied by the **Insured** during the **Business Interruption Period**, less any rental income the **Insured** could earn:
 - i. By complete or partial rental of the **Insured Location(s)**, or
 - ii. By making use of other property on the **Insured Location(s)** or elsewhere.

32) Responsible Insured

Responsible Insured means any **Insured's** manager or supervisor responsible for environmental affairs, control or compliance, or any of the **Insured's** officers, directors or partners.

33) Restoration Cost

Restoration cost means reasonable and necessary expense incurred by the **Insured** with the **Insurer's** prior written consent to repair or replace physically damaged real or personal property, when such damage occurs during the course of incurring covered **Clean-up Cost** or **Emergency Response Cost**, regardless of whether such damage to such real or personal property is directly caused by a **Pollution Incident**. **Restoration cost** shall not exceed the replacement cost of such real or personal property. **Restoration cost** also includes **Green Up-Grade Cost**. Except for **Green Up-Grade Cost**, cost of restoration, repair or replacement in kind or quality exceeding that of the real or personal property before it was damaged is not included in **restoration cost**.

34) Supplementary Payment

Supplementary Payment means actual Loss of earnings and reasonable personal and travel expense up to \$500 per day incurred by the **Insured** to attend a hearing, deposition or trial at the written request of the **Insurer**, or to respond to a subpoena for records related to the defence of a **Claim** covered under this Policy; provided the maximum amount the **Insurer** will pay for all such expenses for the **Insured's** attendance at any one hearing, deposition, trial, disciplinary proceeding or subpoena response for any one **Claim** shall not exceed \$5,000.

35) Terrorism

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

36) Transportation

Transportation means the movement by the **Insured**, or by a third-party carrier on behalf of the **Insured** properly licensed to conduct such movement, of goods, products, merchandise, supplies or waste by any **Conveyance**. **Transportation** includes the loading or unloading of goods, products, merchandise, supplies or waste into, onto or from any **Conveyance**.

37) Underground Storage Tank

Underground Storage Tank means any one tank or combination of tanks, including any attached underground pipes, that has at least 10% of its volume below ground level if outdoors or below the ground floor level if indoors. **Underground Storage Tank** does not include septic tanks, sumps, oil-water separators, storm-water or wastewater collection systems.

Exclusions Applicable to Section 9

This Policy does not cover:

1) Asbestos

Any liability arising out of or in any way connected with any **Claim** or **Claims** in respect of **Personal Injury, Property Damage or Clean-Up Cost, Loss** or **Losses** arising directly or indirectly out of, or in any way connected with asbestos in whatever form or quantity.

2) Capital Expenditure

Any expenditure, costs or other liabilities in relation to repair, restoration, reinstatement, maintenance, upgrade, improvement or supplementation of any equipment, plant, foundation, building or any above or below ground structure. This Exclusion does not apply to **restoration costs** or **Green Up-Grade Costs**.

3) Contractual Liability

Loss that the **Insured** is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability:

- i. for **Loss** that the **Insured** would have in the absence of the contract or agreement, or
- ii. assumed in an **Insured Contract**.

4) Criminal Fines, Penalties and Assessments

Any criminal fines, criminal penalties or criminal assessments.

5) Cyber Act or Cyber Incident

Any **Loss, Supplementary Payments** or legal expense caused by,

resulting from or arising out of a **Cyber Act** or **Cyber Incident**.

6) Divested Properties

Loss arising from any property that the **Insured**:

- i. prior to the **Inception Date**, sold, terminated a lease in which the **Insured** was the lessee, gave away or relinquished operational or management control of; or
- ii. abandoned at any time. This exclusion does not apply to **Insured Location(s)** listed in any Schedule of **Insured Location(s)** Endorsement attached to this Policy.

7) E-Commerce

Any liability arising out of or in connection with:

- a) Total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation or misappropriation or other use of **Electronic Data**
- b) Error in creating, amending, entering, deleting, or using **Electronic Data**, or
- c) The total or partial inability or failure to receive, send, access, or use **Electronic Data** for any time or at all from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur

8) Employment Liability

Personal Injury to:

- a) an employee or former employee of the **Insured** arising out of and in the course of:
 - i. Employment by the **Insured**; or
 - ii. Performing duties related to the conduct of the **Insured's Business**; or
- b) The spouse, child, parent, brother or sister of that employee as a consequence of Clause 4a.

9) Identified Underground Storage Tanks

A **Pollution Incident** arising out of an **Underground Storage Tank** located at an **Insured Location(s)**, the existence of which is known by any **Responsible Insured** as of the **Inception Date**, unless such **Underground Storage Tank** is scheduled on an

Underground Storage Tank Endorsement attached to this Policy.

10) Installed Lead

Clean-up Cost arising out of lead-based paint installed or applied in, on, or to any building or structure, including any removal and disposal of such materials.

This Exclusion does not apply to remediation of soil, surface water or groundwater contamination.

11) Insured's Products

Loss arising out of any goods or products (including containers) manufactured, sold, handled, distributed, altered or repaired by any **Insured** or others trading or operating under any **Insured's** name. This Exclusion applies to any obligation or liability arising from or related to warranties and representations respecting the fitness of such goods or products and to the failure to provide warnings or instructions for such goods or products. This Exclusion does not apply to **Loss** arising from **Transportation** or storage of such products at an **Insured Location(s)**.

12) Insured Versus Insured

Any **Claim** brought by or on behalf of any **Insured** against any other **Insured** under this Policy. This Exclusion does not apply to a **Claim** that arises out of an indemnification given by one **Insured** to another **Insured** in an **Insured Contract**.

13) Intentional Non-Compliance

Loss arising out of a **Responsible Insured's** intentional non-compliance with **Environmental Law**. This Exclusion does not apply to the **Insured's** action taken in good faith in reliance upon written advice of outside counsel received in advance of such non-compliance or in response to an imminent and significant threat to human health or the environment.

14) Internal Expenses

Any costs, charges or expenses, incurred by any **Insured** for goods supplied or services performed by the staff or salaried

employees of any **Insured**, unless such costs, charges or expenses are incurred with the prior written approval of the **Insurer** in its discretion. This Exclusion does not apply to **Supplementary Payment**.

15) Microbial Matter

Loss arising out of **Microbial Matter**.

16) PFAS

Any **Loss** or **Supplementary Payments** or legal expense caused by, resulting from or arising out of **PFAS**.

17) Previously Reported Claim

Loss arising out of the same, related, continuous or repeated **Pollution Incident** that was the subject of a **Claim** reported under any policy of which this is a renewal or replacement or which it may succeed in time, whether or not such prior policy affords coverage for such **Claim**.

18) Prior Knowledge / Disclosure

A **Pollution Incident** or imminent threat of a **Pollution Incident** known by a **Responsible Insured** prior to the **Inception Date** and not specifically disclosed in the **Application**.

