

Your Summary

Welcome *Your business 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:	Trade Pack
Policy No.:	SAMPLE
Insurer:	Certain underwriters at Lloyd's and issued by Evari Insure Pty Ltd
Insured:	<i>Yourbusiness name</i>
Address:	<i>Youraddress</i>
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 app.evari.insure/dashboard.

What is your business address? *Your* address

Select your state *Your* state

What is your trade? *Your* Trade

Occupation specific questions *Your* answers

How many employees do you have? *Your* number of employees

Claims history *Your* claims history

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.

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 app.evari.insure/dashboard to update any changed details and amend *Your* existing policy, specify *Pause Periods* 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.

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* Evapi account at app.evapi.insure/dashboard or call Evapi 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 app.evapi.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 Evapi 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: ldraustralia@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 be 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. 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 Evapi Insure Pty Ltd.

The Policy is issued by Evapi 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. Evapi 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, *Pause*

Periods, 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 app.evari.insure/login#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.evari.insure/privacy-policy.

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 app.evari.insure/dashboard/covers, Evari will confirm in writing if Evari's underwriters agree to reinstate cover.
7. **Pause Period** - *Your* cover under the Liability Liability section of this policy will not apply for periods where *You* have specified a *Pause Period*.

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**.
9. **payment by 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 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 app.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. *You* fail to pay a monthly instalment by the required date;
 - b. *You* fail to comply with *Your* Duty of Utmost Good Faith;
 - c. *You* fail to comply with *Your* Duty of Disclosure;
 - d. *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. *You* must not make an admission of liability, negotiate a payment or settle a demand or proceedings without underwriters consent.
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. **limitation of liability contracts** - if *You* have agreed not to seek compensation from another person who is liable to compensate *You* for any loss, damage or liability which is covered by this policy we will not cover *You* under this policy for that loss damage or liability.
18. **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.
19. **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

20. **interested parties** - *You* must access *Your* Evari account at app.evारी.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.
21. **break of contract** - *You* must notify Evari immediately of a change in *Business Activities*, 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.evारी.insure/contact.
22. **other alterations** - *You* must notify Evari immediately of any alteration to the risk by either managing *Your* account at app.evारी.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. Unless *You* tell Evari otherwise, *Your* monthly instalment payments will continue from *Your* nominated credit card during the next period of insurance.

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, except as covered under the legal liability section of *Your* policy;
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)* or by faults and defects that ought to be known to *You* or *Your Employee(s)* and not disclosed to Evari 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 Evari of potential, or actual claims as soon as possible - to do so, simply log in to *Your* Evari account at app.evari.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.evari.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* Evari account to monitor the status of *Your* claim at any time.

To help process *Your* claim, Evari 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. Evari 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 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 Evapi'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, Evapi'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 Evapi's underwriters, or by *You* with their written consent, prior to the date of such payment.

Tools of trade

You have selected to be covered for *Tools Of Trade* which *You* own up to *Your selected Limit* in the event of any *Physical Loss, Destruction or Damage* caused by:

1. fire, *Flood*, earthquake, explosion, or collision or overturning of a motor vehicle carrying the *Tools Of Trade*; or
2. as a result of *Burglary* from:
 - a. *Your Securely Locked Vehicle*; or
 - b. *Your home*; or
 - c. another person's home or business premises *You* have authorised,

during the period of insurance.

Tools of Trade can be recorded in the *Evapi Asset Vault* app.evapi.insure/dashboard/asset-register to help speed up the claims process and make sure *You* are properly covered. Where Evapi's underwriters agree to pay following *Physical Loss, Destruction or Damage*, for *You*:

1. **Tools of Trade recorded in the Evapi Asset Vault** - Evapi's underwriters will at their option either pay the cost of repairing the damaged item, or replace, or pay *You* to replace it with an equivalent model of a like kind, capacity, size, quality and function;
2. **Unspecified Tools Of Trade not recorded in the Evapi Asset Vault** - Evapi's underwriters at their option will pay for the cost of repairing, rebuilding or replacing; if Evapi's underwriters:
 - a. replace the item(s), it will be with a similar model of a like kind, capacity, size, quality and function up to a *Limit* of **\$1,000** per item and **\$5,000** per loss;
 - b. pay *You* the cost to replace the item less an allowance for depreciation - depreciation based on the age of the item will be applied, and reduce the payment to *You*, and notwithstanding improvements in technology or functionality, the replacement cost will be reduced at the rate of 20% per annum for each year from the date of manufacture of the item subject to a maximum reduction of 80% of the replacement cost.

