

## PET BUSINESS COMMERCIAL PROTECTION PLAN

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## About us

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This insurance is underwritten by Certain Underwriters at Lloyd's, the Insurers, and managed by LRMS Insurance Services Limited. Registered in England No 3438163, the Coverholder, in accordance with the authorisation granted under contract.

Special provisions in the Insurance Act 1973 allow the Insurers to underwrite insurance business in Australia. Lloyd's has strong financial security characteristics which **you** can check on the Standards & Poor's Financial Services LLC website: <https://www.standardandpoors.com>.

Where there is more than one insurer subscribing to this **policy** the liability of an insurer under this contract is several and not joint with other insurers party to this **policy**. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this **policy**.

## Our agreement

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Subject to payment of the premium or as agreed in writing, **we** agree to provide cover in accordance with and subject to the terms and conditions of this policy.

Prior to commencement of this policy, **we** received information on **your** behalf by way of a **proposal** or declaration or in other ways. **We** have relied on such information to decide whether to enter into this contract and on what terms. By accepting this policy, **you** accept and agree that all statements, particulars and documents referred to or contained within the proposal or declaration provided to **us** are accurate and true. Should it be discovered that any of the information provided was inaccurate or untrue or where **you** have failed to comply with the terms and conditions of this policy, cover may be withdrawn, cancelled or the policy may be declared void.

The insurance cover is in force during the **period of insurance** as shown in the **Schedule**.

**We** will not pay more than the limit of indemnity or the sum insured or sub-limits of indemnity shown in the **Schedule** or section of this **policy**.

**We** will not pay the **excess** shown in the Schedule.

## Understanding your policy

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This **policy** is designed to provide **you** with insurance cover for general and specific liabilities that could impact **your business**. **You** can identify the cover **you** have purchased by looking at the **Schedule**.

This **policy** is a contract of insurance between **you**, the Insured, and **us**, the Insurers and contains all the details of the cover that **we** provide. This **policy** is made up of:

- this wording document which states what is covered, sets out the claims procedure, exclusions and other terms and conditions of cover;
- the proposal, which is the information **you** provide to **us** when applying for insurance cover;
- the **Schedule** issued by **us** which includes any changes, exclusions, terms and conditions made to suit the individual circumstances and may amend the policy; and
- any other written change otherwise advised by us in writing, eg and endorsement which change, vary or modify the above documents.

Please read the **policy** documentation in full. It is important that:

- **you** check the sections **you** have requested are included in the **Schedule**;
- **you** check that the information **you** have given **us** is accurate;
- **you** understand what each section covers and does not cover;
- **you** understand **your** duties under the **policy** as a whole.

**You** should contact **your** broker immediately if this **policy** is not correct, if **you** have any questions relating to this insurance or there is a change in risk which might affect this insurance. **You** should keep the **policy** in a safe place.

The headings used in this **policy** are for reference and identification purposes only. Words and phrases in bold have been given specific meanings and can be found in the [General Definitions](#) section of this **policy** and in the section specific definitions.

## Your duty of disclosure

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

**You** have this duty until **we** agree to insure **you**. **You** have the same duty before **you** renew, extend, vary or reinstate an insurance contract.

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

- reduces the risk we insure **you** for; or
- is common knowledge; or
- **we** know or should know as an insurer; or
- **we** waive **your** duty to tell us about.

### If you do not tell us something

If **you** do not tell **us** anything **you** are required to, **we** may cancel **your** contract or reduce the amount **we** will pay **you** if you make a claim, or both.

If **your** failure to tell us is fraudulent, **we** may refuse to pay a claim and treat the contract as if it never existed.

## How to make a claim

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If **you** need to make a claim under this **policy**, please telephone **nominee** stated in the **Schedule** as soon as reasonably practicable or at the latest within 21 days of receipt of any claim made against **you**, or awareness of any event which may give rise to a claim covered under this **policy**. The **nominee** will advise **you** of the next steps to take to progress **your** claim. It will help **us** if **you** have details of **your policy** available when telephoning.

NOTE: please refer to the [Claims Conditions](#) and section specific claims conditions which set out **your** obligations under this **policy** when making a claim.

## Payment of premium

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**You** agree to pay the premium in full to **us** prior to inception of this **policy** (or, in respect of instalment premiums, when due).

If the premium due under this **policy** has not been paid to **us** prior to inception of this **policy** (and, in respect of instalment premiums, by the date they are due) **we** shall have the right to cancel this **policy** by notifying **you** in writing. In the event of cancellation, the premium is due to **us** on a pro rata basis for the period that **we** are on risk but the full **policy** premium will be payable to **us** if there is a loss or a notification of a claim which gives rise to a claim under this **policy** prior to the date of termination.

**We** will give **you** not less than 14 days' prior notice of cancellation. If the premium due is paid in full to **us** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the **policy** will automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

## Renewal of insurance

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When **your policy** is due for renewal, **we** will write to **you** at least 21 days before the **period of insurance** ends with full details of **your** next year's premium and **policy** terms and conditions

Occasionally, **we** may not be able to offer to renew **your policy**. If this happens, **we** will write to **you** at least 21 days before the expiry of **your policy** to allow enough time for **you** to make alternative insurance arrangements.

## Personal information

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This insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (*individual insureds*). Pet Business Insurance collects and uses relevant information about individual insureds to provide **you** with this insurance cover and to meet our legal obligations.

This information includes individual insureds' details such as their name and address and may include more sensitive details such as information about their health and criminal convictions. If we need any sensitive details from **you** or any individual insureds we will ask for consent first.

Pet Business Insurance will process individual insureds' details, as well as any other personal information **you** provide in respect of this insurance cover, in accordance with our full privacy notice, copies of which are available online at <https://www.petbusinessinsurance.co.uk/resources/privacy-policy/> or on request from:

Privacy Officer  
Pet Business Insurance  
c/o Alliance Insurance Broking Services  
119 Salmon Street, Port Melbourne VIC 3207  
T: (03) 9647 0600  
F: (03) 9645 4765  
E: [smaxwell@allianceinsurance.com.au](mailto:smaxwell@allianceinsurance.com.au)

### Information notices

To enable Pet Business Insurance to use individual insureds' details in accordance with current data protection laws, **you** have provided those individuals with certain information about how Pet Business Insurance will use their details in connection with this insurance cover.

**You** have agreed to provide to each individual insured our *Short Form Information Notice* set out below on or before the date that the individual becomes an individual insured under this insurance cover or, if

earlier, the date that **you** first provided information about the individual to us. We will assume that **you** have provided this notice to each individual insured unless **you** tell us otherwise.