19) Punitive Damages

Any punitive, exemplary or the multiplied portion of multiple damages, or any civil or administrative fines, penalties or assessments, except where such damages, fines, penalties, assessments are insurable by applicable law.

20) Redevelopment or Construction

Loss arising either directly or indirectly from the excavation or movement of any ground material (including, but not limited to surface soils and subsurface soils) from any construction, redevelopment, or refurbishment, on or at the **Insured Location(s)**.

21) Vehicles

Any **Pollution Incident** resulting from the use, maintenance or

operation, including loading or unloading, of an automobile, aircraft, **Watercraft**, or other **Conveyance** beyond the boundaries of the **Insured Location(s)**. This Exclusion shall not apply to **Contingent Transportation**, if such coverage is added to Coverage Section B of this Policy by endorsement.

22) Voluntary Site Investigation

Loss arising from any voluntary environmental investigation that is not required by **Environmental Laws** including, but not limited to, intrusive investigations or the taking or testing of soil and/or water samples from any **Insured Location(s)** for the purposes of discovering a **Pollution Incident** or **Biodiversity Damage**.

23) War and Terrorism

Loss arising out of, based upon, attributable to or in any way involving any of the following regardless of any other cause or event contributing concurrently or in any other sequence to **Loss**:

- a) **War**, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, strike, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b) Any act of **Terrorism**.

This exclusion also excludes any **Loss** on account of any **Claim** of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

If the **Insurer** alleges that by reason of this exclusion any **Loss** is not covered by this Policy, the burden of proving the contrary shall be upon the **Insured**. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Additional Benefits Applicable to Section 9

1) Extended Reporting Period

Commercial Strata Insurance Policy CSIP2025.5

The Barn Underwriting Agency – Trading as a Business Name of Market Lane Insurance Group Pty Ltd

ABN 15 625 224 642 | AFSL 509709

This Section applies solely to Coverage Section 2 (Third-Party Claims):

If the Policy was not terminated due to non-payment of premium, or fraud or misrepresentation in the Application for this Policy, and the **First Named Insured** has not purchased any other insurance to replace this insurance, the **Insurer** will provide an Automatic Extended Reporting Period as described in Paragraph A. below, or, if the **First Named Insured** purchases it, an Optional Extended Reporting Period as described in Clause 2 below.

1. Automatic Extended Reporting Period

The Automatic Extended Reporting Period is 90 days following the end of the **Period of Insurance**. A **Claim** first made against an **Insured** and reported to the **Insurer** during the Automatic Extended Reporting Period will be deemed to have been first made against the **Insured** and reported to the **Insurer** on the last day of the **Period of Insurance**, provided the **Pollution Incident** commenced before the end of the **Period of Insurance**. The Automatic Extended Reporting Period shall not apply if the Optional Extended Reporting Period is purchased pursuant to Paragraph B. below.

2. Optional Extended Reporting Period

The **First Named Insured** is entitled to purchase an Optional Extended Reporting Period Endorsement upon providing written notice to the **Insurer**, within the first 30 days following the end of the **Period of Insurance** of its election to purchase the Endorsement. The Optional Extended Reporting shall be effective for up to 48 months at a rate of not more than 200% of the premium set forth in the Schedule. The Optional Extended Reporting Period Endorsement shall not become effective unless the **First Named Insured** pays the additional premium when due, which will be fully earned upon payment. Once the **First Named Insured** pays the additional premium when due, the Optional Extended Reporting Period may not be cancelled. A **Claim** first made against an **Insured** and reported to the **Insurer** during the Optional Extended Reporting Period will be deemed to have been first made against the **Insured** and

reported to the **Insurer** on the last day of the **Period of Insurance**, provided the **Pollution Incident** commenced before the end of the **Period of Insurance**.

The provision of an **Extended Reporting Period** does not increase or reinstate any aggregate limit under this Policy.

Rights and Duties of the Insurer and The Insured

1) The Insured's Duties in the Event of a Pollution Incident

The **Insured** must notify the Insurer as soon as practicable of any **Pollution Incident**, whether or not it has received a **Claim**.

To the extent possible, such notice should include:

- a) How, when and where the **Pollution Incident** took place;
- b) The names and addresses of any injured persons and witnesses; and
- c) The nature and location of any injury or damage arising out of the **Pollution Incident**.

Notice of a **Pollution Incident** is not notice of a **Claim**.

2) The Insured's Duties in the Event of a Claim

If a **Claim** is made against any **Insured**, the **Insured** must:

- a) As soon as reasonably practicable record the specifics of the **Claim** and the date received;
- b) Notify the **Insurer** as soon as reasonably practicable;
- c) As soon as reasonably practicable send the **Insurer** copies of any demands, notices, summonses or legal papers received in connection with the **Claim**;
- d) Authorise the **Insurer** to obtain records and other information;
- e) Cooperate with the **Insurer** in the investigation, settlement or defence of the **Claim**; and
- f) Assist the **Insurer**, upon its request, in the enforcement of any right against any person or organization which may be liable to the **Insured** because of injury or damage to which this Policy may also apply.

3) Rights and Duties With Respect of Pollution Incidents

- a) In the event the **Insured** becomes aware of a **Pollution Incident** or imminent threat of a **Pollution Incident**, the **Insured** must:
 - i. Promptly report the **Pollution Incident** or imminent threat of **Pollution Incident** to the **Insurer**.
 - ii. Mitigate and clean-up any **Pollution Incident** or imminent threat of **Pollution Incident** to the extent required by **Environmental Law**;
 - iii. Provide the **Insurer** with proposed work plans, bids, contracts, agreements or any similar document, concerning work to result in **Clean-up Cost** (except for **Emergency Response Cost**), which proposals shall be subject to the **Insurer's** right to prior approval; and
 - iv. Provide the **Insurer** at reasonable intervals (and always at least 30 days, or as soon as practicable and prior to submission of any progress report to any regulatory agency) written progress reports concerning the work resulting in **Clean-up Cost**.

- a) The **Insurer** shall have the right but not the duty to mitigate and clean-up (including assuming direct control of any mitigation or clean-up) any **Pollution Incident** that may be covered under this Policy or any imminent threat that may result in a **Pollution Incident** that may be covered under this Policy. In the event the **Insurer** asserts a right to mitigate or clean-up, then any amounts the **Insurer** spends to mitigate or clean-up shall erode the applicable **Limits of Liability** and the **Insured** will reimburse the **Insurer** for any portion of any applicable Deductible advanced while taking such action.

4) Insured's Duties in the Event of Emergency Response Costs

When **Emergency Response Costs** have been incurred, the **Insured** shall forward to the **Insurer** as soon as practicable all information related to such **Emergency Response Costs**, including the cause, commencement and location of the **Pollution Incident**, technical reports, laboratory data, field notes, expert reports, investigations, data collected, invoices, and correspondence with regulatory authorities.