Where Evapi's underwriters agree to pay for the cost of repairing the damaged *Tools Of Trade*, or to replace the items, the following will not be included in the repair costs,

1. the cost to repair or replacement of expendable items and consumables other than expendable items and consumables which are necessary for the repair;
2. the cost of alterations, improvements or overhauls unless it is required for the repair or replacement.

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

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

1. *Wear and Tear*;
2. breakdown of machinery;
3. malicious damage, a deliberate act, neglect or omission;
4. maintenance, such as the tightening of loose parts, recalibration or adjustments;
5. operating outside of manufacturer's specifications, or during the course of installation, erection, relocation, maintenance, inspection, repair, alteration, modification or overhaul;
6. a deliberate act, neglect or omission on *Your* part;
7. instances where the manufacturer or supplier or other parties are responsible under a maintenance or warranty agreement;
8. vermin, animals or insects;
9. faults or defects known to *You* or any *Employee* whose knowledge in law would be deemed to be *Your* knowledge and not disclosed to Evapi at the time this insurance was arranged, extended, varied or renewed;
10. an electrical device (including wiring) caused by a surge in electrical current;
11. any unexplained inventory shortage or disappearance resulting from clerical or accounting errors, or shortage in the supply or delivery of materials or goods;
12. 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;
13. discolouration and chipping, where the property is still useable.

Tax audit

You have selected to be covered for *Professional Fees* associated with a tax audit up to **Your selected Excess**. In the event *You* are subject to a tax audit by the Australian Taxation Office, or by a Commonwealth, State or Territory department, body or agency, Evapi's underwriters will reimburse the costs of any *Professional Fees* incurred by *You* with Evapi's underwriters consent in connection with the tax audit providing the tax audit is notified to Evapi during the period of insurance.

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

You are not covered where the tax audit relates to:

1. **routine inquiries**;
2. **known audit** - a matter where *You* or *Your* tax agent received verbal or written information before the **Your policy start date** indicating the audit was to occur;
3. **refusal of request** - improper, unwarranted or unjustified refusal or failure to comply with any lawful request made by the authority;
4. **Professional Fees** - any *Professional Fees* incurred after the tax audit has been completed;
5. **preparation of return** - a tax return that was not prepared by a tax agent;
6. **fraud** - fraud, representations, errors in information and improper conduct occurring;
7. **delay** - to,
 - a. lodge a tax return within the time limit prescribed by law or within the extended time

- granted by the authority;
 - b. pay all taxes owing by the due date, or within any extension of time granted by the authority;
 - c. respond to the authority within the time it has specified for a response;
8. **finer** - the imposition of or the seeking to impose any tax, penalty tax, costs, interest, fine or penalty by any authority, court or tribunal.

Legal Liability

You have selected to be covered, other than during a specified *Pause Period*, 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 happened during the period of insurance and is 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 Evapi's underwriters agree to indemnify You for amounts You may become legally liable to pay as compensation, Evapi's underwriters will pay the legal costs they incur to defend or settle the claim and if Evapi's underwriters provide prior written consent to You to defend or settle a claim, You are also covered for the reasonable legal costs You incur;
2. **First Aid Costs** - Evapi's underwriters will pay any expenses incurred by You for first aid to others at the time of an *Occurrence* which gives rise to Your legal liability;
3. **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;
4. **Loading and unloading of registered vehicles** - Evapi's underwriters will pay for any loss or damage to the property of a third party arising out of, or during, loading and unloading to or from any vehicle in the course of the *Your Business Activities*;
5. **Employers liability, loss of consortium** - Evapi's underwriters will pay for amounts You become liable to pay for loss and damage suffered by the spouse or family member of any of *Your Employees*' injured or killed as a result of Your negligence, wrongful or intentional acts where the liability is caused by the death or injury of the *Employee* and the liability is not insured or required to be insured by a *Workers Compensation Insurer*;
6. **Worker to Worker** - Evapi's underwriters will cover You for Your liability for demands, claims, recoveries or proceedings of *Workers Compensation Insurers* in respect of amounts paid or payable to *Your Employees* who suffer *Personal Injury* as a result of an *Occurrence*;
7. **Victorian Plumbers** - with the exception of Type B Gasfitting *Business Activities*, where You are licensed by the Victorian Building Authority (VBA) as a plumbing practitioner, and perform plumbing as part of *Your Business Activities* in the state of Victoria, Evapi's underwriters will cover You for liability arising from plumbing *Business Activities* performed up to **\$100,000** each

