

# Your Summary

Welcome **Your name** to Evari, and a refreshing change to business insurance!

This is a very important document – it explains what *You* are covered for (policy inclusions), and equally important, what *You* are not covered for (policy exclusions), as well as any conditions that apply to *Your* policy such as the type of cover and the level of *Excess* that will apply as the first amount of each and every loss in the event of a claim.

Product:	Business Pack
Policy No.:	SAMPLE
Insurer:	Certain underwriters at Lloyd's and issued by Evari Insure Pty Ltd
Insured:	Your name
Address:	Your address
Policy Period:	SAMPLE

## What you told us

Your policy is based on what *You* have told us about *You* and *Your* business. If any of these details change, *You* should contact Evari or update *Your* information by accessing *Your* Evari account at [www.evari.insure/dashboard](http://www.evari.insure/dashboard).

What is your industry? Your Occupation

Best known for: Your Selection

You also have: Your Activities

You prepare food by: Your Cooking Methods

Have you been declared bankrupt, been convicted of a criminal offence, or had your insurance cover cancelled by your insurer in the last 7 years? Your answer

Have you made insurance claims totalling more than \$35,000 in the last 3 years? Your answer

Were these claims as a result of storm or hail damage? Your answer

Were the claim amounts over \$100,000? Your answer

What is the premises replacement value? N / A

Does your building contain asbestos? Your answer

What is the total value of your stock? NaN

What is the total value of your contents? NaN

What is your building mainly constructed from? Your construction materials

Do you have any of the following fire protection? *Your* fire protection

Please select your fridge type Your selection

Do you own the business premises? Yes

Do you have any of the following security? Your security

What is your current annual revenue? NaN

## About Evari and this product

To make things easier to read, this policy document is personalised specifically for *You* – the layout aligns to each type of cover that *You* chose to purchase for the period of *Your* insurance, **SAMPLE**. Where there are any exclusions, or conditions that apply, either to this policy as a whole or to *Your* chosen covers, then these are clearly explained too. Defined terms are represented by both capitals and italics. If *You* would like to refer to Evari's full policy wording it can be found at [www.evari.insure](http://www.evari.insure).

At Evari, we know that businesses change, and it's important *Your* insurance can keep up, so we've made it easy for *You* to update *Your* insurance. *You* can simply log in to *Your* Evari account at [www.evari.insure/dashboard](http://www.evari.insure/dashboard) to update any changed details and amend *Your* existing policy, or purchase an alternative policy.

### Certainty

*You* can rest easy knowing that *You* are covered by some of the most recognised underwriters in the world.

Evari Insure Pty Ltd (Evari) is an Australian Financial Services Licensee, ABN 49 615 973 487, Australian Financial Services Licence No. 494857. Evari acts as a coverholder on behalf of certain underwriters at Lloyd's, who are *Your* insurers. Evari's contact details can be found at Evari's website, [www.evari.insure/contact](http://www.evari.insure/contact).

This policy of insurance confirms that in return for payment of *Your* premium, certain underwriters at Lloyd's have agreed to cover *You*, in accordance with the terms detailed in this document.

*You* or *Your* representative can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the underwriters at Lloyd's is liable by requesting them from Evari. In the event of a loss, each underwriter (and their executors and administrators) is only liable for their own share of the loss.

The subscribing underwriters' obligations under this contract of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing underwriters are not responsible for the subscription of any co-subscribing underwriter who for any reason does not satisfy all or part of its obligations.

In accepting this insurance, the underwriters have relied on the information and statements that *You* provided when applying for this insurance. *You* should read this policy carefully and if it is not correct, simply log in to *Your* Evari account at [www.evari.insure/dashboard](http://www.evari.insure/dashboard) or call Evari to update it. This is an important document and *You* should save it in a secure place with all other documents relating to this insurance. Copies can also be downloaded from [www.evari.insure/dashboard](http://www.evari.insure/dashboard).

Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards and service in the general insurance industry. Any enquiry or complaint relating to this insurance should be referred to Evari in the first instance. If this does not resolve the matter, or *You* are not satisfied with the way a complaint has been dealt with, *You* should contact:

Lloyd's Underwriters' General Representative in Australia  
Level 9  
1 O'Connell Street  
Sydney NSW 2000  
Phone: 02 8298 0783  
Email: [idraustralia@lloyds.com](mailto:idraustralia@lloyds.com)

*Your* complaint will generally be reviewed by their office if it falls within the Terms of Reference of the Australian Financial Ombudsman Service (FOS). Otherwise *Your* matter will be referred to the Complaints Team at Lloyd's based in the UK. If *Your* dispute remains unresolved *You* may take *Your* complaint to FOS if it falls within their Terms of Reference. FOS can be contacted on 1800 367 287 or GPO Box 3 Melbourne Victoria 3001 or [www.fos.org.au](http://www.fos.org.au). For other disputes, *You* will be referred to other proceedings for resolution.

The underwriters accepting this insurance agree that:

1. if a dispute arises under this insurance it 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;
2. any summons notice or process to be served upon the underwriters may be served upon Lloyd's Underwriters' General Representative in Australia at the same address as detailed immediately above, who has authority to accept service and to appear on the underwriters' behalf;
3. 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.

In the event of a claim arising under this insurance, immediate notice should be given to Evari Insure Pty Ltd.

The Policy is issued by Evari in accordance with the authority granted to them by certain underwriters at Lloyd's.

### Considering this product

Any advice that may be contained within this document or accompanying material is general only and does not take into account *Your* individual business objectives, financial situation or needs. *You* need to make an assessment whether the purchased covered amount, type and level of cover *You* have selected are appropriate.

The information contained in this policy document is current at the date of preparation. Evari may update some information in the full policy wording that will not affect the terms and conditions of this policy from time to time without needing to notify *You*. Where necessary we will issue *You* with an updated policy document to reflect the changes.

### How the price charged is derived

In calculating *Your* premium there were a number of factors considered, including the cover, *Excess* and *Limit*, and information that *You* provided to Evari when applying for this insurance.

Factors that increase the risk to the underwriters at Lloyd's generally increase the premium and those that lower the risk generally reduce the premium payable. *Your* premium includes any amounts payable that take into account the underwriters at Lloyd's obligation (actual or estimated) to pay any relevant compulsory government charges, taxes or levies (including stamp duty and GST).

## General conditions

The following general conditions apply to all sections and covers within this policy:

### Evari is conscious of being not only green, but also allowing more convenience

1. **electronic communication** – all policy documents and notices will be delivered to *You* electronically. *You* are responsible for making sure the email address *You* provided is up to date at all times by accessing *Your* Evari account at [www.evaresure.com/insure/dashboard/account](http://www.evaresure.com/insure/dashboard/account).

### Before buying a policy please consider

2. **duty of disclosure** – Section 21 of the Insurance Contracts Act 1984 (Cth) provides that before *You* enter into an insurance contract, *You* have a duty to tell the insurer anything that *You* know, or could reasonably be expected to know, that may affect the insurer's decision to insure *You* and on what terms. *You* have this duty until they agree to insure *You*.

*You* have the same duty to disclose before *You* renew, extend, vary or reinstate an insurance contract. However, *You* do not need to tell the insurer anything that:

- a. reduces the risk they insure *You* for;
- b. is common knowledge;
- c. *Your* insurer knows or should know as an insurer;
- d. the insurer waives *Your* duty to tell them about.

**If *You* do not tell the insurer something** *You* are required to disclose, the insurer may cancel *Your* contract or reduce the amount they will pay *You* if *You* make a claim, or both. If *Your* failure to tell the insurer is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed and invalidate it from its beginning.

3. **cooling off period** – there is a 14-day cooling off period when taking out *Your* policy. If *You* are not completely satisfied, *You* can cancel *Your* policy online through *Your* dashboard within 14 days of the issue date and receive a full refund of any premium paid. If during the 14 days a claim has been lodged on the policy, then this section does not apply.
4. **privacy policy** – at Evari we are committed to protecting *Your* privacy in accordance with the Privacy Act 1988 (Cth) and the 13 Australian Privacy Principles. Evari collects, handles, stores and discloses *Your* personal and sensitive information for the specific purpose of:
  - a. deciding whether to issue a policy;
  - b. determining the terms and conditions of *Your* policy;
  - c. compiling data to improve Evari's products and services;
  - d. handling claims.

Evari's detailed Privacy Policy can be found at [www.evaresure.com/insure/privacypolicy](http://www.evaresure.com/insure/privacypolicy).