5) Insured's Right to Give Notice of Possible Claim Under Coverage Section 2 (Third-Party Claims)

If during the **Period of Insurance** the **Insured** becomes aware of a **Pollution Incident** which may reasonably be expected to give rise to a **Claim** against the **Insured**, the **Insured** may give the **Insurer** written notice during the **Period of Insurance** of such **Pollution Incident** and the reasons for believing that a **Claim** may arise. Such notice must include the following to the extent possible:

The circumstances under which the **Insured** first became aware of the **Pollution Incident**;

- a) The nature, location and date of commencement of the **Pollution Incident**;
- b) The identity of anticipated or potential Claimants;
- c) The **Personal Injury, Property Damage or Clean-up Cost** that has resulted or may result from the **Pollution Incident**;
- d) All available engineering information relating to the **Pollution Incident**; and
- e) Any other information that the **Insurer** deems reasonably necessary.

In the event the **Insured** provides such notice, all Claims otherwise covered under Coverage Section 2 (Third-Party Claims) that arise out of such **Pollution Incident** and are first made against an **Insured** and reported to the **Insurer** within 6 years after the end of the **Period of Insurance** shall be deemed to have been first made against an **Insured** and reported to the **Insurer** during the **Period of Insurance**

6) Effect of failure to comply with this Section

The **Insurer** shall only be liable under this Policy if the **Insured** complies in full with this Section IV (RIGHTS AND DUTIES OF THE INSURER AND THE INSURED).

Limits of Liability and Deductible Application to Section 9

The **Limits of Liability** shown in the Schedule and the rules below fix the most the **Insurer** will pay under this Policy regardless of the number of **Insureds**, Claimants, **Claims**, **Crisis Events**, or **Pollution Incidents**. The applicable **Limits of Liability** apply in excess of the applicable **Deductible** amounts.

1. Aggregate Limit

The **Aggregate Limit of Liability** set forth in the Schedule is the most of the **Insurer** will pay for all **Loss** under this Policy.

2. Coverage Section Limits

Subject to Paragraph 1. above, the applicable Coverage Section **Limit of Liability** set forth in the Schedule is the most the **Insurer** will pay for all **Loss** under each corresponding Coverage Section.

3. Pollution Incident Limits

Subject to Paragraphs 1. and 2. above, for each Coverage Section except Coverage Section 1.d. (Business Interruption), the applicable **Pollution Incident Limit of Liability** set forth in the Schedule is the most the **Insurer** will pay for all **Loss** arising out of any one **Pollution Incident** or related, continuous or repeated **Pollution Incidents**. In the event a **Pollution Incident** or related, continuous or repeated **Pollution Incidents** give rise to coverage under multiple Coverage Sections under this Policy, the most the **Insurer** will pay under all Coverage Sections for all **Loss** arising out of such **Pollution Incident** or related, continuous or repeated **Pollution Incidents** is the highest applicable **Pollution Incident Limit of Liability**.

4. Business Interruption Limits

Subject to Paragraphs 1. and 2. above, the most the **Insurer** will pay for all **Business Interruption Cost** and **Extra Expense** is the lesser of:

- i. the Australian dollar amount of **Business Interruption Cost** and **Extra Expense** set forth in the Schedule for Business Interruption coverage, or

- ii. the **Business Interruption Cost and Extra Expense** incurred during the number of days set forth in the Schedule for Business Interruption coverage.

5. Deductible

Except with respect to Coverage Section 1.d. (Business Interruption), for each Coverage Section, the applicable Pollution Incident Deductible set forth in the Schedule applies separately to **Loss** arising from each **Pollution Incident** or related, continuous or repeated **Pollution Incidents**. In the event a **Pollution Incident** or related, continuous or repeated **Pollution Incidents** gives rise to coverage under multiple Coverage Sections under this Policy, only the highest applicable Pollution Incident Deductible shall apply.

For Coverage Section 1.d. (Business Interruption), the applicable Deductible stated in the Schedule applies to all **Business Interruption Cost and Extra Expense** incurred during the number of days specified in the Schedule of the **Business Interruption Period**.

The **Insurer** may, but is not obligated to, advance amounts for **Loss** within the **Deductible**. Upon the **Insurer's** request, the **First Named Insured** will promptly reimburse the **Insurer** for any amounts within the Deductible that the **Insurer** has advanced.

6. Related Claims

Under Coverage Section 2 (Third-Party Claims) if a **Claim** is first made against an **Insured** and reported to the **Insurer** during this **Period of Insurance**, then, provided the **First Named Insured** has maintained Environmental Impairment Liability coverage with the **Insurer** or its affiliate on a continuous, uninterrupted basis:

- a) all **Claims** first made against an **Insured** and reported to the **Insurer** during a subsequent **Period of Insurance** that arise from the same, related, continuous or repeated **Pollution Incident(s)** that gave rise to a **Claim** first made against an **Insured** and reported to the **Insurer** during this **Period of Insurance**, will be deemed to have been first made against the **Insured** and reported to the **Insurer** during this **Period of Insurance**. All such **Claims** will be subject to the applicable limits, **Deductible**, terms and conditions of this Policy.

Specific Conditions Applicable to Section 9

1. Assignment

Assignment of this **Policy** or any of the **Insured's** rights or duties under this **Policy**, shall not bind the **Insurer** unless and until the **Insurer's** written consent is endorsed to this **Policy**.

2. Bankruptcy

Bankruptcy or insolvency of the **Insured** or the **Insured's** estate will not relieve the **Insurer** of any obligations under this Policy.

3. Changes

This Policy contains all the agreements between the **Insurer** and the **First Named Insured** concerning the insurance afforded under this Policy. This Policy's terms cannot be changed, amended or waived except by an endorsement issued by the **Insurer** and made a part of this Policy.

4. Choice of Law and Jurisdiction

This Policy shall be governed and interpreted in accordance with the laws of Australia and the courts of Australia shall have exclusive jurisdiction to settle any dispute or **claim** that arises out of or in connection with this Policy.

5. Claims

The **Insured** must give the **Insurer** notice in writing of every loss, damage, **Pollution Incident, Claim**, writ, summons, impending proceedings, impending prosecution or inquest that is or might give rise to a claim under this Policy.

The **Insured** or their legal representative must:

- a) Advise details to the **Insurer** and send written confirmation within 30 days of first becoming aware of such **Pollution Incident, Claim**, writ, summons, inquest, impending proceedings or prosecution;
- b) Take all reasonable steps to minimise the loss, damage or liability and to prevent any further loss, damage or liability;
- c) Take all reasonable precautions to preserve anything which might prove necessary or useful by way of evidence in connection with any **Claim**;

The **Insured** must not, without **Our** written consent (which shall not be unreasonably withheld or delayed), make any admission, offer, promise or payment in connection with any **Pollution Incident** or **Claim**.

We will have full discretion in the conduct of any proceedings in connection with any claim and the **Insured** shall give all relevant information and assistance as **We** may require in the prosecution, defence or settlement of any **Claim**.