### Minimisation and notification

Pet Business Insurance are committed to using only the personal information we need to provide **you** with this insurance cover. To help us achieve this, **you** should only provide to us information about individual insureds that we ask for from time to time.

**You** must promptly notify Pet Business Insurance if an individual insured contacts **you** about how we use their personal details in relation to this insurance cover so that we can deal with their queries.

## How to make a complaint

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Any enquiry or complaint relating to this insurance should be referred to **us** at

Pet Business Insurance  
c/o Alliance Insurance Broking Services  
119 Salmon Street, Port Melbourne VIC 3207

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 write to:

Lloyd's Underwriters' General Representative in Australia  
Lloyd's Australia Limited  
Level 9  
1 O'Connell Street  
Sydney NSW 2000  
Telephone Number: (0)2 8298 0783  
Facsimile Number: (0)2 8298 0788  
Email: idraustralia@lloyds.com

If your dispute remains unresolved you may be referred to the Australian Financial Complaints Authority (AFCA). AFCA can be contacted at [www.afca.org.au](http://www.afca.org.au) ; 1800 931 678; [info@afca.org.au](mailto:info@afca.org.au) or GPO Box 3 Melbourne Vic 3001.. For other disputes you will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above.

## Disputes clause and procedure

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This insurance does not comply with the Insurance Council of Australia's General Insurance Code of Practice.

**We** agree that:

- i) In the event of a dispute arising under this insurance, **we** at **your** request will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
- ii) Any summons notice or process to be served upon **us** may be served upon:

Lloyd's Underwriters' General Representative in Australia  
Lloyd's Australia Limited  
Level 9  
1 O'Connell Street

Sydney NSW 2000  
Telephone Number: (0)2 8298 0700  
Facsimile Number: (0)2 8298 0788

who has authority to accept service and to enter an appearance on **our** behalf, and who is directed at **your** request to give a written undertaking to **you** that he will enter an appearance on **our** behalf.

- iii) If a suit is instituted against any one of the Underwriters, all Underwriters will abide by the final decision of such Court or any competent Appellate Court.

The amount of Premium specified herein is the amount due to **us** and any commission allowed by **us** is to be regarded as remuneration of the Broker/Coverholder placing this insurance.

In the event that a dispute arises between **you** and **us** out of or otherwise in relation to this agreement, then:

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

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

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

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

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

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

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

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

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

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

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

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

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

Any summons, notice or process to be served upon **us** may be served upon the address stated in (ii) above who has authority to accept service and to appear on **our** behalf.

If proceedings are instituted against any one of **us**, if applicable then all underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

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

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

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

## Interpretation

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In this **policy**:

1. reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this **policy**;
2. if any term, condition, exclusion or **endorsement** or part is found to be invalid or unenforceable the remainder shall be in full force and effect;
3. headings are for reference only and shall not be considered when determining the meaning of this **policy**.

## General Conditions

These conditions apply to all sections of **your policy**.

<b>Assignment</b>	Any assignment of interest under this <b>policy</b> will not bind <b>us</b> unless <b>we</b> have consented in writing.
<b>Audit of records</b>	<b>We</b> , or <b>our</b> representatives, have the right to inspect or review all of the records relating to this insurance at any reasonable time while the <b>policy</b> is in force or within 2 years after its termination. <b>You</b> will make all necessary records available to <b>us</b> at <b>our</b> request. If the final settlement of any claims liability under the <b>policy</b> extends for more than 2 years after its termination then <b>our</b> right to audit shall extend until final settlement of any outstanding claims.
<b>Breach of terms and conditions</b>	If <b>you</b> breach of any of the terms, conditions or provisions of this <b>policy</b> (including any claims conditions), <b>we</b> may decline to pay a claim, to the extent permitted by law.
<b>Burden of proof</b>	In the event of a claim, the burden of proof shall be on <b>you</b> .
<b>Cancellation – our rights</b>	<p>If <b>we</b> are required to cancel this <b>policy</b> <b>we</b> will give you 14 days' notice in writing by registered post to <b>you</b> at <b>your</b> last known address. In this case <b>you</b> will be entitled to a proportionate return of premium for the unexpired term of the <b>policy</b>.</p> <p>Examples of reasons <b>we</b> may cancel <b>your policy</b>:</p> <ul style="list-style-type: none"><li>• <b>you</b> breached <b>your</b> disclosure obligations;</li><li>• <b>you</b> misrepresented the facts to <b>us</b>;</li><li>• <b>you</b> do not do what the policy requires <b>you</b> to do.</li></ul>
<b>Cessation or discontinuation of trading</b>	If after the start of the <b>period of insurance</b> the <b>business</b> is wound up or carried on by a liquidator or receiver or permanently discontinued <b>we</b> will not cover <b>you</b> from the date of such change or alteration.
<b>Changes in risk</b>	<p><b>You</b> will give notice to <b>us</b> of any alteration or circumstance which substantially affects the risks insured under this <b>policy</b>. Until <b>we</b> are advised of such alteration or circumstance and have expressly agreed in writing to accept liability by way of an <b>endorsement</b> and <b>you</b> have paid the additional <b>premium</b> <b>we</b> will not be liable in respect of any claim(s) caused by or arising from such alteration or circumstance.</p> <p>Examples where <b>we</b> would need <b>you</b> to notify <b>us</b> of a change:</p> <ul style="list-style-type: none"><li>• if any sums insured <b>you</b> have declared to <b>us</b> have increased or decreased;</li><li>• there is a change to <b>your business</b> activities;</li><li>• <b>you</b> move <b>premises</b> or make alterations to the <b>premises you</b> occupy;</li><li>• the security protections <b>you</b> have declared to <b>us</b> change.</li></ul>
<b>Conflict of statutes or laws</b>	In the event that any provision of this <b>policy</b> is found to be invalid or unenforceable, the other provisions of this <b>policy</b> and the remainder



of the provision in question shall not be affected and shall remain in full force and effect.

#### Cross liabilities

Each person or party specified as the insured in the **Schedule** is separately insured in respect of claims made against any of them by any other such person or party subject to **our** total liability not exceeding the stated **limits of indemnity**.

#### Maintenance and reasonable precautions

Unless otherwise agreed by **us**, **you** will at **your** own expense:

- a) take all reasonable precautions to prevent or reduce **damage**;
- b) cease any activity which may give rise to liability under this **policy**;
- c) maintain the **property insured**, furnishings, ways, works machinery, caravans and vehicles in sound condition;
- d) exercise care in the selection and supervision of **employees**;
- e) remedy any defect or danger as soon as reasonably practicable after discovery and in the meantime take additional precautions as the circumstances may require; and
- f) comply with all statutory requirements and other safety regulations imposed by any authority.