5. **sanctions** – Evari's underwriters shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Evari's underwriters to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of

the European Union, United Kingdom, United States of America, or Australia.

### Important to consider purchased covered amounts

6. **sums insured** – the respective agreed *Limits* will, in the instance of any claim being paid in the period of insurance, be reduced as applicable for the relevant section of the policy in which the claim was made. Subject to additional premium *You* may have the ability to reinstate cover, by accessing *Your* Evari account at [www.evari.insure/dashboard/covers](http://www.evari.insure/dashboard/covers), Evari will confirm in writing if Evari's underwriters agree to reinstate cover. Evari will not reinstate the *Limit* for *Building(s)*, *Stock* and *Contents*, or Business Disruption if *You* have been paid a total loss under one or more of those sections.
7. **works of art, antiques and curios** – for the purposes of valuing works of art, antiques and curios (rare, unusual or intriguing objects), a professional valuation dated within a two (2) year period immediately prior to the loss will be relied on, otherwise assessment will be based on the market value as at the time at the time of loss.

### Paying the premium, the price Evari charges – please consider

8. **annual policy** – *You* have taken out an annual policy, for which the period of insurance is **SAMPLE**, and *You* may be invited to elect to pay *Your* premium in monthly instalments.
9. **payment by instalments** – where *You* have elected to pay *Your* premium in instalments *You* will be required to pay *Your* premium one month (instalment) in advance; if *Your* premium instalments fall in arrears by 14 days or more and should a loss occur, then *Your* claim may be refused.
10. **payment of premium in full before claims settlement** – in instances where *You* have elected to pay *Your* premium in instalments and a claim in excess of \$60,000 has been lodged, the remaining instalments due on the total policy premium for the period of insurance will be deducted from the total amount of any claim settlement to be paid.

### Cancelling this policy

11. ***You* may cancel** – simply access *Your* Evari account at [www.evari.insure/dashboard/account](http://www.evari.insure/dashboard/account) to cancel this policy. No cover will be provided from the date of cancellation. A pro-rata refund will be issued from the date of the cancellation for any amount *You* have paid in advance.

### This policy may be cancelled under certain circumstances

12. **reasons *Your* policy may be cancelled** – this policy may be cancelled on the grounds set out in the Insurance Contracts Act 1984 in the following circumstances:
  - a. (Monthly instalments) *You* fail to pay a monthly instalment by the required date;
  - b. (Annual Policy) *You* fail to pay *Your* renewal premium by the renewal date;
  - c. *You* fail to comply with *Your* Duty of Utmost Good Faith;
  - d. *You* fail to comply with *Your* Duty of Disclosure;
  - e. *You* make a fraudulent claim under *Your* contract of insurance.

Cover will be cancelled from an effective date determined by Evari's underwriters, and no cover will be provided from this date. We will notify *You* in writing.

### Related claims may be treated as one loss

13. **claims arising from a single cause or event** shall all be considered as one loss for the purpose of this Policy.
14. **natural events occurring within 72 hours** – in respect of earthquake, a hurricane, a typhoon, windstorm, rainstorm, hailstorm and/or tornado; any damage arising during any one period of 72 consecutive hours shall be deemed to be a single event, and treated as one loss. The commencement of any such 72 hour period shall be decided at *Your* discretion, provided that there shall be no overlapping in any two or more such 72 hour periods in the event of damage occurring over a more extended period of time.

### When a claim happens please consider

15. **admission of liability** – *You* claim might not be paid if *You* have not sought consent from Evari's underwriters prior to *You* providing an admission of liability, or negotiating paying or settling demands or proceedings by or against anyone else for loss, damage or injury covered by this policy.
16. **subrogation** – if *You* make a claim for a loss event implicating a third party, then Evari's underwriters may undertake *Your* name and act on *Your* behalf to attempt to make recoveries from that third party, including to seek recovery of compensation or to secure agreement from the party to indemnify *You* from further claims against *You* relating to this loss caused or contributed to by a third party. However all rights of such subrogation will be waived against:
  - a. *You*, and each other party described as an interested party in *Your* policy;
  - b. any corporation, organisation or person which or who owns or controls the majority of the capital stock of any corporation or organisation to which or to whom protection is afforded under this policy,

except where such corporation, organisation or person is protected from liability insured against hereunder by any other policy of indemnity or insurance. This right of subrogation is not waived to the extent and up to the limit of any such other policy.

17. **goods and services tax** – Evari's underwriters will reduce the GST amount they pay by the amount of any input tax credits to which *You* are or would be entitled if *You* made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through *Your* business.
18. **amount of recoveries** – once a claim under this policy is paid, *You* give Evari's underwriters all rights in respect of recoveries against third parties, and Evari's underwriters will apply the proceeds of any recovery first to reimburse actual costs incurred by them in pursuing recoveries and then in reimbursement of all payments made by them until they are fully reimbursed up to the amounts paid. Any remaining amount(s) will be paid to *You*. Where interest is recovered in any recovery the interest will belong to Evari's underwriters.

### Apart from a claim, after the policy is purchased there may be times when *You* need to let Evari know when something changes

19. **interested parties** – *You* must access *Your* Evari account at [www.evaresure.com/insure/dashboard/policies](http://www.evaresure.com/insure/dashboard/policies) and update *Your* details if *You* wish to note the interest of any parties (e.g. financiers or lessors) on any section of this policy.
20. **break of contract** – where the following occurs *You* must notify Evari immediately:
  - a. change of *Location*;
  - b. change of *Business Activities*;
  - c. change of Australian Business Number (ABN) of the business.

Evari will decide whether to continue to insure *You* and if so on what terms. Evari's contact details can be found at Evari's website, [www.evaresure.com/contact](http://www.evaresure.com/contact).

21. **unoccupancy** – *You* are not covered for any claim during any period of 30 days or more where the *Location* is left unoccupied by *You* unless otherwise agreed by Evari's underwriters in writing.
22. **other alterations** – *You* must notify Evari immediately of any alteration to the risk by either managing *Your* account at [www.evaresure.com/insure/dashboard/profile](http://www.evaresure.com/insure/dashboard/profile) or by contacting Evari. Some, but not all, alterations will be subject to a premium adjustment and some alterations may not fall within Evari's underwriting guidelines and may result in Evari being unable to provide cover for the requested alteration. Alterations will take effect from the date of notification or the requested effective date, whichever is sooner.

### When *Your* policy is due for renewal – please consider

23. **renewal** – Evari will send *You* notification of renewal of *Your* policy at least 14 days prior to expiry. *Your* policy will be automatically renewed, based on the information *You* have previously provided to Evari, together with the policy terms and conditions in *Your* renewal policy wording/schedule:
  - a. where *You* have previously elected to pay *Your* premium in instalments, unless *You* tell Evari otherwise, *Your* monthly instalment payments will continue from *Your* nominated credit card

- during the next period of insurance;
- b. where *You* have previously elected to pay *Your* premium in full via one payment, unless *You* tell Evapi otherwise, on the expiry date of *Your* policy Evapi will deduct the full annual renewal premium due from *Your* nominated credit card.

## General exclusions

The following general exclusions apply to all sections and covers within this policy. *You* are not covered for loss, damage or liability directly or indirectly caused by, contributed to or arising from:

1. any war, invasion, acts of foreign enemies, hostilities, rebellion or warlike operations (whether war be declared or not), civil war insurrection, uprising, military or usurped power;
2. any act of *Terrorism*;
3. the action of water from the sea or tidal wave;
4. any nuclear, radioactive, biological or chemical material;
5. pollutants that discharge or escape from property either occupied or managed by *You*;
6. a breach of contract;
7. vermin, animals or insects;
8. motor vehicles, unless they are fork lift trucks and similar appliances that are used predominantly for hauling or conveying goods at *Your* address;
9. losses occurring outside Australia;
10. losses resulting from lack of reasonable care and maintenance;
11. any legal liability of any nature, except as covered under the legal liability section of this policy;
12. delay, lack of performance, loss of contract or depreciation in the value of land or *Stock*;
13. any loss of use or consequential loss of any kind, except as covered under the Business Disruption section of this policy;
14. damage or loss caused by any faults or defects known to *You* or any of *Your Employee(s)* and not disclosed to Evapi at the time *You* arranged this insurance;
15. intentional acts by *You* or any other person with *Your* knowledge and consent and which *You* were capable of preventing.