Occurrence as a result of:

- a. *Personal Injury* to a third party, or loss or damage to the property of a third party (other than property that was part of the *Your Business Activities*):
 - i. following the issuance of a compliance certificate for the *Business Activities* performed by *You*; or
 - ii. if no compliance certificate is issued, after *You* ceased carrying out the *Business Activities*;
 - b. consequential loss following *You*:
 - i. dying or becoming permanently incapacitated;
 - ii. disappearing;
 - iii. becoming insolvent;
 - iv. having *Your* licensing in accordance with the Building Act 1993 cancelled or suspended;
 - v. being terminated as a result of *Your* wrongful failure, or *Your* refusal to complete *Your Business Activities*;
 - c. rectifying any plumbing work because of defects in *Your Business Activities*, including:
 - i. the loss of any deposit or progress payment (or any part of any deposit or progress payment); and
 - ii. the cost of alternative accommodation, removal and storage costs that are reasonably and necessarily incurred;
 - d. *You* contravening the Competition and Consumer Act 2010 (Cth) and the Fair Trading Act 1999 (VIC), other than any fine or penalty imposed by such contravention;
8. **Queensland Electricians** - where *You* are licensed by the Electrical Safety Office of Queensland and *You* perform domestic electrical services as part of *Your Business Activities* in the state of Queensland, Evari's underwriters will cover *You* up to **\$50,000** for each *Occurrence* for liability arising from *Your Business Activities* performed as a result of:
- a. rectifying any electrical work because of defects in *Your Business Activities*, including:
 - i. the loss of any deposit or progress payment (or any part of any deposit or progress payment); and
 - ii. the cost of alternative accommodation, removal and storage costs that are reasonably and necessarily incurred;
 - b. *You* contravening the Competition and Consumer Act 2010 (Cth) and the Fair Trading Act 1989 (QLD), other than any fine or penalty imposed by such contravention;
 - c. testing of *Your own Business Activities*, and the work of others;
 - d. incorrect advice or faulty design work *You* performed where *You* did not charge a specific fee for such advice or design work;
 - e. being terminated as a result of *Your* wrongful failure, or *Your* refusal to complete *Your Business Activities*;
9. **Northern Territory and Queensland worker extension** - Evari's underwriters will pay for amounts *You* become liable for following *Personal Injury* to any person *You* engage under a contract of service or apprenticeship that is not a "Worker" as defined in the Work Health Act 1986 (NT), or the Workcover Queensland Act 1996 (Qld);
10. **West Australian worker extension** - Evari's underwriters will pay for amounts *You* become liable for following *Personal Injury* to any person who is deemed to be employed by *You* under section 175 of the Workers' Compensation and Rehabilitation Act 1981(WA), or deemed a "Worker" pursuant to any other section of the Act, other than those persons engaged under a contract of service or apprenticeship with *You*.

Subject to the following conditions:

1. an *Excess* of **Your selected Excess** for each and every *Occurrence* giving rise to a claim, except worker to worker losses where the *Excess* is **\$25,000**;
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, caused by, 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 of those acts or omissions;
 - b. breach of contract, other than misappropriation of advertising ideas under an implied contract;
 - c. incorrect description of the price of *Products*, goods or services;
 - d. 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;
 - e. 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* installed, repaired or supplied;
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 liability 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 site*;

- 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; or
 - b. assume 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. **demolition** - arising directly or indirectly out of or in any way connected with the demolition of any *Building* or structure by *You* or on *Your* behalf where the *Building* or structure exceeds 3.5 metres in height;
10. **employers liability** - except where specifically extended, 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 liability, demands or proceedings for *Employment Practices*;
11. **Faulty Materials and Workmanship** - for the cost of performing, completing, correcting or improving any work undertaken by *You* and the cost of repairing, replacing or rectifying defect or faults in *Your Products* except where specifically noted;
12. **finances and penalties** - fines, penalties, punitive, exemplary or aggravated damages;