#### Multiple insureds

Where more than one entity is designated as an insured, the first named insured will act on **your** behalf and other parties covered under this **policy** with respect to the giving and receiving of any notices from **us** including any notice of cancellation. The payment to the first named insured of any return **premium** that may be payable under this **policy** will satisfy **our** obligations to return **premium** to any other party covered by this insurance.

#### Other insurance

If a loss covered by this **policy** is also covered by other insurance, **we** will pay only the rateable proportion of the loss that the **limit of indemnity** that applies under this **policy** bears to the total amount of insurance covering the loss.

#### Records

**We** may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

#### Sanctions

**We** shall not provide cover nor be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of a claim or provision of any benefit would expose **us** or any member of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

#### Tax

There may be circumstances where taxes may be due that are not paid via **us**. If this occurs then it is **your** responsibility to ensure that these are paid direct to the appropriate authority.

#### Third party rights

This **policy** is solely between **you** and **us** and in no instance shall any other third party have any rights under this **policy**.

## General Exclusions

These exclusions apply to all sections of **your policy**. **We** will not pay for any claims, directly or indirectly, caused by, arising from or contributed by:

<b>Asbestos contamination</b>	any loss, cost, expense or liability for <b>bodily Injury</b> loss or <b>damage</b> directly or indirectly arising out of or resulting from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss;
<b>Confiscation and nationalisation</b>	confiscation nationalisation or requisition by order of any government public municipal local or customs authority;
<b>Contractual liability</b>	any contractual liability which attaches by virtue of a contract or agreement unless such liability which would have attached in the absence of such contract or agreement;
<b>Cyber</b>	<p>digital or cyber risks, that is:</p> <p>a) any loss caused by or contributed to, by, or arising from or occasioned by or resulting from:</p> <ul style="list-style-type: none"> <li>i) the alteration, modification, distortion, corruption of or <b>damage</b> to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part of it whether tangible or intangible (including but without limitation any information or programs or software); or</li> <li>ii) any alteration, modification, distortion, erasure or corruption of data processed by any computer or other equipment or component or system or item;</li> </ul> <p>whether <b>your</b> property or not, where the loss is caused by a <b>virus or similar mechanism, phishing or hacking or denial of service attack</b>; or</p> <p>b) any legal liability or financial loss or expense, including but not limited to consequential loss, caused by or contributed to, by, or arising from or occasioned by or resulting from a <b>virus or similar mechanism, phishing or hacking or denial of service attack</b>;</p>
<b>Date recognition</b>	<p>a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time; whether on or before or after such change of year, date or time;</p> <p>b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;</p>

- c) any non-use or unavailability for use of any **property** or equipment of any kind whatsoever resulting from any act, failure to act or decision of **yours** or of any third party related to any such change of year, date or time;

But **we** will cover later **damage** resulting from an insured cover, providing **damage** is covered elsewhere in the **policy**;

#### Deliberate acts

deliberate, conscious or intentional disregard of **your** obligation to take all reasonable steps to prevent **bodily injury** or loss of or **damage** to **property**;

#### Excess

the **excess** amount stated in the **Schedule**;

#### Fines / penalties / punitive damages

any liability for fines, penalties, punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;

#### Radioactive and other contamination

Any:

1. **damage** to any **property** whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss;
2. legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof;
  - c) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter;
  - d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes;
  - e) any chemical, biological, biochemical or electromagnetic weapon

#### Pollution or contamination

caused by or arising out of **pollution or contamination**;

But **we** will compensate **you** under [Section 1 - Public Liability and Products Liability](#) of this **policy** against liability in respect of accidental **bodily injury** or accidental loss of or **damage** to **property** caused solely by **pollution or contamination** which results from a sudden, identifiable, unintended and unexpected incident and such incident takes place in its entirety at a specific and identified time and place during the **period of insurance** provided that:

- i) all **pollution or contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place;

- ii) **we** shall not compensate **you** against liability in respect of **pollution or contamination** happening anywhere in the United States of America or Canada; and
- iii) nothing in these provisos shall increase **our** liability to pay damages costs fees and expenses in excess of the **limit of indemnity** in the **Schedule** in the aggregate in respect of any one **period of insurance**;

#### Sonic bangs

**damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

#### Terrorism

any **damage** to any **property** whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss directly or indirectly caused by or contributed to by or arising from any act including but not limited to the use of force or violence and or the threat thereof of any person or groups 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 including any **damage**, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing any act of **terrorism** regardless of any cause or event contributing concurrently or in any other sequence to such act of **terrorism**.

In any action suit or other proceedings where **we** allege that any **damage**, cost or expense is not covered the burden of proof that such **damage**, cost or expense is covered shall be upon **you**.

In the event that any part of this exclusion is found to be invalid or unenforceable the remainder will remain in full force and effect;

#### USA & Canada

any claim brought (or the enforcement of any judgment or award entered against **you**) in the courts of the United States of America or Canada or their dominions or protectorates or territories in which it is contended that the laws of the United States of America or Canada should apply;

#### War and riot

any loss whatsoever or any consequential loss directly or indirectly occasioned by or occurring through or in consequence of riot, civil commotion, war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation, requisition, seizure or destruction by government or public authority.

## Claims Conditions

You must tell our nominee in writing as soon as possible and in any event within 21 days about any claim against you irrespective of your views as to the validity of that claim. If you do not comply with this condition, we have the right to refuse to pay the claim.

### Claims co-operation

**You** must provide **us** with **your** full assistance and co-operation as required in connection with any claim.

### Claims procedure

If **you** need to make a claim, or when **you** become aware of an event that may lead to a claim under this **policy**, **you** must:

- a) notify the **nominee** stated in the **Schedule** as soon as reasonably practicable giving full details of what has happened and in any event within 21 days unless stated otherwise elsewhere in the **policy**;
- b) provide **us** with any other information **we** may require;
- c) not throw away any damaged items before **we** have had a chance to see them, or carry out any non-emergency repairs before **we** have had a chance to inspect them;
- d) forward to **us** as soon as reasonably practicable, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive without being answered;
- e) inform the police as soon as reasonably practicable following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property;
- f) not admit liability or offer or agree to settle any claim without **our** prior written consent;
- g) take, or allow others to take, practical steps to prevent further **damage** or **bodily injury**, recover property lost and otherwise minimise the claim.

**You** must comply with the conditions above. If **you** fail to do so, **we** may not pay **your** claim, or any payment could be reduced.

### Claims settlement

In the event of a recoverable claim, **we** will have the option of settling by payment, repair, reinstatement or replacement of the lost or damaged goods.