## Making a claim

Making a claim couldn't be easier. *You* are required to notify Evapi of potential, or actual claims as soon as possible – to do so, simply log in to *Your* Evapi account at [www.evapi.insure/dashboard/claims](http://www.evapi.insure/dashboard/claims) and follow the simple steps to lodge *Your* claim.

Details of the information that *You* may be asked to provide in order to help process *Your* claim as quickly as possible are available at [www.evapi.insure/claims](http://www.evapi.insure/claims), as is an overview of how *Your* claim will be managed. Once *Your* claim is lodged, *You* will be advised of the next steps, and *You* can log in to *Your* Evapi account to monitor the status of *Your* claim at any time.

**To help process *Your* claim, Evapi will ask *You* for some or all of the following:**

1. a detailed account of the events leading to the claim (who, where, how);
2. details of any police reports;
3. GST details (e.g. ABN);
4. an estimate of the loss or damage;
5. Evapi may also ask for specific information and documentation relating to the claim – such as:
  - a. sales receipts or accounts (originals or duplicates) showing the date, purchase price, a description of items purchased and place of purchase;

- b. credit card statements or bank statements showing the transaction details;
- c. owner's manuals or instruction manuals providing the model and serial number/s of the lost or damaged property;
- d. warranties noting the item and payment figure;
- e. valuations;
- f. photos clearly showing the items;
- g. closed circuit television security footage (where available);
- h. in the case of damaged *Stock*, clear photos showing the use-by date;
- i. builder's, electrician's or other relevant tradesman reports detailing the loss or damage;
- j. letter from the original supplier/purchaser on a verified letterhead;
- k. Australian Taxation Office submission, showing depreciation schedule of items;
- l. statement from *Your* accountant.

### To help Evari's underwriters handle *Your* claim:

1. **evidence** – *You* must attempt to preserve all proof of purchase, property, *Products*, appliances, plant, and all other things which may assist in the investigation or defence of a claim or suit or in the exercise of rights of subrogation and, so far as may be reasonably practicable, no alteration or repair shall be effected without the underwriters consent until they have had an opportunity of inspection.
2. **details of other insurance** – when so requested, *You* must provide Evari's underwriters with details of any other insurances that insure any risk insured by this policy.
3. **if the claim is under an *Excess*, or over the applicable *Limit*** – should *You* incur cost(s) due to a loss which is not covered by this policy:
  - a. due to the application of an *Excess*; and/or
  - b. where the amounts of any judgments or settlements exceed the applicable *Limit*,

any corporation, organisation or person claiming under this insurance shall, at Evari's underwriters request and expense, do and concur in doing and permit to be done all such acts and things that may be necessary or may reasonably be required by Evari or Evari's underwriters for the purpose of enforcing any rights and remedies, or for obtaining relief or indemnity from any other organisation(s) or person(s), to which Evari's underwriters shall be or would become entitled upon paying for or indemnifying *You* in respect of legal liability under this policy.

4. **claims resulting in financial loss** – in the event of a claim *You* may be required to provide financial records for at least the previous two (2) years before a loss to substantiate that loss. If the business is less than two (2) years old, then the financial records of *Your* business from the date of commencement until the date of the loss or damage may be required to substantiate the claim.
5. **claims resulting in legal action** – following the happening of any *Occurrence* in respect of which a claim is, or may be, made under this policy, Evari's underwriters:
  - a. have full discretion in the conduct of any legal proceedings and in the settlement of any claim. *Your* claim may not be paid if *You* do not provide any statements, documents or assistance as required to support or defend the claim. This may include giving evidence in any legal proceedings;
  - b. may at any time pay to *You*, in respect of all claims against *You* arising directly or indirectly from one source or original cause:
    - i. the amount of the *Limit* of liability or such other amount specified in respect thereof (after deduction of any sum(s) already paid to *You*, which sum(s) would reduce the amount of Evari's underwriters unfulfilled liability in respect thereof); or
    - ii. any lesser sum for which the claim(s) can be settled.
  - c. upon making such payment, Evari's underwriters shall relinquish conduct and control of, and be under no further liability under this policy in connection with, such claim(s) except for defence costs and supplementary payments:

- i. recoverable from *You* in respect of the period prior to the date of such payment (whether or not pursuant to an order made subsequently); or
- ii. incurred by Evari's underwriters, or by *You* with their written consent, prior to the date of such payment.

This policy excludes cover for losses consequent to *Terrorism*. In the event that damage to property occurs and the cause of the damage is declared a terrorist incident by the responsible Minister, then *You* may be afforded protection within the limits of indemnity of this Policy by virtue of the Terrorism Insurance Act 2003(Cth). The operation of this Act may also serve to reduce the settlement of *Your* loss to a percentage of the otherwise recoverable loss. In the event that the settlement is reduced then this will be at the direction of the Minister. A more detailed explanation of the operation of the Terrorism Insurance Act 2003(Cth) can be obtained at [www.arpc.gov.au](http://www.arpc.gov.au).

## Property loss, destruction or damage

*You* have selected to be covered up to a *Limit* of the amounts specified in each subsection below for *Physical Loss, Destruction or Damage* to the following types of property: *Building(s), Stock & Contents, Glass, Portable Electronic Devices, Fridge Breakdown*,

In addition to the amounts defined in each subsection, *You* are also covered for:

1. **prevention of imminent damage** up to a *Limit* of **\$25,000** should the need arise during the period of insurance to:
  - a. extinguish a fire on or in the vicinity of the insured at the *Location* which causes or threatens loss or damage insured in this policy;
  - b. prevent or diminish imminent damage to *Your* property insured;
  - c. arrange temporary protection and safety of *Your* property insured at the *Location*, including the employment of security services; or
  - d. remove property insured from the *Location* if the purpose of the removal was to prevent or minimise damage insured under this cover section. *Your* cover will extend to damage resulting from the removal.

Any fines, penalties or liability incurred by *You* as a result of the above actions are not covered.

2. **trace and access** – reasonable costs up to a *Limit* of **\$10,000** incurred during the period of insurance to detect the point of bursting, leaking, discharging or overflowing of fixed apparatus, fixed tanks, fixed appliances, fixed pipes or other systems, during the period of insurance used to hold or carry liquid provided that the bursting, leaking, discharging or overflowing has caused or may reasonably be expected to cause damage at the *Location* insured will be covered. *You* are not covered for the repair or replacement of such apparatus, appliances, tanks, pipes of other systems.

The following conditions apply to all subsections of the Property Loss, Destruction or Damage section of this policy:

1. **72 hour natural event consideration** – *You* are not covered for the first 72 hours of this policy, or the first 72 hours immediately following any changes to this policy where *You* have included benefits *You* weren't previously covered for or altered a covered amount, following *Physical Loss, Destruction or Damage* at *Your Location* caused by:
  - a. storm, rainwater, wind, cyclone, hail and/or snow;
  - b. bushfire;
  - c. *Flood*;
  - d. earthquake, volcanic eruption, subterranean fire and/or tsunami.
2. **fire protection equipment** – the maintenance of fire protection equipment, including *Your fire protection* is important to fire safety and *You* are required to check regularly that all such equipment is maintained in good working order.

3. **deep frying** – *You* are required to have:
  - a. range hoods, flues and exhaust ducting professionally cleaned at least every six months;
  - b. filters cleaned every 2 weeks, or more often if required.
4. **wok cooking** – where installed on cooking devices, *You* are required to ensure that the following safety features are maintained and in good working order:
  - a. flame failure automatic cut off modules;
  - b. water cooling and filling systems.
5. **maintenance of cool room(s) and walls with expandable polystyrene** – whether *You* own or lease the *Location*, *You* are required to ensure that the following precautions are adopted:
  - a. electrical supplies are to be checked by a registered electrician on a maximum three year rolling basis and a report issued as to their adequacy. This check must include the use of thermographic scanning on all major electrical components;
  - b. all electrical service penetrations into walls and casings where the polystyrene is present are to be run in appropriate plastic conduit, and where appropriate sealed at the penetration;
  - c. all hose reels and fire extinguishers are to be serviced on an annual basis.