13. **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;
14. **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*;
15. **molestation** - the molestation of, the interference with, the mental abuse or the physical abuse of any person by *You* or an *Employee*;
16. **Physical Loss, Destruction or Damage to property owned by You** - for property damage to property owned by *You*;
17. **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;
18. **Product guarantee** - for any *Product* warranty or guarantee given by *You* or on *Your* behalf, but this exclusion shall not apply to any warranty or guarantee imposed on *You* by Commonwealth or State legislation governing *Product* safety and information;
19. **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*;
20. **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.
21. **weakening of support** - arising directly or indirectly out of or in any way connected with vibration, underpinning, dewatering or removal or weakening of and/or interference with support to land, *Buildings* or any other property;
22. **tree felling** - arising directly or indirectly out of or in any way connected with tree felling, or lopping by *You* or on *Your* behalf where the tree exceeds 3.5 metres in height;
23. **welding and allied processes** - arising directly or indirectly out of or in any way connected with, *You* or other persons working on *Your* behalf not having complied with the Australian Standard 1674.1-1997 "Safety in welding and allied processes - Fire precautions" as set out in the Standard or as amended when involved in welding, thermal or oxygen cutting or heating or other related heat producing or spark producing operations;

24. **excavation and underground** - any underground works including digging, excavating, piling, trenching beyond 3.5 metres in depth, and any underground works where *You* and *Your Employees* failed to comply with the relevant regulations and Australian Standards in carrying out this work, including making all searches of underground services before undertaking any underground works.

Definitions

1. **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.
2. **Business Activities** means the principal activities declared when *You* applied to take out this insurance, which were limited to the activities of *Your selected occupation*.
3. **Burglary** means physical stealing consequent upon actual forcible and violent entry into a locked *Building* on a premises or *Securely Locked Vehicle*.
4. **Employee and Employees** mean a person employed by *You* on a full time, part time, fixed term contract or casual basis under a contract of service, or who is pursuant to any statute relating to workers' compensation deemed to be *Your* employee.
5. **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, breach of privacy obligations or defamation.
6. **Evari Asset Vault** means the repository in *Your* Evari policy dashboard where *You* can record and maintain details of *Your Tools Of Trade*.
7. **Excess** means is the amount *You* must contribute towards the cost of any claim *You* make, paid as a deduction to the amount *You* will received for claims paid.
8. **Faulty Materials and Workmanship** means an error or omission in design, plan or specification or failure during testing and faulty workmanship and faulty materials.
9. **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.
10. **Limit(s)** means the maximum amount *You* are covered up to for any one loss, and in the aggregate.
11. **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.

12. **Pause Period(s)** means the period(s) of time between dates, which *You* have specified, where *Your* cover for Legal Liability shall temporarily not apply. For the avoidance of doubt, *You* are not entitled to make a claim for an event which occurs during the *Pause Period*. *You* can schedule *Pause Periods* in advance, alter or cancel them through the Evari Dashboard.
13. **Personal Injury** means injury occurring to any natural person causing death, bodily injury, sickness, disease, disability, shock, fright, mental anguish and mental injury.
14. **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 future use or requiring that repairs be made to make it suitable for use.
15. **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.
16. **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*.
17. **Professional Fees** means accountant, registered tax agent, lawyer, or investigator fees and costs reasonably and necessarily incurred by *You* to prepare for the tax audit. Other amounts paid to other professional persons, consultants, and *Your Employees'* salaries are not covered unless expressly agreed in writing by Evari's underwriters.
18. **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.
19. **Securely Locked Vehicle** means a registered vehicle and any components it may be towing, where all external entries to the vehicle's cabin and storage areas are locked, alarmed and/or sealed from unauthorised access.
20. **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.
21. **Third Party Property Damage** means physical injury to or loss or destruction of tangible property including physical loss of use of that property.
22. **Tools Of Trade** means instruments, tools, plant and equipment except *Portable Electronic Devices* that *You* use for *Your* trade or profession, and materials relating to *Your Business Activities* which *You* own or for which *You* are legally responsible.
23. **Wear and Tear** means corrosion, erosion, wasting, wearing away, abrasion or other gradual deterioration including that caused by atmospheric conditions and includes the cost of maintenance, normal upkeep and routine making good.
24. **Workers Compensation Insurer** means each insurer, statutory authority, statutory fund, government body or statutory scheme that insures *You* for legal liability to pay compensation for personal injury suffered by *Employees* and/or insures *You* for *Your* liability under any legislation relating to compensation for injury to workers or *Employees*.
25. **You** and **Your** mean *Your business name*, the person(s), corporations and/or other organisations specified in this document who conduct the *Business Activities*.