If **you** are liable for Goods and Services Tax (GST) in respect of any goods, services or other supply which are the subject of a claim under this **policy**, **we** will pay **you** for that GST liability. However:

- a) where **we** make a payment under this **policy** for the acquisition of goods, services or other supply **we** will reduce the amount of the payment by the amount of any input tax credit **you** are or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition whether or not the acquisition is actually made.
- b) where **we** make a payment under this **policy** as compensation for the acquisition of goods, services or other supply **we** will reduce the amount of the payment by the amount of any input tax credit

**you** would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or supply.

#### Discharge of liability

Where in **our** opinion, the **limit of indemnity** or the **sum insured** of any claim may exceed the available **limit of indemnity** or **sum insured we** will be entitled at **our** discretion, to discharge **our** liability by paying the available **limit of indemnity** or **sum insured** to **you** or on **your** behalf and pay defence costs up to the date of that payment. In this situation, if at the time of payment **we** are conducting the defence of the claim, **we** will also relinquish that conduct.

#### Excess

Where stated in the **Schedule you** will be responsible for paying an **excess** in relation to each claim made by **you** under this **policy**.

#### Fraudulent claims

If **you** make a fraudulent claim under this **policy**, **we** will not be liable to pay the claim and may recover from **you** any sums paid by **us** in respect of the claim.

#### Legal defence

**We** shall be entitled to take over and conduct the defence or settlement of any claim or prosecute any claim in **your** name.

#### Reporting to the Health & Safety Authority

For any **occurrence** or accident and dangerous occurrence which requires notification to the Health & Safety Authority **you** and any person acting on **your** behalf must:

- a) not admit responsibility, liability, make an offer or promise, nor offer payment or indemnity without **our** written consent;
- b) not incur any expense without **our** consent;
- c) give all such information, assistance and forward all documents to enable **us** to investigate, settle or resist any claim as **we** may require;
- d) provide such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected with the claim
- e) not destroy evidence or supporting information or documentation without **our** prior consent; nor destroy any plant or **other property** relating to an occurrence, loss or suit that may give rise to a claim under this **policy**.

#### Subrogation

- a) Where **we** have paid a claim under this **policy we** will be entitled to any rights **you** have against any party in relation to the claim to the extent of **our** payment.
- b) **You** must assist **us** and provide information as **we** may reasonably require to exercise **our** rights of subrogation, including bringing any action or suit in **your** name. This may include providing and signing statements and other documents and the giving of evidence.
- c) Any recovery received shall be applied first against any claim or costs insofar as it exceeds the **limit of indemnity**, then against any payment made by **us**, and finally against the **excess**.
- d) **We** will not subrogate against any current or former principal, partner, member, director or **employee** under this **policy** unless that person is found to have committed a criminal, fraudulent,

malicious or dishonest act or omission.

## General Definitions

For the purposes of this **policy** the following words have special meaning and apply to all sections of the **policy**:

Word	Specific meaning
<b>Animal</b>	Vertebrates and invertebrates, declared by <b>you</b> and accepted by <b>us</b> , excluding: <ol style="list-style-type: none"> <li>any of the above which are included on a list or Schedule of banned or prohibited species under relevant legislation in the <b>territorial limits</b>;</li> <li>humans.</li> </ol>
<b>Bodily injury</b>	<ol style="list-style-type: none"> <li>Death, injury, illness or disease;</li> <li>mental injury, anguish or nervous shock sustained by any person as a result of actual or threat of injury, death, illness or disease;</li> <li>false arrest, false imprisonment or detention and false eviction of any person, malicious prosecution or invasion of the right of privacy.</li> </ol>
<b>Business</b>	The <b>business</b> described in the <b>Schedule</b> carried on in the <b>territorial limits</b> including the following activities: <ol style="list-style-type: none"> <li>ownership, use, repair, maintenance and decoration of <b>premises</b> occupied by <b>you</b>;</li> <li>the provision of first aid but <b>we</b> will not cover any first aid provided by any qualified medical practitioner or nurse;</li> <li>private work undertaken for <b>you</b> by any <b>employee</b> or for any director or <b>employee</b> with <b>your</b> prior consent;</li> <li>the provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any <b>employee</b> and first aid, fire, security and ambulance services;</li> <li>the sale or supply of food and drink to <b>employees</b> or visitors.</li> </ol>
<b>Business hours</b>	The period during which the <b>premises</b> are actually occupied by <b>you</b> and/or <b>your employees</b> for <b>business</b> purposes.
<b>Damage / damaged</b>	Physical loss or destruction or damage.
<b>Denial of service attack</b>	Any actions or instructions constructed or generated with the ability to <b>damage</b> , interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. <b>Denial of service attacks</b> include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.
<b>Employee(s)</b>	Any person who is: <ol style="list-style-type: none"> <li>employed under a contract of service or apprenticeship with <b>you</b>;</li> </ol>

	<ul style="list-style-type: none"> <li>b) any labour master or person supplied by him;</li> <li>c) self-employed and working for <b>you</b> and under <b>your</b> control;</li> <li>d) hired to or borrowed by <b>you</b>;</li> <li>e) supplied to <b>you</b> for the purpose of study, work or training experience;</li> <li>f) a prospective <b>employee</b> who is undergoing practical work experience whilst being assessed by <b>you</b> as to his or her suitability for employment;</li> <li>g) a voluntary helper while working under <b>your</b> supervision and control and in connection with the <b>business</b>; or</li> <li>h) an outworker or homeworker employed under a contract to personally carry out any work in connection with the <b>business</b> while they are engaged in that work.</li> </ul>
<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Excess</b>	The amount stated as the 'Excess' on the <b>Schedule</b> which <b>you</b> are responsible for paying for each claim.
<b>Hacking</b>	Unauthorized access to any computer or other equipment or component or system or item which processes stores or retrieves data, whether <b>your</b> property or not.
<b>Limit of indemnity / sum insured</b>	<b>Our</b> maximum total aggregate liability as specified in the <b>Schedule</b> or as may be specifically endorsed to this <b>policy</b> to cover <b>you</b> within the terms and conditions of this <b>policy</b> .
<b>Occurrence(s)</b>	An event, including continuous or repeated exposure to substantially the same general conditions which result in liability under this policy, that is neither expected nor intended by you.
<b>Offshore</b>	From the time of embarkation by an <b>employee</b> onto a conveyance at the point of final departure to an <b>offshore</b> rig or <b>offshore</b> platform, until disembarkation by that <b>employee</b> from a conveyance on to land upon return from an <b>offshore</b> rig or <b>offshore</b> platform.
<b>Period of insurance</b>	The period from the effective date to the renewal date as stated in the <b>Schedule</b> .
<b>Phishing</b>	Any access or attempted access to data or information made by means of misrepresentation or deception.
<b>Pollution or contamination</b>	<ul style="list-style-type: none"> <li>a) Any <b>pollution or contamination</b> by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.</li> <li>b) All loss, damage or injury caused by <b>pollution or contamination</b> as stated in (a) above.</li> </ul>
<b>Premises</b>	The buildings and the land inside the boundaries of the property address shown in the <b>Schedule</b> used for the purposes of the <b>business</b> .
<b>Policy</b>	This <b>policy</b> wording, the <b>Schedule</b> and any extensions and <b>endorsements</b> .