*You* are not covered for *Physical Loss, Destruction or Damage* under any subsection of this section of the policy caused by or arising from, any of the following exclusions:

1. *Wear and Tear*;
2. creeping, heaving, or movement of foundations;
3. error or omission in design, plan, or specification, or failure of design, or failure during testing;
4. *faulty materials or workmanship*;
5. *Breakdown* of machinery, except as covered under the Fridge Breakdown section of this policy;
6. malicious damage, a deliberate act, neglect or omission;
7. maintenance, such as the tightening of loose parts, recalibration or adjustments;
8. operating outside of manufacturer's specifications, or during the course of installation, erection, relocation, maintenance, inspection, repair, alteration, modification or overhaul;
9. a deliberate act, neglect or omission on *Your* part;
10. instances where the manufacturer or supplier or other parties are responsible under a maintenance or warranty agreement;
11. loading or unloading;
12. erosion, subsidence, landslip or mudslide or any other earth movement;
13. demolition ordered by any lawful authority as a result of failure by *You* to comply with any lawful requirement, except where specifically covered elsewhere in this policy;
14. faults or defects known to *You* or any *Employee* whose knowledge in law would be deemed to be *Your* knowledge and not disclosed to Evari at the time this insurance was arranged, extended, varied or renewed;
15. an electrical device (including wiring) caused by a surge in electrical current, or burnout;
16. explosions, including self-explosion of boilers or other pressure vessels;
17. any unexplained inventory shortage or disappearance resulting from clerical or accounting errors, or shortage in the supply or delivery of materials or goods;
18. *Pollution*, smoke, smut or hazardous substance except where caused directly by fire, lightning, explosion, impact by any road vehicle or animal, aircraft or other aerial devices or articles dropped by them, falling communication masts, towers, antennae or dishes, falling *Buildings* or structures or parts thereof, meteorite, riot, civil commotion, persons taking part in an industrial dispute, earthquake, storm, *Flood*, the bursting, overflowing or discharge of tanks, apparatus or pipes containing in water or liquid of any kind, or sprinkler leakage;
19. highly pathogenic Avian Influenza or any other diseases declared to be quarantinable diseases under the Quarantine Act 1908 and subsequent amendments irrespective of whether discovered at the

*Location*, or out-breaking elsewhere;

20. damage, destruction, distortion, erasure, corruption or alteration of *Electronic Data* from any cause whatsoever (including but not limited to *Computer Virus*) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
21. discolouration and chipping, where the property is still useable;
22. *Physical Loss, Destruction or Damage* which does not occur during the period of insurance.

## Buildings – loss, destruction or damage

You have selected to be covered up to a *Limit* of **Your selected Limit** for *Physical Loss, Destruction or Damage* of *Building(s)* which You own and occupy at **Your address** during the period of insurance.

Except for any *Physical Loss, Destruction or Damage* otherwise excluded to the *Building(s)* at this *Location*, Evari's underwriters at their option will either:

1. repair or rebuild the damaged *Building(s)*; or
2. pay the cost of rebuilding or repairing the *Building(s)*,

Subject to the following conditions:

1. an *Excess* of **Your Excess** for each and every loss giving rise to a claim;
2. You won't be paid more than would otherwise have been incurred if the work of rebuilding or repairing had been commenced and completed by You within a reasonable period of time;
3. when any *Building(s)* at Your address is damaged, but not destroyed, You will not be paid more than the amount that could have been called upon to pay for if that *Building(s)* had been totally destroyed;
4. You will be paid an amount to return the *Building(s)* to a condition substantially the same as, but not better or more extensive than, its condition when new, using materials readily available and in common use in Australia.

You are also covered for the following benefits as determined relevant by Evari's underwriters for the respective damage or destruction that occurred to any *Building(s)* at Your address:

1. **loss of floor space** – if the *Building(s)* at **Your address** can only be rebuilt or repaired with a reduced floor space as a result of:
  - a. an Act of Parliament or regulations; or
  - b. a by-law or regulation of any Municipal or other statutory authority;

You will be paid the difference between:

- i. the actual cost of rebuilding the *Building(s)* with the reduced floor space; and
  - ii. the estimated cost of rebuilding the *Building(s)* with the floor space it had at the time it was damaged.
2. **additions to *Building(s)*** – if Your *Building(s)* at **Your address** were in the process of being constructed, erected, altered or added to when the loss occurred, You are covered for loss or damage to these new additions or installations up to an additional *Limit* of **20% of Your selected Limit**.
  3. **catastrophe inflation protection** – for damage to Your *Building(s)* that is a direct result of a natural catastrophe, You are covered up to an additional *Limit* of **20% of Your selected Limit** for any additional costs incurred that can be directly attributed to increases in the price of services and materials as a direct result of the catastrophe and are otherwise payable under this section of the policy.
  4. **Landscaping** – for loss of or damage to *Landscaping* at Your address and resultant expenses necessarily incurred in cleaning, clearing and/or repairing drains, gutters, sewers and the like

all contained in or on or forming part of or implicitly pertaining to the *Building(s)*, *You* are covered up to an additional *Limit* of **\$20,000** per *Occurrence*. *You* are not covered for any loss of or damage to *Landscaping* which occurs as a result of storm, wind or rain (including snow, sleet or hail).

5. **government fees** – for any fee, contribution or other impost payable to any other government, local government or other statutory authority where payment of the fee, contribution or impost is necessary to the obtaining of consent to reinstate any property insured, *You* are covered up to an additional *Limit* of **\$10,000** per *Occurrence*, provided that Evari’s underwriters will not be liable for payment of any fines and/or penalties imposed upon *You* by any such authorities.
6. **professional fees** – for the reasonable cost of surveyors’, architects’ and other professional fees for estimates, plans, specifications, quantities, tenders and supervision, incurred in the repair or replacement of lost or damaged *Building(s)*, *You* are covered up to an additional *Limit* of **\$5,000** per *Occurrence*.
7. **extra costs of complying with regulations** – if extra costs are necessarily incurred to comply with the requirements of any State or Commonwealth Act, regulation or by-law, *You* are covered up to an additional *Limit* of **10% of Your selected Limit** for these costs, subject to the following conditions:
  - a. the work of rebuilding or repairing must be commenced and completed within a reasonable time; and
  - b. the amount payable will not include any additional costs in complying with any requirement that *You* had been required to comply with before the loss or damage occurred; and
  - c. the work of rebuilding or repairing may be carried out wholly or partially upon any other site, if the requirements of the Australian State or Commonwealth Act, regulation or by-law necessitate it; and
  - d. *You* are not covered for any additional costs related to heritage status of the *Building(s)*.
8. **removal of debris** – *You* are covered up to an additional *Limit* of **\$50,000** per *Occurrence* for:
  - a. reasonable costs of removal, storage and disposal of the residue of damaged property insured but does not mean material that is itself a pollutant and is deposited beyond the boundaries – including the demolition, dismantling, cleaning up, shoring up, propping, underpinning or other temporary repairs of *Building(s)* damaged;
  - b. *Your* legal liability for the cost of removal of debris from adjoining premises, property, services, roadways and waterways as well as at the *Location*;
  - c. reasonable costs associated with the removal and disposal of trees or branches, which caused damage to property by impact from trees or branches of trees.

## Stock and Contents – loss, destruction or damage

*You* have selected to be covered up to a *Limit* of **Your selected Stock and Contents Limit** for *Stock* and *Contents* which *You* own or are responsible for during the period of insurance.

In the event of *Physical Loss, Destruction or Damage* not otherwise excluded to:

1. **Stock** – *You* are covered up to a *Limit* of **Your Stock Limit** for *Physical Loss, Destruction or Damage* to:
  - a. **Stock at Your Location** – Evari’s underwriters at their option will either:
    - i. pay the market value of the *Stock* at the time of the loss or damage;
    - ii. pay *You* the market value of obsolete *Stock* or its purchase price (net of GST), whichever is the lesser, but no more than the original cost;
    - iii. replace or repair the *Stock* with property or materials equal to or of a similar standard and specification as the *Stock* at the time it was lost or damaged; or
    - iv. pay the cost of repair or replacement of the lost or damaged *Stock*.

- b. **Stock not at Your Location** – You are covered up to a *Limit* of **20% of Your Stock Limit** for *Stock* removed from **Your address** for less than 30 consecutive days, provided that the *Stock* is being stored at, or is in transit between **Your address** and one of the following:
  - i. a secure self or bulk storage facility;
  - ii. a private residence of a director, or *Employee* of the company;
  - iii. an alternate location at which the business is temporarily trading.
- c. In addition, *Your* cover for loss, destruction or damage to *Stock* will be extended up to an additional *Limit* of **20% of Your Stock Limit** to allow for variations in *Stock* value.