6. Cooperation

The **Insured** shall cooperate with the **Insurer** and provide such reasonable assistance and cooperation in the investigation and defence of **Claims** as the **Insurer** may require. At the **Insurer's** request, the **Insured** shall submit to examination under oath, attend depositions, hearing and trials, and assist in effecting settlements and providing evidence and the attendance of witnesses.

7. Coverage Territory

This Policy shall apply to any covered **Pollution Incident** that takes place within Australia.

8. Cross Liabilities

Where more than one party comprises the **Insured**, each of the parties shall be considered as a separate and distinct unit and the word **Insured** shall be considered as applying to each party in the same manner as if a separate Policy has been issued to each party, provided that nothing in this clause results in the increase of the Limit of Liability in respect of any **Pollution Incident** or **Period of Insurance**.

9. Currency

The **Currency** applicable to this Policy shall be in Australian Dollars (AUD) and all references to dollar amounts will be taken to be AUD unless otherwise stated.

10. Discharge of Liability

We may at any time pay to the **Insured**, in respect of all claims against the **Insured** arising directly or indirectly from one **Pollution Incident**, the **Limit of Liability** (after deduction of any amount(s) already paid by the **Insurer** in respect of those claim(s)). This payment will extinguish all liability under the Policy

in connection with such **Claim** or **Claims**, including defence costs and legal expenses.

11. Economic and Trade Sanctions

No **Insurer** shall be deemed to provide cover and no **Insurer** shall 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 that **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition, reporting obligation or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, European Union, United Kingdom or the United States of America.

12. GST

Where **We** make a payment under this Policy for the acquisition of goods, services or other supply, **We** will reduce the amount of the payment by the amount of any input tax credit the **Insured** is, or will be, or would have been entitled to under relevant Goods and Services tax legislation, had the payment been applied to acquire such goods, services or other supply.

13. Headings

The descriptions in the headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

14. Information Provided by the Insured

In deciding to accept this policy and in setting the terms and premium, the **Insurer** has relied on the information the **insured** has given. The **Insured** must take care when answering any questions the **Insurer** asks by ensuring that all information provided is accurate and complete.

If the **Insurer** establishes that the **Insured** has deliberately or recklessly provided false or misleading information, the **Insurer** will treat this policy as if it never existed and decline all claims.

If the **Insurer** establishes that the **Insured** carelessly provided false or misleading information, it could adversely affect this Policy and any **Claim**. For example, the **Insurer** may:

- a) treat this Policy as if it had never existed and refuse to pay all Claims and return the premium paid. The **Insurer** will only do this if the **Insurer** provided

insurance cover which would have not otherwise been offered.

- b) amend the terms of this Policy. The **Insurer** may apply these amended terms as if they were already in place if a claim has been adversely impacted by the **Insured's** carelessness.
- c) reduce the amount payable for a claim in the proportion the premium paid bears to the premium the **Insurer** would have charged; or
- d) cancel the Policy in accordance with the Right to cancel condition below.

The **Insurer** will write to the **Insured** if the **Insurer**

- a) intends to treat the Policy as if it never existed; or
- b) needs to amend the terms of the Policy.

If the **Insured** becomes aware that information that has been given is inaccurate, the **Insured** must inform the **Insurer** as soon as practicable.

15. Inspection and Audit

The **Insurer** is permitted, but not obliged, to inspect the **Insured's** property and operations at any reasonable time and frequency.

Neither the **Insurer's** right to make inspections, the making of them, or any report on them constitute an undertaking on behalf of or for the benefit of the **Insured** or others, to determine or warrant that such property or operations are safe, fit for purpose or compliant with any rule or regulation.

The **Insurer** may examine and audit the **Insured's** books and records at any time during the **Period of Insurance** and within three (3) years after the end of this Policy as far as they relate to the subject matter insured.

16. Insurance Contracts Act 1984

Nothing contained in this Policy is to be construed to reduce or waive the **Insured's** or the **Insurer's** privileges, rights or remedies available under the Insurance Contracts Act 1984 (Cth).

17. Legal Action against Insurer

No person or organisation shall have the right under this Policy to join the **Insurer** as a party, or otherwise bring the **Insurer** into

proceedings in which damages are Claimed from an **Insured**, or to bring any action against the **Insurer** in connection with this Policy, unless all terms of this Policy have been fully complied with. Further, the **Insured** shall have no right under this Policy to bring any action against the **Insurer** in connection with this Policy, unless such **Insured** is and remains in full compliance with all terms of this Policy.

18. Non-imputation

Where this Policy is arranged in the joint names of more than one **Insured**:

- a) Each **Insured** shall be covered as if it made its own proposal for this Policy;
- b) Any declaration, statement or representation made in any proposal will be construed as a separate declaration, statement or representation by each **Insured**; and
- c) Any knowledge possessed by any **Insured** shall not be imputed to the other **Insured(s)**.

19. Notices

All notices to the **First Named Insured** required under this Policy shall be in writing and mailed or delivered to the address stated in the Schedule. All notices to the **Insurer** shall be in writing and mailed or delivered to the address stated in the Schedule for notices required or permitted under Section IV. of the Policy, or for all other notices. Proof of mailing any notice required under this Policy to such address will be sufficient proof of notice under this Policy.

20. Other Insurance

If the **Insured** makes a claim under this Policy in respect of a **Pollution Incident** recoverable under this Policy, which **Pollution Incident** is or may be covered in whole or in part by another policy, the **Insured** must advise the **Insurer** of the full details of such other insurance when making a **Claim** under this Policy.

Notwithstanding anything contained in this Policy to the contrary, where a **Principal** or another party has effected insurance (the Primary Insurance), the **Insurer** agrees that this Policy will in respect of the interests insured under this Policy provide the following indemnity;

- a) To pay as compensation in respect of **Personal Injury**,

Property damage or **Clean-up Costs** not otherwise recoverable under the Primary Insurance policies;

- b) To pay all amounts in excess of that recoverable under the Primary Insurance policies
- c) To pay the difference (if any) between the excess or **Deductible** under the Primary Insurance and the **Deductible** that would have been applicable under

21. Premium Adjustment

If the premium for this Policy, or part of it, were calculated on estimates furnished by the **Insured**, then the **Insured** shall keep accurate records containing all the particulars relative to those estimates and shall at any reasonable time and frequency allow the **Insurer** to inspect such records.

The **Insured** must within thirty (30) days after the expiry of each **Period of Insurance** furnish the **Insurer** with such particulars and information relating to the estimates as identified by the **Insurer** as being required for the calculation of the premium and as the **Insurer** may reasonably require.

The premium for that period will be adjusted, and any difference paid or allowed to the **Insured**, as the case may be, subject to receipt and retention of any minimum premium charged by the **Insurer** at its absolute discretion.

22. Prevention of Loss

In the event of an **Pollution Incident**, the **Insured** must take at the **Insured's** expense all reasonable steps to prevent other **Personal Injury, Property Damage or Clean-up Costs** arising out of the same or similar conditions.