<b>Products</b>	Anything sold, supplied, altered, constructed, repaired, formulated, serviced, designed, tested, installed or processed by or on <b>your</b> behalf including containers, packaging or labelling and which is not in <b>your</b> possession at the time of the occurrence.
<b>Property</b>	Material and tangible <b>property</b> listed in the <b>Schedule</b> .
<b>Schedule</b>	Is a separate document which details the <b>limit of indemnity/sum insured</b> and the premium <b>you</b> have agreed to pay, together with <b>your</b> full trading name and address. It also provides the references of any <b>endorsements</b> which may apply.
<b>Territorial limits</b>	The <b>territorial limits</b> as stated in the <b>Schedule</b> but not any <b>offshore activity</b> .
<b>Terrorism</b>	An act of <b>terrorism</b> including but limited to the use of force or violence and/or the threat of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, 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.
<b>Treatment</b>	Any examination, diagnosis, consultation, advice, test, x-ray, medication, surgery, nursing and care of an <b>animal</b> provided by a veterinary practice or, if instructed, by a <b>vet</b> or consultation and advice by a member of one of the following associations: a) Association of Chartered Physiotherapists in Animal Therapy; b) McTimoney Chiropractic Association; c) International Association of Animal Therapists; or equivalent organisations in the <b>territorial limits</b> .
<b>Vet(s)</b>	Registered veterinary surgeon(s).
<b>Virus or similar mechanism</b>	Program code, programming instruction or any set of instructions intentionally constructed with the ability to <b>damage</b> , interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of <b>virus or similar mechanism</b> includes but is not limited to Trojan horses, worms and logic bombs.
<b>We / us / our</b>	Certain Underwriters at Lloyd's and <b>our</b> nominated representatives.
<b>You / your</b>	<ol style="list-style-type: none"> <li>1. The Insured named in the <b>Schedule</b>.</li> <li>2. Any associated or subsidiary company of <b>yours</b> provided it has been notified to and agreed by <b>us</b>.</li> </ol>

## 1. Public and Products Liability

This section is automatically included

### Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
Clean up	<ul style="list-style-type: none"> <li>a) Testing for or monitoring of <b>pollution or contamination</b>.</li> <li>b) Cleaning up, removing, containing, treating, detoxifying or neutralising <b>pollution or contamination</b>.</li> </ul>
Defence costs and expenses	Any fees, expenses, costs and disbursements incurred in investigating, adjusting, settling or defending a claim that may be covered by this <b>policy</b> . <b>Your</b> internal or overhead expenses or the cost of <b>your</b> time is not included.
Principal	Employer who has engaged <b>you</b> to act on their behalf, under a contract for the performance of work by <b>you</b> , in connection with the <b>business</b> .

### Your cover

#### Insuring clause

**We** will cover you for your legal liability to pay damages for:

- a) **bodily injury** to any person;
- b) **damage to material property** (other than **animals** held on trust by **you** or in **your** care, custody or control);
- c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with **your business** during the **period of insurance** as a result of an **occurrence**:

- i) within the **territorial limits**;
- ii) elsewhere in the world other than the United States of America or Canada arising out of **business** visits by directors or non-manual **employees** ordinarily resident in the **territorial limits**;
- iii) anywhere in the world caused by any **products** after they have ceased to be in **your** custody or control.

The maximum **we** will pay for the cover provided under (a) - (c) above is shown in the **Schedule**.

In addition, **we** will cover **your** legal liability for claimants' costs and expenses in connection but excluding:

- a) any judgment award or settlement made within; and
- b) any order made anywhere in the world to enforce, either in whole or in part, a judgment, award or settlement made within; the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada for which the **limit of indemnity** will be the maximum amount payable.

**Limit of indemnity**

**Our** liability for damages, costs and expenses payable in respect of any **occurrence** shall not exceed the amount stated as the **limit of indemnity** for this section in the **Schedule**.

If any **occurrence** gives rise to liability under more than one section, our total liability for all claims and occurrences of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest limit of indemnity available under the sections providing cover.

**Excess**

**Our** total liability applies over and above any **excess**, as set out in the **Schedule**.

## Automatic extensions

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The following extensions are provided as standard covers

**Cloakroom**

Cover for **damage** to the personal effects of guests and/or visitors whilst deposited in any cloakroom at the **premises**. Provided that:

- a) **you** issue numbered tickets for articles deposited in any cloakroom;
- b) **you** ensure that all cloakrooms are locked and secured when left unattended;
- c) **you** return items from the cloakroom only upon production of the appropriate numbered ticket;
- d) **you** display a disclaimer notice in all cloakroom areas;
- e) **we** will not be liable for more than the amount stated in the **Schedule**;
- f) **we** will not be liable for the first AUD 250 of each and every claim.

The maximum **we** will pay is AUD 10,000 in any one **period of insurance**.

**Defence costs**

Cover for costs of legal representation reasonably incurred with **our** written consent at any:

- a) coroner's inquest or other inquiry for any death;
- b) proceedings in any court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from proceedings) for any act or omission causing or relating to any loss;
- c) other costs reasonably incurred with **our** written consent in relation to any matter which is covered under the [Insuring Clause](#) for this section.

The maximum **we** will pay is AUD 10,000 in any one **period of insurance**.

**Employees' / directors' / visitors' personal belongings**

Cover for damages for which **you** are liable as a result of **damage** to **employees'**, directors, and visitors' vehicles and personal belongings which are in **your** custody or control.

**We** will not cover property which is:

- a) loaned, leased, hired or rented to **you**;
- b) stored for a fee or other consideration by **you**; or
- c) in **your** custody or control for the purposes of being worked upon.

The maximum **we** will pay is AUD 2,000 in any one **period of insurance**.

#### Hired or rented premises

Cover for **you** for legal liability for **damage** to **premises** (including fixtures and fittings) within the **territorial limits** which are hired, rented or loaned to **you** in connection with the **business**.

**We** will not provide cover for:

- a) the first AUD 250 of compensation, costs for **damage** caused other than by fire or explosion;
- b) liability imposed on **you** solely by reason of the terms of any hiring or renting agreement;
- c) **damage** caused by fire or any other peril, where under the terms of any hiring or renting agreement **you** are requested to take out specific insurance.