*You* are not covered for any loss, destruction or damage to *Stock* where *You* have consigned that *Stock* to another person for sale.

- 2. **Contents** – *You* are covered up to a *Limit* of **Your Contents Limit** for *Physical Loss, Destruction or Damage* to:
  - a. **Contents at Your Location** – Evari’s underwriters at their option will either:
    - i. pay the cost of repairing *Contents* to a condition substantially the same as, but not better than their condition when new; or replacing the *Contents* with similar property;
    - ii. pay *You* the amount shown on the proof of purchase for items; unless the items are:
      - 1. works of art, antiques and curios where *You* are covered up to a *Limit* of **\$5,000** per *Occurrence*;
      - 2. *Electronic Data* processing media where *You* are covered for the cost of the blank media plus the costs of copying the *Electronic Data* from the backup or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such *Electronic Data*, or any amount pertaining to the value of such *Electronic Data*, even if such *Electronic Data* cannot be recreated, gathered or assembled.
  - b. **Contents not at Your Location** – *You* are covered up to a *Limit* of **20% of Your Contents Limit** for *Contents* removed from **Your address** for less than 30 consecutive days, provided that *Contents* are being stored at, or are in transit between **Your address** and one of the following:
    - i. a secure self or bulk storage facility;
    - ii. a private residence of a director, or *Employee* of the company;
    - iii. an alternate location at which the business is temporarily trading.

Subject to the following conditions:

- 1. an *Excess* of **Your Excess** shall apply for each and every loss giving rise to a claim;
- 2. *You* will not be paid more than *You* would otherwise have been paid if replacement or repairs had been carried out within a reasonable period of time;
- 3. when any *Stock* and/or *Contents* insured are damaged, but not destroyed, *You* will not be paid more than the amount that *You* would have been paid if the *Stock* and/or *Contents* had been destroyed.
- 4. *You* are not covered for loss, destruction or damage of property not owned by *You*, or which *You* are not responsible for.

## Glass – loss, destruction or damage

*You* have selected to be covered for *Physical Loss, Destruction or Damage* to *Glass* at **Your address** for the replacement value of *Glass* up to a *Limit* of **\$25,000** in the aggregate.

In the event of *Physical Loss, Destruction or Damage* not otherwise excluded, *You* are covered for the replacement of broken *Glass* with a similar manufacture and quality including the reasonable costs for after-hours service by repairers, express delivery and overtime charges to repair or replace broken *Glass*.

In addition, where Evari's underwriters have agreed to pay a claim for *Physical Loss, Destruction or Damage* of *Glass* at *Your Location*, providing the total costs do not exceed a *Limit* of **\$8,000** per *Occurrence*, *You* are covered for:

1. **malicious damage** – external *Glass* which has suffered malicious damage, even where there is no breakage of external *Glass*.
2. **temporary shuttering** – the cost of temporary shuttering necessary to secure otherwise exposed *Stock* or *Contents* pending replacement of the broken *Glass*.
3. **signage** – the cost of loss or damage to signs attached to the *Location*.
4. **sign-writing** – the costs incurred in replacing sign-writing, ornamentation, reflective materials and burglar alarm tapes and connections attached to the broken *Glass*.
5. **frames and bars** – the cost incurred in repairing or replacing damage to window, door or showcase frames and their fittings, bars or grilles.
6. **tiling** – the cost incurred in repairing or replacing tiles on shop and office fronts and around the broken *Glass*.

Subject to the following conditions:

1. an *Excess* of **\$250** for each and every loss giving rise to a claim;

*You* are not covered for the replacement of *Glass*:

1. broken when in transit or whilst being fitted into position or removed from its fitting;
2. forming part of *Stock*;
3. in light fittings;
4. that is cracked or imperfect prior to breakage;
5. that is not fit for the purpose intended;
6. that is in a glasshouse, conservatory or the like, television, computer screen or any domestic item such as a vase, china ware or *Glass* in a photo frame.

## Portable Electronic Devices – loss, destruction or damage

*You* have selected to be covered for business related *Portable Electronic Devices* which *You* own up to a *Limit* of *Your selected Limit*. In the event of any *Physical Loss, Destruction or Damage*, Evari's underwriters at their option will either:

1. repair, rebuild or replace any damaged item; or
2. pay for the cost of repairing, rebuilding or replacing; if Evari's underwriters:
  - a. replace the item(s), it will be with a similar model of a like kind, capacity, size, quality and function;
  - b. pay *You* the cost to replace the item – depreciation based on the age of the item will be applied, notwithstanding improvements in technology or functionality, at the rate of 20% per annum for each year from the date of manufacture subject to a maximum reduction of 80% of the installed current replacement cost.

In addition, where Evari's underwriters have agreed to pay a claim for unforeseen loss, destruction or damage to *Your Portable Electronic Devices* under this subsection of the policy, providing the total costs do not exceed the *Limit* of *Your selected Limit*, *You* are covered for:

1. **restoration of data** – reasonable costs of restoring *Electronic Data* from the most recent

functional backup stored on media. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such *Electronic Data*, nor any amount pertaining to the value of such *Electronic Data*, even if such *Electronic Data* cannot be recreated, gathered or assembled.

Subject to the following conditions:

1. an *Excess* of **Your Excess** for each and every loss giving rise to a claim.

*You* are not covered for:

1. the cost of repair or replacement of expendable items other than expendable items which are necessary for the repair;
2. the cost of alterations, improvements or overhauls unless it is required for the repair or replacement;
3. loss or distortion of *Electronic Data* due to defects in the media;
4. loss or damage of, or distortion to, *Electronic Data* caused by a *Computer Virus*.

## Fridge Breakdown

*You* have selected to be covered for *Breakdown* of *Refrigerators* situated at **Your address** up to a *Limit* of **\$10,000**.

In the event of *Breakdown* of *Refrigerators*, Evari's underwriters at their option will either:

1. repair, rebuild or replace – if replaced, *Your Refrigerators* will be replaced with similar property of a like kind, capacity, size, quality and function;
2. pay for the cost of, repairing, rebuilding or replacing so that *You* can carry out the repairs – *You* will be paid the actual costs of materials and wages incurred plus a reasonable overhead mark-up, provided that a qualified person carries out the repairs.

In addition to the sum insured, where Evari's underwriters have agreed to pay a claim for *Breakdown* of *Refrigerators*, *You* are covered for:

1. deterioration of *Stock* – an additional *Limit* of up to **\$5,000** for deterioration of perishable *Stock* due to a change in temperature of the refrigeration or freezer unit. Evari's underwriters at their option will either pay:
  - a. the purchase price *You* paid for the refrigerated *Stock*;
  - b. to replace that *Stock*; or
  - c. the reasonable costs incurred by *You* to prevent or minimise the loss of or damage to refrigerated *Stock*.

Subject to the following conditions:

1. an *Excess* of **\$250** for each and every loss giving rise to a claim;
2. where the *Breakdown* is confined to a part of a machine or structure, *You* will not be paid more than the cost of repairing or replacing that part plus the cost of dismantling and erecting the structure;
3. if *You* do not repair or replace the damaged *Refrigerator* within 3 months after the date of the *Breakdown*, then *You* will only be paid for the actual cash value of the damage to property and components;
4. Evari's underwriters shall not be required to replace the machinery exactly, but only as circumstances permit;
5. if either;
  - a. a *Breakdown* of machinery causes the *Breakdown* of other insured property; or

b. a series of *Breakdowns* occur at the same time as a result of the same cause;

they will all be considered as one *Breakdown* for the purpose of applying the *Excess* of \$250, the relevant sum insured and any other sub-limit in this cover section.

You are not covered for any of the following:

1. the cost of repair or replacement of expendable items other than expendable items which are necessary for the repair;
2. the costs associated with modifying the machinery so that it operates with a more ozone friendly refrigerant gas as required by the United Nations Environment Programme (“UNEP”);
3. *Breakdown* due to the manual operation or setting of switches;
4. *Breakdown* following loss of public power supply due to:
  - a. the deliberate act of any public power supply authority unless performed for the sole purpose of safeguarding life or protecting a part of the supply system;
  - b. the decision by any public power supply authority to restrict or withhold supply excepting a scheme of rationing necessitated by damage to any part of the supply system.