23. Representations

By acceptance of this Policy, the **First Named Insured** acknowledges that the **Insurer** has relied upon the information provided in the **Application** for the underwriting of this Policy

24. Separation of Insureds

Except with respects the **Limits of Liability**, the **Insured Versus Insured** exclusion, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this Policy applies as if each **Insured** were the only **Insured** and applies separately to each **Insured** against whom a **Claim** is made.

25. Singular and plural

In this Policy words importing the singular include the plural and the plural the singular, unless the context of those words requires an alternative construction.

26. Sole Agent

The **First Named Insured** shall act on behalf of all **Insureds** for the payment or return of premium and **Deductibles**, negotiation, receipt and acceptance of any endorsement issued by the **Insurer** and made part of this Policy, giving or receiving notice of cancellation, and exercising the right to an **Extended Reporting Period**.

27. Subrogation

In the event of payment under this Policy to or on behalf of the **Insured**, the **Insurer** is subrogated to all the **Insured's** rights of recovery against all persons and organisations and the **Insured** shall execute and deliver instruments and papers and do all that is necessary to assist in the exercise of such rights.

28. Waiver of Subrogation

The **Insurer** agrees to waive its rights of subrogation under this Policy against:

- a) Each **Insured**;
- b) Any corporation, organisation or person which or who owns or controls the majority of the capital stock of any corporation or organisation that is an **Insured**. Where such corporation, organisation or person is covered by any other policy of insurance or indemnity, the **Insurer's** right of subrogation is not waived to the extent of cover and up to the amount of such other cover;
- c) Any government, public or local authority, statutory authority or any landlord insured but only to the extent required by such **Incidental Contract**.

29. Voluntary Payments

No **Insured** will, except at that **Insured's** own cost, admit liability or voluntarily make a payment, assume any obligation, make any settlement or incur any expense, other than **Emergency Response Cost** or **Crisis Cost**, without the **Insurer's** prior written consent.

SECTION 10 – Public Liability

Introduction

Where General Liability is shown as insured in the **Schedule** with specific **Sums Insured** shown for Public Liability and/or Products Liability, **We** agree to provide **You** with the insurance set out in this **Section**.

The Important Information, General Definitions, General Conditions and General Exclusions are also applicable to this Section.

Definitions Applicable to Section 10

Subject Wherever appearing in this **Section**, the following definitions apply:

1) Advertising Injury

Means any of the following arising from any advertisement, publicity article, broadcast or telecast and caused by or arising out of advertising activities conducted by the **Insured** or on behalf of the **Insured**, including:

- a) Defamation;
- b) Infringement of copyright or of passing off of a title or slogan;
- c) Unfair competition, piracy or idea, concept or design misappropriation contrary to an implied contract; or
- d) Invasion of privacy.

2) Aircraft

Means any vessel, craft or thing made or intended to fly or move in or throughout the atmosphere or space, other than:

- a) Model aircraft;
- b) Unmanned tethered balloons used for advertising purposes.

3) Business

Means all activities stated in the **Schedule** including:

- a) The ownership and occupation of premises by the **Insured**;
- b) The provision of any sponsorship, charitable donations, or attendance at any charitable **Event** or gala;
- c) Canteen, social sports, welfare, childcare services or other activities for the **Insured's** employees;
- d) First aid, fire and ambulance services provided by the **Insured** for the **Insured's** own purposes;
- e) Private work undertaken by employees for any director, partner, officer or executive of the **Insured**.

4) Defence Costs and Expenses

Means all the reasonable legal costs and expenses:

- a) Solely and exclusively incurred by the **Insured** with the prior written consent or agreement of the Insurer (which shall not be unreasonably withheld or delayed), to defend a claim under Section 10 of the **Policy** and for which the **Insured** is entitled to indemnity under this **Policy**;
- b) Solely and exclusively incurred by the **Insurer** to defend a claim under this Section 10 of this **Policy** and for which the **Insured** is entitled to indemnity under this **Policy**; and
- c) Of any claimant who has made a claim against the **Insured** which is a claim under Section 10 of this **Policy** for which the **Insured** is entitled to indemnity under this **Policy** and the **Insured** is liable to pay those legal costs and expenses

Defence Costs and Expenses do not include the **Insured's** own internal costs including wages, salaries or costs of any **Insured**.

5) Electronic Data

Means any and all facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and

electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

6) Employment Practices

Means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment or prospective employment by the **Insured**.

7) Hovercraft

Means any vessel, craft or device made to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.

8) Incidental

Contract Means:

- a) Any written contract with any public authority for the supply of water, gas, electricity or telephone services in connection with the **Business** but does not include those contracts in connection with work done for such authorities;
- b) Any written rental agreement for the lease of real or personal property provided such rental, lease or hiring agreement does not require the Insured to effect or maintain any insurance with respect to such property; or
- c) Where the **Insured** is required by contract to release any government, public authority, statutory authority or landlord but only to the extent required by such contract.

9) Insured Means:

- a) The **Named Insured**;
- b) Any subsidiary, controlled corporation or other organisation of the Named Insured existing at the inception date of the Period of Insurance;
- c) Any new entity acquired or constituted by the Named Insured during the Period of Insurance through consolidation, merger, purchase of assets, or assumption of control and active management, or creation, provided that:

- i. The acquisition is notified to the **Insured** in writing within 90 days;
- ii. The **Insurer** gives notice to the Named Insured in writing that the new entity is covered under this **Policy** after the 90 day period; and
- iii. The **Named Insured** pay any additional premium that may be required by the Insurer in respect of the new entity.

- d) Every past, present or future director, executive officer, employee, partner or shareholder of the **Insured**, (including any spouse or family member of such person while performing a designated role in connection with the **Business**, attending a function or accompanying legitimate **Business** travel) while acting within the scope of their duties in such capacity;
- e) Any voluntary worker of any **Insured**;
- f) Any person while working for any **Insured** for the purpose of gaining unpaid work experience;
- g) Any employee Stand-Alone Superannuation Fund managed by the **Insured** including any trustees or directors of such fund;
- h) Any **Principal** in respect of liability;
 - i. Arising out of the performance by or on behalf of the **Insured** for any contract or agreement for the performance of work for such **Principal**, but only to the extent required by such contract or agreement;
 - ii. Any **Products** sold or supplied by the **Insured**, but only in respect of the Insured's own acts or omissions in connection with such **Products**.
- i) Any social or sporting clubs, childcare facilities, first aid, fire and ambulance services formed with the consent of the Insured including any office bearer or member of any such club while acting in that capacity;
- j) Any director, partner, officer or executive of the **Insured** in respect of private work undertaken by an employee for such person including any employee while actually undertaking such work; and

- k) If any party named in the **Schedule** as an **Insured** is an individual, the personal representative of that individual in the **Event** of the death, incapacitation or mental disorder of that individual, but only in respect of liability incurred by that individual in connection with the **Business**.

10) Limit of Liability

Means the amount stated in the **Policy Schedule**.