#### Indemnity to principals and others

Cover for:

- a) **your** legal personal representative in the event of **your** death for liability **you** have incurred;
- b) any **principal** with whom **you** have entered into an agreement in relation to the extent required by that agreement but only for liability for which **you** would have been entitled to cover under this section if the claim had been made against **you**;
- c) any director, partner or **employee** of **yours** for liability for which **you** would have been entitled to cover under this section if the claim had been made against **you**.

Provided that:

- i) any person described in (a) - (c) above is not covered under any other policy;
- ii) any **principal** / person(s) will, as though they were **you**, be subject to the terms of this section in so far as they can apply;
- ii) **our** total liability to all parties including **you** and any person in (a) - (c) above will not exceed the **limit of indemnity**.

The maximum **we** will pay is AUD 100,000 in any one **period of insurance**.

#### Loading and unloading

Regardless of anything contained in the exclusions under this section and provided that **you** are not more specifically insured under any other policy **we** will cover **you** for **bodily injury** or **damage** arising during the act of loading or unloading a motor vehicle or the bringing to or taking away of a load from the vehicle in the course of the **business**.

#### Motor contingency liability

Notwithstanding the aircraft, watercraft or mechanically propelled vehicles exclusion, **we** will cover **you** for the movement of any motor vehicle, not owned by, or provided by **you** or an **employee**, that is preventing access to, or causing an obstruction within **your premises**

or any site at which **you** are working causing accidental **bodily injury**, during the **period of insurance**, for which **you** are legally liable.

**We** will not make any payment:

- a) for loss of or damage to any motor vehicle referred to above;
- b) unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle;
- c) where cover is provided by another insurance policy.

The maximum **we** will pay is AUD 10,000 in any one **period of insurance**.

#### Payment for court attendance

**We** will compensate **you** at a rate of:

- a) AUD 250 per day for any director or partner;
- b) AUD 150 per day for any **employee**;

for each day that **we** request attendance at court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

#### Public car park liability

In the event that there is no other insurance in place, **we** will cover **you** for **your** liability for **bodily injury** or **damage** caused to vehicles left in any garage or parking place belonging to **you** or under **your** control.

The maximum **we** will pay is AUD 10,000 in any one **period of insurance**.

Provided that:

- a) any covered garage or parking place is not used by **you** for any motor trade purposes;
- b) disclaimer notices in terms approved of by **us** are prominently displayed in any covered garage or parking place; and
- c) no cover is given for:
  - i) loss of motor vehicle accessories by theft unless the motor vehicle is stolen at the same time;
  - ii) **damage** arising whilst any motor vehicle is being driven by **you** or any **employee**;
  - iii) the first AUD 250 of any claim for **damage**.

## Section exclusions

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These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

#### Aircraft or watercraft

**you** owning, possessing or using any:

- a) aircraft;
- b) watercraft or hovercraft (except watercraft not exceeding 8 metres in length or any hand propelled boat or pontoon);

#### Airports and airfields

any services in, or on:

- a) aircraft;

	b) airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access;
<b>Animals owned by you</b>	the death of, injury to, illness or disease of any <b>animal</b> owned by <b>you</b> or a member of <b>your</b> family residing with <b>you</b> ;
<b>Clean up costs</b>	clean up costs in circumstances where <b>you</b> have knowingly: <ul style="list-style-type: none"> <li>a) deviated from any regulatory notice, order or protection ruling;</li> <li>b) omitted to inspect, maintain or perform necessary repairs to plant or machinery for which <b>you</b> are responsible;</li> </ul>
<b>Compulsory motor insurance</b>	the ownership, possession or use by or on <b>your</b> behalf of any mechanically propelled vehicle (or attached trailer) which is required by any road traffic legislation to be the subject of compulsory insurance or other security. <p>This exclusion will not apply for the loading or unloading of any vehicle or the delivery or collection of goods to or from any vehicle except where more specifically insured by any other policy;</p>
<b>Cover under other sections</b>	any claim which forms the subject of indemnity by any other section or extension in this <b>policy</b> ;
<b>Damaged products</b>	<b>damage to products</b> ;
<b>Dangerous dogs</b>	any dogs listed under any Dangerous Dogs legislation in the <b>territorial limits</b> ;
<b>Dangerous wild animals</b>	any dangerous wild <b>animal</b> listed under Dangerous Wild Animals legislation in the <b>territorial limits</b> ;
<b>Deliberate act / error or omission</b>	any deliberate act, error or omission: <ul style="list-style-type: none"> <li>a) where the results are intended or expected, or are reasonably foreseeable by <b>you</b>;</li> <li>b) by anyone other than <b>you</b>, so far as cover is requested for their own liability;</li> </ul>
<b>Employment disputes</b>	a dispute with, or proceedings brought by, any person for: <ul style="list-style-type: none"> <li>a) their existing, past or prospective contract of employment with <b>you</b>;</li> <li>b) a breach of employment related legislation;</li> </ul>
<b>Fine or penalties</b>	taxes, fines or penalties, punitive, aggravated, multiple, exemplary or other non-compensatory damages;
<b>Injury to employee</b>	<b>bodily injury</b> sustained by any <b>employee</b> arising out of and in the course of their employment with <b>you</b> ;
<b>Intellectual property</b>	passing off or infringement of trade name, registered design, unregistered design, copyright or patent right;
<b>Latex</b>	any latex product including any contraceptive and prophylactics manufacturer;

<b>Libel / slander / false statement / discrimination</b>	a) libel or slander; b) false statement; c) discrimination of any kind;
<b>Loss / theft / disappearance of animals</b>	the loss / theft or disappearance of any animal in your care, custody or control;
<b>Manual work</b>	<b>bodily injury</b> or <b>damage</b> caused by or arising out of manual work away from the <b>premises</b> other than the collection or delivery of <b>products</b> or whilst participating at trade exhibitions or trade fairs for the purpose of the <b>business</b> ;
<b>Medical or pharmaceutical products</b>	any product of any pharmaceutical and / or implantable medical product manufacturer;
<b>Non-proprietary or non-branded products</b>	<b>your</b> sale, use, application or prescription of any non-proprietary or non-branded <b>products</b> in connection with <b>your business</b> ;
<b>Offshore</b>	<b>bodily injury</b> to any person while <b>offshore</b> ;
<b>Pollution or contamination (USA or Canada)</b>	any <b>pollution or contamination</b> occurring within the United States of America or Canada;
<b>Product liability</b>	<b>bodily injury or damage</b> to any person or <b>animal</b> due any <b>products</b> sold or supplied by <b>you</b> arising from a defect in or the unsuitability of those <b>products</b> ;
<b>Product recall</b>	costs or expenses caused by or arising from any decision or requirement to recall or withdraw <b>products</b> from sale or use;
<b>Product rectification</b>	rectification of defective work including the expenditure incurred by <b>you</b> for the removal, repair, adjustment, alteration, reinstatement, withdrawal, inspection or disposal of any <b>product</b> (including any part of the <b>product</b> ) furnished in connection with the performance of work as well as a result of any defect (suspected or known) or any unsuitability for its intended purpose;
<b>Products for export to the USA or Canada</b>	<b>bodily injury</b> or <b>damage</b> to property caused by or in connection with any <b>products</b> , which to <b>your</b> knowledge, are for export, either directly or indirectly, to the United States of America or Canada;
<b>Products for use on aircraft / hovercraft / devices intended to travel through air or space</b>	any <b>products</b> which to <b>your</b> knowledge, are for use in or on any aircraft, hovercraft or device intended to travel through air or space;
<b>Professional advice/services</b>	the provision of or failure to provide instruction, advice, information or professional service whether or not a fee is involved.