## Theft of physical assets

You have selected to be covered up to a *Limit* of the amounts specified in each subsection below for *Theft of Money, Theft of Stock & Contents*, which You own occurring at the insured *Location* following either:

1. the forcible or violent entry into and/or exit from the *Location* by a person;
2. a person being unlawfully concealed at the *Location*;
3. a person breaking into any locked cabinet, counter and/or showcase inside the *Location*;
4. a person who steals items of *Stock* or *Contents* from the *Location* during normal hours of business operation;
5. as a result of an armed hold up or assault (applies to Theft of Money section only).

You are also covered for:

1. **temporary cover for a new *Location*** – Theft of physical assets at a new *Location* which is first occupied during the period of insurance, provided that You provide Evapi with full details of the new *Location* within the first 30 days of occupancy, up to 50% of the *Limit(s)* under each sub-section.
2. **temporary protection and security guards** – reasonable and necessary costs of temporary protection incurred, or the employment of guards/watchman by You, for the safety and protection of the *Location* pending repair of damage to the *Location* following loss up to an additional *Limit* of \$2,000.
3. **replacement of locks and keys** – reasonable cost of replacing locks, keys, magnetic keys or cards or similar devices if as a result of theft of *Stock* and *Contents*, these items keys are stolen, or if there are reasonable grounds to believe that these items keys have been duplicated, up to an additional *Limit* of \$5,000.
4. **damage to the business *Location*** – reasonable costs to repair the damage to the *Building(s)* caused by the theft or attempted theft if You lease *Your Location* and are deemed responsible under a lease, up to an additional *Limit* of \$2,000.
5. **funeral expenses** – burial or cremation costs if any director, *Employee*, officer or business partner, who sustains a fatal injury that results in death, provided their death directly results from an assault that occurs during a theft or attempted theft in the period of insurance at *Your Location* up to an additional *Limit* of \$10,000. This benefit will be paid directly to the estate of the deceased person.

You are not covered for theft due to:

1. an intentional or wilful act or omission of a director, business partner, *Employee*; or

2. any fraudulent or dishonest acts committed by *You* or any *Employee(s)* acting alone or in collusion; or
3. entry having been gained to the *Location* by the use of a key or security code, through an unlocked door or window; or
4. property having been left unattended in the open air; or
5. shortages resulting from clerical or accounting errors, or loss due to errors in receiving or paying out; or
6. mysterious disappearance.

## Theft of Stock and Contents

*You* have selected to be covered for theft at *Your Location* of *Stock* and *Contents* which *You* own or are responsible for up to a *Limit* of *Your selected Limit*. In the event of loss of damage as a result of one incident or all incidents of a series consequent on, or attributable to, one source or original cause of theft of *Stock* and/or *Contents*, Evari's underwriters will either:

1. pay the market value of the *Stock* and *Contents* at the time of the theft;
2. pay the market value of obsolete *Stock* or its purchase price (net of GST), whichever is the lesser, but no more than the original cost to *You*;
3. replace or repair *Stock* and *Contents* with property or materials equal to or of a similar standard and specification as the *Stock* and *Contents* at the time of the loss; or
4. pay the cost of repair or replacement of the *Stock* and *Contents*,

subject to an *Excess* of *Your selected Excess* that will apply to each and every loss under this section of the policy.

In addition to the amounts insured under this subsection, *You* are also covered for:

1. **property of directors and Employees** – the loss of or damage to directors' and *Employees'* tools of trade and personal effects as if they were *Contents*, up to an additional *Limit* of **\$5,000** for any one person and **\$10,000** in the aggregate.
2. **Temporary removal** – *Stock* or *Contents* removed from *Your Location* for less than 7 consecutive days, up to a *Limit* of **15% of Your selected Limit**, provided that the *Stock* and/or *Contents* is being stored at, or is in transit between *Your Location* and, one of the following:
  - a. a secure self or bulk storage facility;
  - b. a private residence of a director, or *Employee* of the company;
  - c. an alternate location at which the business is temporarily trading.
3. **fluctuations in value** – variations in the value of *Stock* and *Contents* up to an additional *Limit* of **20% of Your selected Limit**.

## Theft of Money

*You* have selected to be covered for theft of money (cash, cheques, debit and credit card vouchers and authorised gift vouchers) following one incident or all incidents of a series consequent on, or attributable to one source or original cause, up to a *Limit* of *Your selected Limit*.

In the event of theft of money owned by *You*, where that money was either:

1. at *Your Location* in a:
  - a. cash register during trading hours;
  - b. securely locked safe or strong room during and after trading hours; or
  - c. in the care, custody and control of an authorised Director or *Employee* of *You*.
2. temporarily in transit between *Your Location* and an alternate location whilst it is in the care, custody and control of an authorised Director or *Employee* of *You*; provided that the money is

not in transit for longer than 24 hours.

*You* are covered for the amount of money lost, destroyed or damaged, subject to the following conditions:

1. an *Excess* of **\$250** for each and every loss giving rise to a claim;
2. keys or combinations to safe or strong room must not be left in the *Building(s)* outside trading hours;
3. losses sustained in currencies other than Australian dollars will be calculated by converting the amount of loss to Australian dollars at the market rate at the time of settlement of the loss or such other rates as may have been expressly agreed with Evapi;
4. the value of subscription, conversion or redemption privileges through the loss of any security will be the value immediately preceding the expiration of the subscription, conversion or redemption, in the currency in which the loss was sustained.

*You* are also covered for:

1. **fluctuations in value** – variations in the value of money that is insured for the Theft of Money up to an additional *Limit* of **20% of *Your* selected *Limit***

*You* are not covered for losses from theft of money where:

1. the money was not owned by *You*;
2. the money was not in the care, custody and control of an authorised Director or *Employee* of *You*;
3. the money was left unattended in a vehicle;
4. the money was in the form of travelers cheques, discount house vouchers or lottery tickets;
5. the money was in the form of certificates of stock, bonds, coupons and all other types of securities.

## Employee dishonesty

*You* have selected to be covered for *Employee Dishonesty* up to a *Limit* of ***Your* selected *Limit***.

*You* are covered for theft as a direct result of *Employee Dishonesty*, where:

1. *You* are able to identify which *Employee(s)* are responsible;
2. a police report is lodged;
3. the *Employee Dishonesty* is discovered;
  - a. during the period of insurance; or
  - b. within one year that follows the period of insurance; or
  - c. within one year of the date upon which the *Employee* committing the *Employee Dishonesty* ceased to be in *Your* employment, whichever occurs first.

Subject to the following conditions:

1. an *Excess* of **\$500** will apply for each and every theft giving rise to a claim;
2. following a loss, *You* must retain, to the extent allowed by law, all monies and other assets that are due to any of *Your Employee(s)* involved in the loss. Evapi's underwriters will treat these monies or assets as a deduction from the amount of the loss.

*You* are not covered where the *Employee Dishonesty*:

1. happened outside the period of insurance;

2. relates to a particular *Employee* and which occurs after *You* first became aware of an act of *Employee* fraud by that particular *Employee*;
3. results directly or indirectly from trading in securities or derivatives whether or not in *Your* company name and whether or not in a genuine or fictitious account;
4. can only be proved to exist or the amount depends solely on any comparison of inventory records with a physical count or a profit and loss computation.

## Business Disruption

*You* have selected to be covered for business disruption events that adversely impact *Your* revenue:

1. as a direct consequence of *Physical Loss, Destruction or Damage to Stock and Contents or Building(s) if taken* that are owned by *You* and covered under this policy;
2. after 48 continuous hours of business disruption as a direct consequence of:
  - a. *Physical Loss, Destruction or Damage* to property not owned by *You*, but which is within a 1 kilometre vicinity and acts as an attraction to *Your* business or is critical to access to *Your Location*, and if it were owned by *You*, the property would be covered under the Property Loss, Destruction or Damage section of this policy; or
  - b. unforeseen interruption occurring to *Your* electricity, gas, water or telecommunication supplies; or
  - c. closure or evacuation of *Your Location* by order of a government, public or statutory authority as a result of:
    - i. an outbreak of an infectious or contagious human disease; or
    - ii. injury, illness or disease caused by the consumption of food or drink supplied by other businesses; or
    - iii. murder or suicide; or
    - iv. shark or crocodile attack; or
    - v. defects in the drains or other sanitary arrangement.

*You* are covered up to a *Limit* of *Your selected Limit* over a period no longer than *Your selected indemnity period* or until *Your* trading performance is restored to what it was immediately prior to the business disruption, whichever occurs first.