11) Named Insured

Means the legal entity or entities or person or persons having paid the premium to the Insurer and who is so named in the **Policy Schedule**.

12) North

America Means:

- a) The United States of America and the Dominion of Canada
- b) Any state, territory or protectorate incorporated in, or administered by the United States of America or the Dominion of Canada; and
- c) Any country or territory subject to the laws of the United States of America or the Dominion of Canada.

13) Occurrence

Means an **Event** including continuous or repeated exposure to substantially the same general conditions which results in **Personal Injury**, **Property Damage** or **Advertising Injury** neither expected nor intended by the **Insured**.

All **Events** of a series consequent on or attributable to one source or original cause are deemed one **Occurrence**.

All **Advertising Injury** arising out of the same injurious material or act, regardless of frequency or repetition thereof, the number and kind of media used or the number of complaints, are deemed one **Occurrence**.

14) Principal

Means any person with whom the **Named Insured** has entered into a written contract or agreement to do any work or provide any services in connection with the **Business**.

15) Products

Means anything (after it has ceased to be in the possession or under the control of the Insured) which is or is deemed to have been manufactured, grown, extracted, produced, processed, imported, exported, constructed, assembled, erected, installed, repaired, serviced, renovated, treated, sold supplied or distributed by or on behalf of the Insured including any discontinued products, labels, packaging or containers, the design specification or formula of any **Products** and including directions and instructions, advice given or omitted to be given in connection with such **Products**.

The term '**Products**' does not include food and beverages:

- a) Sold or supplied by or behalf of the Insured from any canteen or vending machine primarily for the use of the **Insured's** employees; and
- b) Served to employees or guests from consumption on any of the **Insured's** premises.

16) Products Liability

Means **Personal Injury**, **Property Damage** or **Advertising Injury** happening during the **Period of Insurance** within the **Territorial Limits** as a result of an **Occurrence** and arising out of the Products of the **Insured**.

17) Property Damage Means:

- a) Physical **Damage** to, or **Loss** of or destruction of tangible property including subsequent **Loss** of use of the property; or
- b) **Loss** of use of tangible property which has not been

physically **Damaged** or destroyed.

18) Superannuation Fund

Means a superannuation fund or pension fund established by the **Insured** under its own trust structure managed by or on behalf of the **Insured**.

This does not include any industry fund, a wholesale master trust, a retail master trust, public sector employees' funds or any investment or retirement fund managers.

19) Territorial Limits

Means:

- a) Anywhere in the world, except North America; and
- b) North America if the **Personal Injury, Property Damage** or **Advertising Injury** arises from:
 - i. **Products** exported into those countries; or
 - ii. Work performed by travelling employees and/or directors whose normal place of residence is outside of North America.

20) Tool of Trade

Means a Vehicle that has tools, implements, machinery or plant attached to any Vehicle any is being used by the **Insured** at any **Worksite** or Insured Premises. Tool of Trade does not include any **Vehicle** while travelling to or from **Worksite** or Vehicles that are used to carry goods to or from any premises.

21) Vehicle

Means any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual power and any trailer made or intended to be drawn by any such machine whilst attached thereto.

22) Worksite

Means any premises or site where work is performed for in connection with the **Business** and includes any surrounding area or premises used by the Insured to undertake such work.

The Cover

Subject to the Terms, Exclusions, Definitions, Endorsements and Limitations of this **Policy**, **We** will indemnify the **Insured** for all amounts which the **Insured** is legally liable to pay as compensation in respect of:

- a) **Personal Injury**
- b) **Property Damage**, or
- c) **Advertising Injury**

happening during the **Period of Insurance** within the **Territorial Limits** as a result of an **Occurrence** and arising out of the **Business** or **Products** of the **Insured**.

Limit of Liability

The limit of **Our** liability in respect of any one **Occurrence** shall not exceed the **Limit of Liability** stated in the **Schedule**.

The total aggregate limit of **Our** liability during any one **Period of Insurance** for all claims arising out of **Products Liability** shall not exceed the **Limit of Liability** as stated in the **Schedule**.

Subject to Additional Benefit (1) the **Limit of Liability** is exclusive of the **Excess, Defence Costs and Expenses**.

The Excess

The **Excess** is the amount stated in the **Schedule** that the **Insured** must first bear in relation to each and every **Occurrence**.

The **Excess** applies to each **Occurrence** and is payable by the **Insured** at such time and to such person(s) required by **Us**.

The **Excess** applies to all amounts payable under this **Policy**.

Defence Costs & Expenses

With respect to the indemnity provided by this **Policy**, **We** will pay in addition to the **Limit of Liability, Defence Costs and Expenses**.

We will defend any suit against the **Insured** seeking compensation for **Personal Injury, Property Damage** or **Advertising Injury** to which indemnity under this **Policy**

applies, even if the allegations of the suit are groundless, false or fraudulent. **We** will have regard to **Your** interests and act reasonably.

We are not obliged to pay **Defence Costs and Expenses** or defend any claim or legal action after **Our** liability under this **Policy** to indemnify the **Insured** has been exhausted by either payment of judgment, settlement, or payment to the **Insured**.

If payment exceeding **Our** liability under this **Policy** to indemnify the **Insured** is made to dispose of a claim, our liability for **Defence Costs and Expenses** is limited to the proportion that **Our** liability to indemnify the **Insured** under this **Policy** bears to that payment.

In the **Event** of a claim being made against the **Insured** in any court or before any other legally constituted body in North America, the total amount payable by **Us** in respect of the claim under this **Policy**, including **Defence Costs and Expenses** are subject to the **Limit of Liability** as stated in the **Schedule**.

Other Insurances

Notwithstanding anything contained in this **Policy** to the contrary, where a **Principal** or another has effected insurance (the Primary Insurance), the **Insurer** agrees that this **Policy** will in respect of the interests insured under this **Policy** provide the following indemnity;

- a) To pay as compensation in respect of **Personal Injury, Property Damage** or **Advertising Injury** not otherwise recoverable under the Primary Insurance policies;
- b) To pay all amounts in **Excess** of that recoverable under the Primary Insurance policies; or
- c) To pay the difference (if any) between the **Excess** under the Primary Insurance and the **Excess** that would have been applicable under this **Policy** if any such **Loss** incurred by the **Insured** had been insured;

Provided that such **Losses** and/or amounts would but for the existence of the Primary Insurance policies be indemnified under this **Policy** and subject to the **Limit of Liability** and provided that such cover is for the sole benefit of the **Insured**.

Acquisitions

We will provide indemnity for loss as covered by this **Section** associated with any company or other legal entity a controlling interest in which is acquired by **You** during the **Period of Insurance**, provided that:

- **You** notify **Us** in writing within thirty (30) days of the acquisition of the controlling interest of the company or other legal entity; and
- cover for property only extends to property that is located in Australia; and
- the **Business** of the company or other legal entity is essentially the same as **Your Business** that is stated in the **Schedule**; and
- **You** subsequently accept **Our** Terms for this extension of cover and undertake to pay the additional premium **We** may require; and
- **Our** liability for any claim shall not exceed the **Sum Insured, Limit of Liability**, or any other limit applicable under the relevant **Section(s)** making up **Your Policy** for each category of property or cover.