Property owned by  
you

**damage** to **property** owned by **you**.

Venomous animals

any venomous or toxic **animals**.



## 2. Animal Injuries, Accidents and Expenses

This section is automatically included

### Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
<b>Accident</b>	a sudden, unexpected, unusual and specific event which occurs at an identifiable time and place and which occurs during the <b>period of insurance</b> .
<b>Clinical signs</b>	Changes in the <b>animal's</b> normal healthy state, it's bodily functions or behaviour.
<b>Costs and expenses</b>	<ul style="list-style-type: none"> <li>a) Claimants' <b>costs and expenses</b> arising for any claim against <b>you</b> which may be the subject of cover under this section.</li> <li>b) All <b>costs and expenses</b> incurred by <b>you</b> with <b>our</b> written consent for any claim against <b>you</b> which may be the subject of cover under this <b>policy</b>.</li> </ul>
<b>Illness</b>	Any changes to an <b>animal's</b> normal healthy state, sickness, disease, mental disorders, emotional disorders, defects and abnormalities.
<b>Injury</b>	A sudden physical injury caused by an <b>accident</b> where the <b>animal</b> suffers more than superficial cuts and abrasions.
<b>Market value</b>	The price generally paid for an <b>animal</b> of the same age, breed, sex, pedigree and breeding ability.
<b>Veterinary fees</b>	The amount <b>vets</b> , in general practice, generally charge for the <b>treatment</b> of each type of injury or <b>illness</b> .

### Your cover

#### Insuring clause

**We** will cover **you** for:

- i) the death of any **animal** caused by an **accident** or **injury**; or
  - ii) **injury** to any **animal** caused by an **accident**;
- which is in **your** care, custody or control in the course of **your business** within the **territorial limits** during the **period of insurance**.

Provided that where an **animal** sustains an **injury** while in **your** care, custody or control, such **injury** results in the **animal's** death within 21 days of it leaving **your** care, custody or control.

**We** will pay **your** customer on **your** behalf:

1. for death:
  - a) the purchase price of an **animal** up to 5 years old; or
  - b) the **market value** of an **animal** aged 6 years or more; or

- c) if there is no purchase receipt or formal proof of the amount paid for an **animal**, the **market value**;
- 2. for **injury**:
  - a) **veterinary fees** incurred by **your** customer for treatment of such **injury**.

#### Exclusions

These exclusions apply to this section. **We** will not cover:

- a) intentional slaughter except where **we** agree to the destruction or where a **vet** has certified that the humane destruction is essential. In which case **we** will have the right to a post mortem examination carried out by a **vet**;
- b) death, injury, illness or disease caused by or arising from any malicious or wilful act by **you** or an **employee**;
- c) any consequential loss other than **veterinary fees** or the increased cost of keeping an injured or sick **animal** for a period not exceeding 12 months;
- d) injury to any stud **animal** or any being used for breeding;
- e) death, injury, illness or disease arising out of the administration of any medicament or treatment by **you** or any **employee** unless under the direction of a **vet**;
- f) death, injury, illness or disease to any **animal** owned by **you** or any member of **your** family.

#### Limit of indemnity

**Our** liability shall not exceed the sum of AUD 25,000 for any one claim and AUD 75,000 in the aggregate under this section. **Costs and expenses** are included in the **limit of indemnity**.

**Costs and expenses** are payable in addition to the **limit of indemnity** except for any claim brought in the United States of America or Canada or any territory within their jurisdiction where the **limit of indemnity** shall be the maximum amount payable including **costs and expenses**.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

#### Excess

**Our** total liability applies over and above any **excess**, as set out in the **Schedule**.

#### Automatic extensions

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The following extensions are provided as standard covers

##### Advertising and reward

If an **animal** is stolen or goes missing during the **period of insurance** whilst held on trust by **you** or in **your** care, custody or control in the course of **your business** activities, cover for:

- a) the cost of advertising;
- b) the cost of the reward **you** have offered; and

- c) additional costs involved in the recovery of the **animal** not covered by paragraphs (a) and (b) above.

#### Exclusions applicable to this extension

These exclusions apply to this extension. **We** will not cover:

- a) any amount in excess of AUD 350 per **animal**;
- b) any reward that **we** have not agreed to before **you** advertised it;
- c) any reward not supported by a signed receipt giving the full name and address of the person who found the **animal**;
- d) any reward paid to the owner of the **animal**, a person employed by **you**, a member of **your** family or someone who lives with **you**.

#### Claims conditions

**You** must:

- i) contact **us** for approval of any reward before **you** advertise it;
- ii) send the completed claims form together with the invoices setting out the costs involved including a receipt for any reward **you** paid.

#### Microchipping

Cover for liability arising from or in connection with microchipping of boarded **animals**.

Provided that the person performing the microchipping of the **animal** holds a valid certificate of competence.

#### Mitigation costs

**We** will cover **you** for reasonable expenses that **you** incur for any reasonable action **you** take to mitigate a loss or potential loss that would otherwise be the subject of a claim under this **policy**, provided always that **you** obtain **our** prior consent before incurring these expenses.

The maximum **we** will pay is AUD 25,000 for any one claim and AUD 50,000 in the aggregate in any one **period of insurance**.

#### Loss of keys

Cover for reasonable costs necessarily incurred in replacing external door locks at the customers' premises following the loss of keys by **you** or any principal, director, partner or **employee** authorised to hold keys.

The maximum **we** will pay is AUD 10,000 in any one **period of insurance**.

