



QBE Insurance (Australia) Limited

# Money and General Property

Commercial Accident Insurance Policy Wording

This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पॉलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦੱਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

<b>Contents</b>	
<b>About this booklet</b>	<b>4</b>
About QBE	4
<b>Important Information</b>	<b>4</b>
General Insurance Code of Practice	4
Privacy	4
Complaints	5
Cooling off period	5
<b>Policy wording</b>	<b>6</b>
Our agreement with you	6
Paying your premium	6
Words with special meanings	6
Types of cover	6
<b>Section 1: Money</b>	<b>7</b>
What you are insured against	7
Basis of settlement	7
Conditions	7
What you are not insured against	7
<b>Section 2: General Property</b>	<b>8</b>
Words with special meanings	8
What you are insured against	8
Conditions	8
What you are not insured against	8
<b>When you are not covered</b>	<b>9</b>
<b>General Conditions</b>	<b>11</b>
Changing your Policy	11
Other interests	11
Cancelling your Policy	11
Sending you documents	11
Changes to information previously advised	11
You must protect the property insured	11
Contribution and other insurance	11
References to legislation	11
<b>Claims</b>	<b>12</b>

## About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

### For more information or to make a claim

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact:

- your financial services provider. The contact details for your financial services provider are set out in the documentation they give you.

The section titled 'Claims' at the end of this booklet tells you the full details about what you need to do in the event of a claim. If you'd like to make a claim or to enquire about an existing claim please contact:

- your financial services provider.

## About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE) is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886.

### QBE in the community

#### Premiums4Good™

We are committed to giving back to the communities that we operate in. Through Premiums4Good, we invest a portion of customer premiums into impact investments that aim to make positive environmental or social change, alongside a financial return. It's just another way we help in enabling a more resilient future.

## Important Information

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

### General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at [codeofpractice.com.au](http://codeofpractice.com.au)

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit [insurancecode.org.au](http://insurancecode.org.au)

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Customer Support Policy is available at [qbe.com/au](http://qbe.com/au)

### Privacy

We take the security of your personal information seriously.

We will collect personal information directly from you when you deal with us, or sometimes through our agents, other companies in the QBE group or suppliers acting on our behalf. We will only ever collect the personal information we need in order to provide our services to you, such as issuing and administering our products and services and processing claims. We will obtain consent before collecting sensitive information, such as health information, unless we are required or permitted by law to collect it without consent. Sometimes we may store and disclose your personal information overseas. When we do this, we ensure your information is retained in accordance with the Australian *Privacy Act 1988* and local privacy laws.

Our Privacy Policy describes in more detail from whom we collect personal information, as well as where we store it and the ways we could use it. You can find it at [qbe.com/au/about/governance/privacy-policy](http://qbe.com/au/about/governance/privacy-policy)

If you would like to access or correct your personal information please contact us at [customer care@qbe.com](mailto:customer care@qbe.com) or on 1300 650 503.

## Complaints

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

### Step 1 – Talk to us

Your first step is to get in touch with the team looking after your Policy, direct debit or claim. You'll find their contact details on your policy documents, letters or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to [qbe.com/au](http://qbe.com/au)

### Step 2 – Customer Relations

If your complaint isn't resolved by the team looking after your Policy, direct debit or claim, you can ask them to refer your complaint on to our Customer Relations team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

You can also contact the Customer Relations team directly:

<b>Phone:</b>	1300 650 503
<b>Fax:</b>	(02) 8227 8594
<b>Email:</b>	<a href="mailto:complaints@qbe.com">complaints@qbe.com</a>
<b>Post:</b>	GPO Box 219, Parramatta NSW 2124

### Step 3 – Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

<b>Phone:</b>	1800 931 678
<b>Email:</b>	<a href="mailto:info@afca.org.au">info@afca.org.au</a>
<b>Post:</b>	GPO Box 3, Melbourne VIC 3001

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit [afca.org.au](http://afca.org.au)

### More information

You can find more information about how we deal with complaints on our website at [qbe.com/au](http://qbe.com/au) or you can call us on 133 723 to speak with us or request a copy of our complaints brochure at no charge by us.

## Complaints just about privacy

If you're not happy with how we've handled your personal information, call us on 1300 650 503 or email us at [customer care@qbe.com](mailto:customer care@qbe.com). If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC):

<b>Phone:</b>	1300 363 992
<b>Email:</b>	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
<b>Post:</b>	GPO Box 5288, Sydney NSW 2001

## Cooling off period

If you change your mind about your policy and haven't made a claim, you can cancel it within 21 days of the start or renewal date and we'll give you a full refund. If you cancel your policy in these circumstances, you will have no cover under the policy.