For the purpose of this clause, a controlling interest shall, in the case of a company, mean the acquisition of shares carrying more than 50 per cent (50%) of votes capable of being cast at a general meeting of all shareholders in the company.

Exclusions Applicable to Section 10

We will not indemnify **You** for any claims arising from, out of, or in connection with:

1) Advertising Injury

Any **Advertising Injury** arising out of or in any way connected with any:

- a) Statement made by, or at the direction of any **Insured** where the **Insured** knew or suspected the statement or any part of the statement was false
- b) Failure to perform any obligation pursuant to any contract. This Exclusion 2.1 b) does not apply to any claim for unauthorised appropriation of

advertising ideas, concepts or designs contrary to the implied contract

- c) Incorrect description of **Products**, goods or services
- d) Any mistake in the advertised price of **Products**, goods or services
- e) Failure of **Products**, goods or services to confirm with advertised performance, quality, fitness or durability, or
- f) An **Insured** whose business is advertising, broadcasting, publishing or telecasting.

2) Aircraft

Any liability arising out of or in any way connected with:

- a) The ownership, use maintenance, operation of any **Aircraft** by the Insured
- b) Repair or servicing of critical components of **Aircraft**
- c) Any **Products** that are incorporated into the hull or critical components of any Aircraft, or
- d) Any **Products** which the **Insured** knew, or reasonably should have known, would be incorporated into the structure, machinery, controls, or construction of any **Aircraft**.

3) Asbestos

Any liability arising out of or in any way connected with any claim or claims in respect of **Personal Injury, Property Damage, Advertising Injury, Loss** or **Losses** arising directly or indirectly out of, or in any way connected with asbestos in whatever form or quantity.

4) Contractual

Any liability arising out of or in any way connected with any liability or obligation:

- a) Assumed under the terms of a contract, agreement or warranty, or
- b) Which requires the Insured to effect or maintain insurance with respect to premises, property or goods not owned by the **Insured**.

This Exclusion does not apply to:

- i. The extent that such liability or obligation would have been implied by law in the absence of such contract, agreement or warranty;
- ii. Liability assumed under and Incidental contract, or
- iii. Any contract specifically excepted by **Our** written agreement.

5) Defamation

Any liability for defamation:

- a) Resulting from any statement made prior to the **Period of Insurance**
- b) Resulting from any statement made by the **Insured**, or at the direction of the **Insured**, with the knowledge if its falsity, or
- c) Incurred by any **Insured** whose business is advertising, broadcasting, publishing, or telecasting.

6) E-commerce

Any liability arising out of or in connection with:

- a) Total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation or misappropriation or other use of Electronic Data
- b) Error in creating, amending, entering, deleting, or using **Data**, or
- c) The total or partial inability or failure to receive, send, access, or use **Data** for any time or at all from any cause whatsoever, regardless of any other contributing cause or **Event** whenever it may occur.

7) Employers liability

Any liability arising out of or in connection with:

- a) Any liability in respect of which the Insured is or should be entitled to indemnity under any fund, scheme, **Policy** of insurance or self-insurance pursuant to or required by any legislation relating to **Workers** compensation, whether or not such fund, scheme or insurance has been effected. However, this **Policy** will respond to the extent that the **Insured's** liability would not be covered under any such **Policy**, fund, scheme or self-insurance arrangement that it complied with its obligations

pursuant to such law.

For the purpose of this Exclusion the term 'Worker' means any person deemed to be employed by the **Insured** pursuant to any Workers Compensation law or legislation. Voluntary workers and unpaid work experience students are not deemed to be the **Insured's Workers**.

b) Any liability imposed by the provisions of any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination.

c) Any liability relating to Employment Practices.

8) Faulty work

Any liability arising out of or in any way connected with the cost of reinstating, repairing, replacing, performing, completing, correcting, or improving any work done or undertaken by or on behalf of an **Insured**.

9) Failure to Thrive / Failure to Gain Weight

Any liability for **Personal Injury** or **Property Damage** caused directly or indirectly by, arising from or in connection with loss of weight and/or failure to thrive and/or failure to breed or reproduce with the Insured's **Product** resulting in physiological change or changes including but not limited to weight loss or gain and/or the failure to thrive and/or the failure to breed or reproduce in or by any species.

10) Fines, penalties and punitive damages

Any liability arising out of or in connection with any fines, penalties, exemplary, punitive, liquidated, or aggravated damages and any additional damages resulting from the multiplication of compensatory damages.

11) Loss of use

Any liability for the loss of use of tangible property which has not been physically **Damaged** or destroyed resulting from:

- b) A delay in or lack of performance by or on behalf of the **Insured** in respect of any contract or agreement, or
- c) The failure of **Products** or work performed by or on

behalf on the **Insured** to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the **Insured**.

This Exclusion does not apply to the **Loss** of use of other tangible property resulting from the sudden and accidental physical **Damage** to, or destruction of the **Products** or work performed by or on behalf of the **Insured** after the **Products** or work have been put to their intended use by any person or organisation other than the **Insured**.

12) Molestation

Any liability for **Personal Injury** caused by or arising directly or indirectly out of or in connection with the abuse, molestation of, or physical or psychological interference with, any person.

13) Nuclear

Any liability arising out of or in connection with operations employing the process of nuclear fission or fusion or handling of radioactive material, which operations include but are not limited to:

- a) The use of nuclear reactors such as atomic piles, particle accelerators, or generators, or similar devices
- b) The use, handling or transportation of radioactive materials, or
- c) The use, handling or transportation of any weapon of war or explosive device employing nuclear fission or fusion.

This Exclusion does not apply to liability arising from radio-isotopes or radium or radium compounds when used away from the place where such are made or produced and when

used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

14) Pollution

Any liability arising out of or in any way connected with **Pollution**, including by not limited to the cost of testing, monitoring for, or containing, removing, nullifying or cleaning up of **Pollutants** or the cost of preventing the release or escape of **Pollutants**.

Provided that with respect to liability incurred outside of North America, this Exclusion shall not apply where such discharge, seepage, migration, dispersal, release or escape is caused by a sudden, identifiable, unintended and unexpected **Event** from the standpoint on the **Insured** which takes place in its entirety at a specific time and place during the **Period of Insurance**.

This Exclusion will apply at all times to any liability incurred in **North America** regardless of how it arises.

15) Product defects

Any liability arising out of or in any way connected with **Property Damage** to any **Products** if the **Damage** is attributed to any defect in them or to their harmful nature or unsuitability.

This Exclusion is restricted to the defective or harmful or unsuitable part of an **Damaged Products** and does not apply to any resultant **Damage** caused to the remainder of the **Products**.