Subject to the following conditions:

1. an *Excess* of *Your Excess* will apply for each and every loss giving rise to a claim as a direct consequence of *Physical Loss, Destruction or Damage to Stock and Contents or Building(s) if taken* that are owned by *You* and covered under this policy;
2. *You* are obligated to try and mitigate the loss, and where practical, support all efforts to restore trading performance as quickly and economically as possible;
3. *You* must allow Evari access to *Your* accounts to assess the loss;
4. during *Your* business's first year of trading, *Your* trading performance will be assessed as being at the time immediately prior to the event or on the average monthly performance since *Your* business commenced operation;
5. any payment made to compensate for reduction or loss of revenue, may be adjusted to reflect historical seasonality in *Your* typical trading performance;
6. any savings during the period of loss will be taken into account in the calculation of any adverse impact on *Your* revenue.

Evari's underwriters at their option will pay one or a combination of the following in order to restore *Your* business revenue to what it was immediately before the business disruption:

1. up to 50% of *Your* typical monthly revenue immediately before the business disruption, to help *You* pay relevant expenses on time;
2. increased costs of working, so as to assist with resuming, or maintaining normal business operations, including:
  - a. renting or hiring a temporary location;
  - b. costs associated with relocating to temporary, or an alternate location;
  - c. additional security protection, or security guards.
3. fines or penalties incurred on contractual obligations, including breaches of contract which are directly attributable to failure to meet *Your* obligations as a consequence of the insured incident or event;
4. reasonable claims preparations costs.

*You* are not covered where the event related to damage to *Your* property, or a reported business disruption event:

1. is not identifiable and verifiable;
2. did not commence within the period of insurance;
3. is not as a direct consequence of the business disruption events listed at the start of this section.

*You* are not covered for:

1. a sudden, or gradual reduction in operating performance which is not directly attributable to a specific identifiable and verifiable event or incident which qualifies under this section of the policy;
2. repair or replacement of *Stock, Contents or Building(s) if taken* under this section of the policy (these are separate covers);
3. impacts from industrial disputes, including the cessation of work (whether total or partial), interruption or retarding of any process or operation.

## Legal Liability

*You* have selected to be covered up to a *Limit* of *Your selected Limit* for amounts *You* become legally liable to pay as compensation for an *Occurrence*, happening during the period of insurance, in respect of *Personal Injury or Third Party Property Damage* which was neither expected nor intended by *You*, as a result of *Your Products or Business Activities*.

*Your* cover under this section also includes:

1. **Reasonable legal costs** – if Evari's underwriters agree to indemnify *You* for amounts *You* may become legally liable to pay as compensation, and provide prior written consent to defend or settle the amounts *You* become legally liable to pay, *You* are also covered for reasonable legal costs.
2. **Property in *Your* physical or legal control** – *You* are covered up to a *Limit* of **\$250,000** for *Physical Loss, Destruction or Damage* to property not owned by *You*, but considered to be under *Your* control, including while undergoing any process or being worked on, except for:
  - a. damage to property temporarily in *Your* possession for the purpose of being worked upon, where the damage arises solely of *Your* work;
  - b. property not owned by *You*, but for which *You* have agreed to obtain insurance, not under this policy;
  - c. motor vehicles in a car park if the car park is owned or operated by *You* for reward, unless *You* are a hospitality business and *You* normally provide a car parking service for *Your* customers;
  - d. *Building(s)* that *You* have hired, leased or rented under a separate agreement.

Subject to the following conditions:

1. an *Excess* of *Your Excess* for each and every *Occurrence* giving rise to a claim;

2. in relation to an approved claim, reasonable legal costs may, at Evari's underwriters discretion, include payment of:
  - a. defence costs on *Your* behalf for demands or proceedings seeking damages, even if any of the allegations of such demands or proceedings is groundless, false or fraudulent;
  - b. charges, expenses and legal costs incurred by Evari underwriters, including relating to:
    - i. the investigation, defence or settlement of such demands or proceedings;
    - ii. bringing or defending appeals in connection with such demands or proceedings;
    - iii. items recoverable from or awarded against *You* in any such demands or proceedings;
    - iv. prejudgment interest awarded against *You* on that part of the judgment payable by Evari;
    - v. interest accruing on Evari's underwriters portion of any judgment.
  - c. approved legal costs incurred by *You* – where Evari's underwriters have provided consent, Evari's underwriters will pay for all legal costs relating to representation of *You*;
3. so far as may be reasonably practicable, no alteration or repair shall be effected to property that is known to be the subject of demands or proceedings without Evari's underwriters consent until Evari's underwriters have had an opportunity to inspect that property.

*You* are not covered for, and Evari's underwriters have no liability for, amounts *You* become legally liable to pay as compensation in connection with *Personal Injury* or *Third Party Property Damage* directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by any of the following:

1. **advertising injury** – following acts or omissions made at *Your* direction with knowledge of:
  - a. the illegality or falsity; breach of contract, other than misappropriation of advertising ideas under an implied contract;
  - b. incorrect description of the price of *Products*, goods or services. Infringement of trademark, service mark or trade name by use as the trade mark, service mark or trade name of the *Products*, goods or services sold, offered for sale or advertised;
  - c. failure of the *Products*, goods or services to conform with advertised performance, quality, fitness or durability;
2. **aircraft, hovercraft, drones, or watercraft** – use of or *Products* sold;
3. **asbestos** – in whatever form or quantity;
4. **a breach of professional duty** – arising out of any breach of duty owed in a professional capacity by *You* and/or any person(s) for whose breaches *You* may be held legally liable, but this exclusion shall not apply to demands or proceedings:
  - a. arising out of the rendering of or failure to render professional medical advice by medical persons employed by *You* to provide first aid and other medical services on *Your Location*;
  - b. arising out of advice which is given by *You* for no fee;
  - c. arising out of advice given in respect of the use or storage of *Your Products*;
5. **a contractual liability** – which has been assumed by *You* under any contract or agreement that requires *You* to:
  - a. effect insurance over property, either real or personal;
  - b. assumed liability for *Personal Injury* and/or *Third Party Property Damage* regardless of fault, provided that this exclusion shall not apply with regard to:
    - i. liabilities which would have been implied by law in the absence of such contract or agreement;
    - ii. terms regarding merchantability, quality, fitness or care of *Your Product* which are implied by law or statute;
6. **damage to Products** – for property damage to any *Products* where such damage is directly caused by a fault or defect in such *Products*; but this exclusion shall be interpreted to apply with respect to damage to that part and only that part of such *Product* which has a fault or defect;

7. **data** – arising out of:
  - a. any access to or disclosure of any person’s or organization’s confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information;
  - b. the communication, display, distribution or publication of data; provided that this Exclusion does not apply to *Personal Injury* arising therefrom;
  - c. the total or partial destruction, distortion, erasure, corruption, alteration, misrepresentation or misappropriation of data;
  - d. error in creating, amending, entering, deleting or using data;
  - e. the total or partial inability 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;
  - f. notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by *You* or others;
8. **defamation** – resulting from statements made at *Your* direction with knowledge that such statements are false;
9. **employers liability** – including:
  - a. *Personal Injury* where any insured or *Employee* is indemnified or entitled to be indemnified under any policy of insurance required to be taken out pursuant to any legislation relating to workers’ compensation, whether or not the insured is a party to such contract of insurance; or
  - b. any scheme created by legislation to provide compensation to persons who sustain *Personal Injury* arising out of or in the course of their employment; or
  - c. any demands or proceedings for *Employment Practices*;
10. **finances and penalties** – fines, penalties, punitive, exemplary or aggravated damages;
11. **information technology hazards** – any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from:
  - a. *Your* internet operations; or
  - b. property damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
    - i. the use of any computer hardware or software;
    - ii. the provision of computer or telecommunication services by *You* or on *Your* behalf; or
    - iii. the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any *Computer Virus*.