To cancel your Policy within the cooling-off period, contact your financial services provider electronically or in writing.

You can also cancel your policy outside the cooling off period, see 'Cancelling your Policy'.

## Policy wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

### Our agreement with you

Your Policy is an agreement between you and us, made up of:

- This Policy Wording.
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the period of insurance, once you've paid us your premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any claim you make under this Policy;
- General conditions, which set out your responsibilities under this Policy;
- Claims conditions, which set out our rights and your responsibilities when you make a claim; and
- Other terms, which set out how this Policy operates.

#### Excesses

You must pay any excesses which apply to your claim. The excesses which you have to pay are set out in this Policy Wording or on your Policy Schedule.

#### How much we'll pay

The most we'll pay for a claim is the sum insured which applies to the cover or section you're claiming under, less any excess.

### Paying your premium

You must pay your premium by the due date shown on your Policy Schedule. If we don't receive your premium by the date, or if your payment is dishonoured, this Policy won't operate and there will be no cover.

### Words with special meanings

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

Word or term	Meaning
Business	The trade or occupation described in the Policy Schedule carried on at and from the location (and no other location, for the purpose of this insurance).
Business hours	Your office and working hours (including overtime) during which you or your employees are on the location for the purpose of your business.
Location	The place(s) listed in the Policy Schedule at which, and from where, you carry on your business.
Market value	The retail value of items of a similar type, age and condition, with adjustment for its special features, if any. Used price guides and any other information may be used to assist in determining market value.

Word or term	Meaning
Money	Cash, notes, negotiable instruments, cheques, postal notes, post office money orders, negotiable securities, stamps, credit card sales vouchers, instant lottery tickets, bus or transport tickets, telephone credit cards or franking machine credits.
Period of insurance	The period shown in the Policy Schedule.
Policy Schedule	The schedule of insurance or any endorsement schedule we give you.
Safe or Strongroom	A container or structure which has been specifically designed for the safe storage of money or valuables, and is designed to protect the contents against fire and to resist unauthorised opening by any person(s).
We, Our, Us	QBE Insurance (Australia) Limited, ABN 78 003 191 035.
You, your	The person(s), companies or firms named on the current Policy Schedule as the Insured.
Your vehicle	Any type of machine on wheels or self laid track made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine. The vehicle is described on the Policy Schedule.

### Types of cover

This Policy offers two types of insurance cover. You can choose cover under either Section 1 or Section 2, or both. You can choose:

- Section 1 - Money.
- Section 2 - General Property.

The type of cover you have chosen will be shown on your Policy Schedule.

## Section 1: Money

If you have chosen this cover it will be shown on your Policy Schedule.

### What you are insured against

We will cover you for the period of insurance for the loss of or damage to money in your legal control in the course of carrying on your business, while it is:

- in transit anywhere in Australia;
- in a bank's night safe; or
- at the location, while it is contained in a locked safe or strongroom which has been approved by us.

We will also cover you for damage to safes and strongrooms caused by an incident covered by this Policy.

The most we will pay is the limit specified in the Policy Schedule.

### Basis of settlement

The value of property for the purpose of determining the amount of loss payable under this Section will be:

#### 1. Securities

the lesser of:

- (a) the actual cash value of the securities at the close of business on the day on which the loss was discovered, or if that day is not a business day, the business day immediately following; or
- (b) the actual cash value of the securities at the time of the loss.

#### 2. Property other than Securities

the lesser of:

- (a) the actual cash value of such property; or
- (b) the actual cost of repairing such property or replacing it with property or material of like quality and value.

### Conditions

You must comply with these conditions:

- (a) all persons engaged in the transit of money must be licensed to carry, and must carry, firearms and must be in the company of the money at all times while it is outside the safe or strongroom;
- (b) where the amount of money in transit exceeds \$50,000, you must engage two armed persons to accompany the money in transit;
- (c) all safes and strongrooms must be kept locked at all times, other than when money is being transferred to or from the safe or strongroom;
- (d) you must have a burglar alarm system installed at the location, which is the subject of a continuing maintenance contract with an installing engineer. The burglar alarm system must be:
  - > examined and tested by such an engineer at not more than six monthly intervals;
  - > maintained in good condition and efficient working order at all times;
  - > tested each business day;
  - > made operative whenever the location is left unoccupied.

If you do not comply with these conditions, we will not pay any claim that arises as a result of your failure to do so.