16) Property in legal or physical control

Any liability arising out of or in any way connected with **Property Damage** to property owned by, leased, hired on loan or rented to, or otherwise in the legal or physical control of the **Insured** other than:

- a) Premises or part of any premises (including contents of such premises) leased or rented to the **Insured**, or temporarily occupied by the **Insured** for the purpose of the **Business**. This clause does not extend to any liability where the **Insured** has assumed the responsibility to effect or maintain insurance with respect to any premises referred to in this clause

- b) Premises temporarily occupied by the **Insured** (including the contents of such premises) for the purpose of carrying out of work in connection with the **Business**. This clause does not extend to liability for physical **Damage** to or destruction of any premises or contents on which the **Insured** was or is working on if such physical **Damage** or destruction rises from such work;
 - c) Any other property temporarily in the **Insured's** possession for the purpose of being worked upon. This clause does not extend to liability for physical **Damage** to or destruction of that part of any property on which the **Insured** was or is working on if such physical **Damage** or destruction arises from such work;
 - d) Any **Vehicle** (including its contents, spare parts and accessories while they are in or on a vehicle) not belonging to or used by the **Insured** while such **Vehicle** is in a car park owned or operated by the **Insured** provided the **Insured** does not operate the carpark as a principal part of the **Business**;
 - e) **Property Damage** to any **Vehicle** temporarily in the **Insured's** possession for the purpose of parking and unparking such vehicle; or
- 17) Any other property (except property owned by the **Insured**) temporarily in the **Insured's** legal or physical care, custody or control subject to a maximum of the amount stated in the **Schedule** for any one **Occurrence** and in the aggregate during the **Period of Insurance**.

18) Products Guarantee

Any liability arising out of or in any way connected with any guarantee or warranty given by or on behalf of the **Insured** in respect of any **Products**.

This Exclusion does not apply to a guarantee or warranty imposed by legislation.

19) Professional Indemnity

Any liability arising out of any breach of duty owed in a professional capacity or any error or omission connected

therewith by the **Insured** or any person for whose breach of duty the Insured may be legally liable.

This Exclusion does not apply to claims arising out of:

- a) Advice or service where no fee was charged;
- b) The rendering of or failure to render professional medical advice by any person employed by the Insured (not being a qualified medical practitioner) to provide first aid on the Insured's premises; or
- c) Advice given in respect of the use or storage of **Products**.

20) Product recall

Any liability or expense arising out of or in any way connected with the withdrawal, recall, inspection, repair, adjustment, replacement, removal, cost of investigation, disposal or **Loss** of use of any **Products** or any property of which the **Insured's Products** form a part where such **Products** or property are withdrawn from the market or from use by any person or organisation because of any known, alleged or suspected defect of deficiency in such **Products**.

21) Ski Equipment Hire and Snow Chain Fitting

Any liability for **Personal Injury** caused by or arising directly or indirectly out of or in connection with Ski Equipment Hire and Fitting of Snow Chains.

22) Skiing Activities

Any liability arising directly or indirectly from or in connection with:

- a) organisation of or participation by any person in skiing activities including club races, competitions, and the like, whether training, competing, or taking part as an official or a skier, and/or
- b) operation, ownership or use of ski tows, ski lifts and chair lifts or the like.

23) Toxic Mould

It is hereby understood and agreed that this **Policy** shall not indemnify the Insured for any **Loss**, injury, **Damage**, claim or

Defence Costs arising out of, alleging or attributable to the existence of mould, fungus/fungi, spore(s), mildew(s), mushroom(s), yeast(s) or biocontaminant(s) or any by- product therefrom.

24) Transmissible Spongiform Encephalopathies (TSE)

any liability clause by or arising directly or indirectly out of or in connection with:

- a) Transmissible Spongiform Encephalopathies (TSE)
- b) Any costs of removal or disposal of feed, abatement, mitigation, feed additives or animals, or of any premises or equipment handling such items, as a result of any known or suspected connection between such items and TSE;
- c) Any costs related to a person's abatement, mitigation or removal of, or testing, medical monitoring, medical costs or cure for TSE; or
- d) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above.

25) Vehicles

Any liability for **Personal Injury** or **Property Damage** caused by or arising out of the ownership, operation, use or possession of any **Vehicle**:

- a) Which is registered for use on a public road or which is legally required to be registered; and
- b) In respect of which compulsory liability insurance or statutory indemnity is required by any legislation, whether or not such insurance has been effected.

However, this Exclusion does not apply to:

- i. Claims in respect of **Personal Injury** where compulsory liability insurance or statutory indemnity does not provide indemnity and where the reason or reasons why compulsory liability insurance or statutory indemnity does not provide an indemnity does not involve a breach of any legislation by the Insured;
- ii. **Personal Injury** or **Property Damage** arising out of

or in connection with the loading and unloading of goods to or from any **Vehicle** or from the delivery or collection of goods by any **Vehicle**;

- iii. **Personal Injury** or **Property Damage** arising out of the use of any **Vehicle** (including any tool or plant forming part of or attached to or used in connection with such **Vehicle**) while being operated or used as a **Tool of Trade**; or
- iv. **Property Damage** to any **Vehicle** indemnified under Exclusion clause 16 (d) and (e).

26) Watercraft

Any liability arising out of or in any way connected with the ownership, maintenance, operation or use by an **Insured** of any **Watercraft** exceeding 23 metres in length or any

1) Reasonable precautions

- a) Without in any way restricting or limiting **Your** obligations under General Condition 7), Reasonable care, **You** must take all reasonable precautions to:
 - i. prevent **Personal Injury**, **Property Damage** or **Advertising Liability Losses**;
 - ii. ensure that **Your Products** are manufactured, promoted, sold or supplied without defect;
 - iii. ensure that the premises from which **Your Business** is carried on or conducted are regularly maintained and kept in a good state of repair and maintenance and free of **Waste** and rubbish.
 - iv. At **Your** own expense, **You** must take and as soon as practicable take action to trace, recall or modify any of **Your Products** containing any defect or deficiency of which **You** have knowledge or have reason to suspect, including (but not limited to) any of **Your Products** subject to government or statutory ban.

2) Vacant Properties

It is a condition of cover under this **Section** that Vacant properties must be adequately secured to prevent unwanted access. If the property is not adequately secured, the Insured

Hovercraft of any kind.

This Exclusion does not apply to liability arising out of:

- a) The use of **Watercraft** by an independent contractor carrying out works and/or operations on behalf of the **Insured** in the course of the **Insured's Business**;
- b) **Watercraft** or **Hovercraft** owned and operated by others and used by an **Insured** for the purpose of business entertainment; or
- c) Floating jetties, floating pontoons or buoys.

Conditions Applicable to Section 10

must maintain documentation evidencing regular inspections of not less than twice a week.

For the purposes of this Condition, a property is deemed vacant when left unoccupied for 60 consecutive days or more.

[PAGE INTENTIONALLY LEFT BLANK]