However, this Exclusion does not apply to:

  - i. *Personal Injury*, property damage or advertising liability arising out of any material which is already in print by the manufacturer in support of any of its *Products*, including but not limited to *Product* use and safety instructions or warnings, and which is also reproduced on its site; or
  - ii. liability which arises irrespective of the involvement of *Your* internet operations;
12. **liquidated damages** – arising out of liquidated damages clauses, penalty clauses or performance warranties except to the extent that such liability would have attached in the absence of such clauses or warranties;
13. **loss of use** – for loss of use of tangible property, which has not been physically lost, destroyed or damaged, directly arising out of:
  - a. a delay in or lack of performance by *You* or on *Your* behalf of any contract or agreement; or
  - b. failure of any *Products* or work performed by *You* or on *Your* behalf to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by *You*; but this exclusion however, shall not apply to *Your* liability for loss of use of other tangible property resulting from sudden and accidental physical loss, destruction of or damage to any

*Products* or work performed by *You* or on *Your* behalf after such *Products* or work have been put to use by any person or organisation other than *You*;

14. **Pollution**
  - a. for *Personal Injury* and/or property damage directly or indirectly arising out of *Pollution*;
  - b. for any costs and expenses incurred in preventing the *Pollution* of, or, testing and monitoring for, containing, removing, nullifying, or cleaning up of, pollutants or contaminants;
15. **Product guarantee** – for any *Product* warranty or guarantee given by *You* or on *Your* behalf, but this exclusion shall not apply to the requirements of any Commonwealth or State legislation as to *Product* safety and information;
16. **Physical Loss, Destruction or Damage to property owned by You** – for property damage to property owned by *You*;
17. **Product recall** – for damages, costs or expenses arising out of the withdrawal, recall, inspection, repair, reconditioning, modification, re-installation, replacement or loss of use of any *Products* where such *Products* are withdrawn or recalled from the market or from use by any person or organisation because of any known, alleged or suspected defect or deficiency in such *Product*;
18. **vehicles** – the ownership, possession or use by *You* of any vehicle:
  - a. which is registered or which is required under any legislation to be registered; or
  - b. for which compulsory liability insurance or statutory indemnity is required by virtue of legislation (whether or not that insurance is effected),

except where property damage occurs for any vehicle temporarily in *Your* custody or control for the sole purpose of parking.

## Definitions

1. **Breakdown** means the breaking, seizing, deformation or melting of any part of the *Refrigerator* that results in sudden and total loss of operation that requires repair or replacement before the *Refrigerator* can resume normal operation.
2. **Building(s)** means:
  - a. walls, foundations, storage tanks, awnings, exterior lights, masts, antennae and aerials, fixed external signs, walls, gates, fencing, pavements, roads and other structural improvements pertaining to the building(s); or
  - b. sheds with a concrete floor and fixed to foundations at the premises; or
  - c. shipping containers in which the *Stock Your* business distributes is delivered to *Your* premises and from which merchandise is either being loaded into, unloaded from or stored in before dispatch, provided the container doors are secured when unattended with padlocks with a security rating under AS 4145.4 (or any subsequent amendment) of between 7 and 10.
3. **Business Activities** means the principal activities declared when *You* applied to take out this insurance, which were limited to the activities that *You* select.
4. **Computer Virus** means a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.
5. **Contents** means:
  - a. where *You* are a tenant of a leased or rented premises:
    - i. property owner's fixtures and fittings, window blinds and floor coverings for which *You* are liable under the terms of a lease or similar agreement;
    - ii. fixtures and fittings installed by *You* for *Your* use in the business; and
    - iii. installed fixtures and fittings, window blinds, cool rooms, awnings;
  - b. CCTV and other security systems, exterior lights, masts, antennae and aerials, fixed external signs and air conditioning units including external compressors and pipes at *Your Location*;

- c. plant and machinery, communications systems, fixtures and fittings, signs and awnings;
  - d. computers, word processors, printers, scanners and other peripheral equipment and other electronic equipment or *Electronic Data* processing systems;
  - e. digital or analogue telecommunication transmission and receiving equipment, lighting facilities, televisions, audio visual amplification or surveillance equipment and office machines;
  - f. data, media, records, documents, manuscripts, plans, drawings, designs and business books, but only for the value of these materials in their unused or uninstalled state or as blank stationery;
  - g. current patterns, models, moulds, dies and lasts used in the business but limited, unless repaired or replaced, to the value stated in *Your* financial records at the time of damage; or
  - h. works of art, antiques or curios.
6. **Dishonesty** means a false act by an *Employee* that causes a loss to *You*.
  7. **Electronic Data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of such equipment.
  8. **Employee** and **Employees** mean a person employed by *You* on a full time, part-time, fixed term contract or casual basis and includes all persons deemed to be employees by any legislation relating to workers' compensation or any scheme created by legislation to provide compensation to persons who sustain *Personal Injury* arising out of or in the course of their employment.
  9. **Employment Practices** means any employment related act, error, omission or conduct constituting actual, constructive or alleged: wrongful dismissal, discharge or termination of employment; wrongful failure to employ or promote; wrongful deprivation of career opportunity; misleading representation or advertising in respect of employment; wrongful disciplinary action; negligent *Employee* evaluation; wrongful demotion; breach of employment contract; sexual or workplace harassment (including the creation of a workplace environment conducive to such harassment); wrongful discrimination; failure to grant tenure; invasion of privacy or defamation.
  10. **Excess** means the amount *You* must contribute towards the cost of each and every claim *You* make, paid as a deduction to the amount *You* will receive for claims paid.
  11. **Flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of:
    - a. any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or
    - b. any reservoir, canal, or dam.
  12. **Glass** means:
    - a. fixed glass forming part of or fixed to the exterior of the *Building* including glass in fixed signs; and
    - b. fixed internal glass including fixed glass in furniture, counters, shelving and showcases, fixed and hanging mirrors, fixed washbasins, sinks, toilet pans and cisterns, contained within the *Building*.
  13. **Landscaping** means trees, shrubs, plants, lawns, rock work, retaining walls, ornamentation and edging pertaining thereto.
  14. **Limit(s)** means the maximum amount *You* are covered up to for any one loss, and in the aggregate.
  15. **Location** means **Your address** at which and from which *You* operate *Your* business.
  16. **Occurrence** means an event including continuous and repeated exposure to substantially the same general conditions. All events of a series consequent upon or attributable to one source or original cause shall be deemed to be one occurrence.
  17. **Personal Injury** means injury occurring to any natural person causing death, bodily injury, sickness, disease, disability, shock, fright, mental anguish and mental injury.
  18. **Physical Loss, Destruction or Damage** means one incident or all incidents of a series consequent on, or attributable to, one source or original cause that results in distinct, demonstrable, physical alteration of tangible property causing it to become unsatisfactory for, or requiring that repairs be made to make

it suitable for, future use.

19. **Portable Electronic Devices** means a portable lightweight electronic device less than 4 kilograms that is battery-powered and capable of voice or data communications – including but not limited to smartphones, tablets, or laptops.
20. **Product** and **Products** mean anything (after it has ceased to be in *Your* physical possession or under *Your* control) manufactured or deemed to have been manufactured, constructed, grown, extracted, produced, processed, assembled, erected, installed, repaired, serviced, treated, sold, supplied (including services) or distributed by *You* including any container (other than a vehicle) and including any instructions, advice or warnings given or omitted to be given by *You* in connection with such products.
21. **Pollution** means the dispersal, release, seepage, contaminants, migration or escape of pollutants into or upon land, the atmosphere or any watercourse or body of water.
22. **Refrigerator** means a reach-in chiller or freezer with or without dual temperatures or pass thrus used to store and chill food and drink, including standalone, undercounter, worktops, walk in, bar refrigeration, display cases.
23. **Stock** means:
  - a. goods kept in hand by *You* for the purposes of the businesses trade, merchandise or raw materials, including the value of work done, containers and packaging materials;
  - b. customers' goods including goods and/or merchandise and other items held in trust or on commission for which *You* are liable.
24. **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.
25. **Third Party Property Damage** means physical injury to or loss or destruction of tangible property including loss of use of that property.
26. **You** and **Your** mean **Your name** and ABN **Your ABN**, the person(s), corporations and/or other organisation specified in this document who conduct the *Business Activities* at **Your address**.
27. **Wear and Tear** means:
  - a. gradual deterioration, chipping, scratching, marring, developing flaws, normal upkeep or any gradual cause;
  - b. mechanical, hydraulic, electrical breakdown or electronic failure or malfunction;
  - c. wearing or wasting away of material caused by normal operation;
  - d. corrosion, rust, oxidation, actions of any form of fungus mould or spore(s), wet or dry rot, actions of microbiologic organisms, dampness of atmosphere, variation in temperature, evaporation, disease, shrinkage;
  - e. change in colour, flavour, texture or finish;
  - f. inherent vice or latent defect;
  - g. loss of weight or exposure to light;
  - h. slowly developing deformation or distortion.