### What you are not insured against

We will not cover loss of money:

- (a) owing to shortage resulting from clerical or accounting errors, or to errors in receiving or paying out to or by you;
- (b) which is not discovered within seven working days of the loss;
- (c) owing to your fraud or dishonesty or that of any member of your family, directors or partners;
- (d) owing to or through the collusion of, or any act of fraud or dishonesty by, any of your employees;
- (e) carried by common carriers;
- (f) from any safe or strongroom opened by a key, or by use of details of combination which have been left on the business premises outside business hours;
- (g) where the transit of money exceeds eight hours from the time of its collection.

## Section 2: General Property

If you have chosen this cover it will be shown on your Policy Schedule.

### Words with special meanings

Wherever the following words or terms are used in this Section 2, they mean what is set out below:

Word or term	Meaning
Insured item	The items which are specified in the Policy Schedule, including any carrying case and usual accessories, and which are owned by you or for which you are legally responsible.
Insured loss	Loss or damage arising from a sudden and unforeseen accident.

### What you are insured against

We will cover your insured items for insured loss anywhere in Australia during the period of insurance.

Where you have specified firearms as insured items on the Policy Schedule, the cover for firearms will only apply while the firearm is being worn in the course of carrying on the business or while the firearm is contained in a securely locked safe at the location.

#### How we will pay

We will settle any claim you make which is covered by this Section 2 as follows:

- (a) where the insured item is declared by us to be a total loss, we will at our option:
  - (i) pay the market value of the insured item at the time it was lost or destroyed; or
  - (ii) replace the insured item with an item equal to but no better than the insured item was when it was new;
- (b) where the insured item is damaged but we consider it to be repairable, we will at our option:
  - (i) pay the reasonable cost of repairs, provided that where the loss or damage is confined to a part of the insured item we will only pay for that part plus any costs reasonably and necessarily incurred to dismantle and reassemble the damaged insured item; or
  - (ii) if the insured item is uneconomical to repair, we will declare it a total loss and settle your claim in accordance with paragraph (a) above;
- (c) if, as a result of repairs to an insured item, there is a resultant reduction in market value, we will pay the difference between the value after repairs and the market value of the insured item at the time of its damage. However, we will not pay more than the difference between the market value at the time of its damage and the total cost of repairs;
- (d) when you make a claim the most we will pay during each period of insurance is the sum insured or limit of liability stated in the Policy Schedule for your insured item.

## Conditions

You must comply with these conditions.

Where the value of firearms specified as insured items on the Policy Schedule exceeds \$10,000, any safe(s) at the location used for storage of firearms must be:

- (a) approved by us; and
- (b) separate from any safe(s) utilised for storage of money.

If you do not comply with these conditions, we will not pay any claim that arises as a result of your failure to do so.

### What you are not insured against

We will not cover any loss or damage directly or indirectly caused by:

- (a) mechanical, electronic or electrical breakdown or derangement unless as a consequence of an insured loss;
- (b) cracking, scratching or breakage of glass or fragile items or surfaces unless as a consequence of insured loss;
- (c) rust, or oxidation, mildew, mould, moths, vermin, insects, change of colour, or any process of heating, drying, cleaning, dyeing or alteration to any insured item;
- (d) the action of light or atmospheric conditions or gradually developing conditions, vibration, wear, tear and/or depreciation;
- (e) dishonesty by you or others to whom any insured item may be delivered, entrusted, loaned or rented;
- (f) action of the sea, tidal wave, high water or flood;
- (g) theft by employees, or your directors, partners or members of your family;
- (h) unexplained inventory shortage;
- (i) theft, other than theft resulting from forcible and violent entry evidenced by visible damage to the securely locked portion of any building or vehicle containing any insured item.

We will not cover:

- (a) loss, damage or liability during any period in excess of 60 consecutive days during which the business location is left unoccupied, unless we have given our written consent.  
To have been occupied, the business location must have been used for business purposes for at least two consecutive days;
- (b) any consequential loss or damage.



## When you are not covered

### General exclusions applying to this Policy

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. Any act(s) of Terrorism

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

- involves violence against one or more persons; or
  - involves damage to property; or
  - endangers life other than that of the person committing the action; or
  - creates a risk to health or safety of the public or a section of the public; or
  - is designed to interfere with or to disrupt an electronic system.
3. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

### Additional exclusions applying to this Policy

This Policy does not cover:

1. loss of or damage to property caused by its undergoing any process necessarily involving the application of heat;
2. damage or liability intentionally caused or incurred by:
  - (a) you; or
  - (b) a member of your family; or
  - (c) a person acting with your express or implied consent or that of a member of your family;
3. loss, destruction, damage or liability caused by error or omission in design, plan or specification or failure of design;
4. loss of or damage to electronic data.

Notwithstanding anything contained in this Policy or any endorsement attached to it this Policy does not cover electronic data. However, where cover is otherwise provided by this Policy, we will indemnify you for losses to electronic data arising out of fire, lightning, thunderbolt, explosion, implosion, earthquake, subterranean fire, volcanic eruption, impact, aircraft and/or other aerial device and/or articles dropped from them, sonic boom, theft which is a consequence of theft of any computer and/or computer hardware and/or firmware and/or microchip and/or integrated circuit and/or similar device containing such electronic data, breakage of glass, the acts of persons taking part in riots or civil commotions or of strikers or of locked out workers or of persons taking part in labour disturbances which do not assume the proportions of or amount to an uprising, storm and/or tempest and/or rainwater and/or wind and/or hail, water and/or other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or appliance and/or pipes.

For the purposes of this exclusion 'electronic data' means any facts, concepts and/or information converted to a form usable for communications and/or displays and/or distribution and/or processing by electronic and/or electromechanical data processing and/or electronically controlled equipment which includes but is not limited to programs and/or software and/or other coded instructions for such equipment.

### Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that it is unlawful for us to do so.

### Sanctions limitation and exclusion

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that to do so may expose us to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

### Property Cyber and Data

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - (a) Cyber Loss;
  - (b) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction 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.
2. In the event any portion of this Endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This Endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

4. In this exclusion:

- (a) 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 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.
- (b) 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.
- (c) Cyber Incident means:
  - (i) 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
  - (ii) 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.
- (d) 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.
- (e) 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.

## General Conditions

### Changing your Policy

If you want to make a change to this Policy, the change becomes effective when:

- we agree to it; and
- we give you a new Policy Schedule detailing the change.

### Other interests

You must not transfer any interests in this Policy without our written consent.

Any person whose interests you have told us about and we have noted on your Policy Schedule is bound by the terms of this Policy.

### Cancelling your Policy

#### How you may cancel this Policy

- You may cancel this Policy at any time by telling us in writing that you want to cancel it.
- Where 'you' involves more than one person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

#### How we may cancel this Policy

- We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- We will give you this notice in person or send it to your address last known to us.

### The premium

We will refund to you the proportion of the premium for the remaining period of insurance.

### Sending you documents

Documents relating to your insurance policy will be sent by post or email. Where you have been given the choice, they will be sent by your chosen delivery method and you can change your preference at any time.

It is your responsibility to make sure your contact details are current (including telephone number, email and mailing address where relevant) and you must update these as soon as they change.

### Changes to information previously advised

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made to the information disclosed at the commencement or renewal of this Policy or shown in the Policy Schedule, which increase the risk of loss, damage or injury.

You must tell us immediately in writing of:

- every occurrence, claim, writ, summons, proceeding, impending prosecution, and inquest together with all relevant information which may result in a claim under this Policy, whether or not you believe any claim amount might fall below the excess;
- every change that comes to your knowledge which materially varies any of the facts or circumstances disclosed at the commencement of this Policy.

## You must protect the property insured

You must take all reasonable precautions for the care, safety and protection of the property insured under this Policy and comply with all statutory obligations, bylaws and regulations imposed by any public authority and by this Policy for the safety, use and storage of the property insured.

### Contribution and other insurance

When making a claim, you must notify us of any other insurance that you're aware will or may, whether in whole or in part, cover any loss insured under your policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to you or any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

### References to legislation

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

## Claims

### What you must do

If an event happens which may give rise to a claim under this Policy you must:

- tell us or your Financial Services Provider as soon as possible. You will be provided with a claim form and advice on the procedure to follow;
- notify the police as soon as practicable if any property insured under this Policy is lost, stolen, or maliciously or intentionally damaged;
- supply us with all information we require to settle the claim;
- take all reasonable precautions to prevent further loss or damage;
- not negotiate, admit, repudiate or pay any claim by any person;
- co-operate with us fully in any action we take if we have a right to recover any money payable under this Policy from any other person;
- preserve any damaged property insured under this Policy and make it available for inspection by a representative or agent of ours (including a loss adjuster). You must allow us to take possession of any damaged property and deal with it in a reasonable manner. If we do not take possession of the damaged property, you cannot abandon the property to us.

If in doubt at any time, ring us or your Financial Services Provider for advice.

### What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

### What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy Terms and Conditions or on the Policy Schedule.

We may refuse to pay a claim if you are in breach of your Duty of Disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent; or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