#### Theft or straying

If an **animal** is stolen or goes missing whilst in **your** care, custody or control in the course of **your business** activities in the **territorial limits** during the **period of insurance** and is not recovered or does not return, **we** will pay:

- a) the purchase price of an **animal** up to 5 years old;
- b) the **market value** of an **animal** aged 6 years or more; or
- c) if there is no purchase receipt or formal proof of the amount paid for an **animal**, the **market value**.

#### Conditions applicable to this extension

These conditions apply to this extension:

- a) if the **animal** is stolen, **you** must inform the police and request a crime reference number or written confirmation of **your** report;

- b) **you** must tell all **vets** within 5 miles of the area where the **animal** was last seen;
- c) **you** must send a claim form if the **animal** has not been found within 30 days;
- d) if the **animal** is found or returns, **you** must repay the full amount **we** have paid **you**.

#### Exclusions applicable to this extension

These exclusions apply to this extension. **We** will not cover:

- a) any amount in excess of AUD 1,500 per **animal**;
- b) any amount if **you** have freely parted with the **animal**, even if tricked into doing so, unless someone was looking after or transporting the **animal** in return for money, goods or services.

#### Travel costs

If an **animal** which is left with **you** and for which **you** are responsible in the course of **your business** activities during the **period of insurance**:

- a) has died or has gone missing; and
  - b) as a result the owner has to return to the **territorial limits**;
- we** will pay for the travel costs incurred by the owner which **you** are legally required to meet.

#### Conditions applicable to this extension

These conditions apply to this extension:

- a) the **animal** must be confirmed as dead or have been missing for at least 72 hours;
- b) **you** will be responsible for the first AUD 50 of any claim;
- c) **you** must provide written proof of all costs incurred;
- d) the maximum **we** will pay is AUD 1,000 in total in any one **period of insurance**.

#### Claims conditions

**You** must:

- a) complete a claim form and send **us** invoices to support the amounts **you** are claiming; and
- b) provide **us** with the pedigree certificate and receipt from when **your** customer bought the **animal**.

## Section conditions

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These conditions apply to this section of **your policy** and are in addition to the General Conditions. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

#### Disclosure of information relevant to claim

When **you** claim, **you** agree to give **us** any information **we** may reasonably ask for.

<b>Disclosure of insurance information to vet</b>	If <b>you</b> allow claim monies to be paid directly to <b>your vet</b> then, if the <b>vet</b> who has treated the <b>animal</b> or is about to treat the <b>animal</b> , asks for information about <b>your</b> Insurance that relates to a claim, <b>we</b> will tell the <b>vet</b> what the insurance covers, how the amount <b>we</b> pay is calculated and if the premiums are paid to date.
<b>Due care of the animal</b>	<b>You</b> must take proper care of the <b>animal</b> whilst in <b>your</b> care.
<b>Examination by vet within 48 hours of boarding an animal</b>	If <b>you</b> board an <b>animal</b> for quarantine <b>you</b> must arrange for it to be examined by a <b>vet</b> within 48 hours of the time <b>you</b> receive it ( <b>you</b> or the owner must pay the charge).
<b>Good health</b>	<b>You</b> must check the <b>animal</b> and only accept it for boarding or quarantine if it is in good health.
<b>Increase in the number of animals at the facility</b>	If the total number of <b>animals</b> <b>you</b> can board increases from the number shown on <b>your Schedule</b> , <b>you</b> must notify <b>your</b> broker immediately. If <b>you</b> do not, <b>we</b> will only pay a percentage of any claim for <b>veterinary fees</b> based on the number of <b>animals</b> shown on <b>your Schedule</b> .
<b>Offset</b>	When <b>we</b> settle <b>your</b> claim, <b>we</b> will deduct from the amount paid any amount due to <b>us</b> .
<b>Rescue animals</b>	All rescue <b>animals</b> must be kept in isolation and separate to the commercial boarders.
<b>Vet examination for animals that show clinical signs of injury or illness</b>	<b>You</b> must arrange for a <b>vet</b> to examine and treat the <b>animal</b> as soon as possible after it has shown <b>clinical signs</b> of an injury or an <b>illness</b> . At <b>our</b> option, <b>you</b> must also take the <b>animal</b> to a <b>vet</b> that <b>we</b> choose.
<b>Vets fees for information</b>	If <b>we</b> need information about the <b>animal</b> from a <b>vet</b> and he or she charges <b>you</b> , <b>you</b> or the owner must pay the charge.

## Section exclusions

---

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

<b>Animals boarded for more than 6 months</b>	any <b>animal</b> which has been boarded at the kennel, cattery or hotel for more than six months;
<b>Animals less than 8 weeks old</b>	any <b>animal</b> that is less than 8 weeks old;
<b>Animals owned by you</b>	any <b>animal</b> <b>you</b> own or are responsible for outside the normal <b>business</b> activities of a boarding kennel, cattery or rabbit hotel;
<b>Breach of laws or regulations relating</b>	any loss caused if <b>you</b> break any laws or regulations, including those relating to <b>animal</b> health and importation in the <b>territorial limits</b> ;

to animal health  
and importation

Confiscation /  
destruction

the **animal** being confiscated or destroyed by government or public authorities or under the terms of the Animal Health and Welfare legislation (or equivalent legislation in the **territorial limits**) because it was worrying livestock;

Cover under other  
sections

any claim which forms the subject of indemnity by any other section or extension in this **policy**;

Criminal  
proceedings

legal expenses, fines and penalties connected with or resulting from a criminal court case;

Dangerous dogs

any dog that must be registered under the Dangerous Dogs legislation;

Department of  
Agriculture

any costs caused because the Department of Agriculture or equivalent department in the **territorial limits**, has put restrictions on any **animal you** are boarding;

Diseases  
transmitted from  
animals to humans

diseases transmitted from **animals** to humans;

Excluded illnesses

any amount that results from any illness in the following list if the **animal** is not vaccinated against it:  
a) for dogs - distemper, hepatitis, leptospirosis and parvovirus;  
b) for cats - feline infectious enteritis, feline leukaemia and cat flu;  
c) for rabbits - myxomatosis and viral haemorrhagic disease;

Excluded  
legislation

claims arising under any legislation in the **territorial limits** dealing with the the breeding, sale or supply of any kittens, puppies or any other **animal**.

Guard dogs / racing  
dogs

dogs used for guarding or racing;

Infectious diseases

compensation for any illness or death as a result of illness of any quarantined **animal** caused by the contraction of any infectious disease;

Medical treatment

any medical or other bodily treatment provided by **you**;

Non-proprietary or  
non-branded  
products

**your** sale, use, application or prescription of any non-proprietary or non-branded **products** in connection with **your business**;

Strays / rescue  
animals / animals  
owned by or the  
responsibility of a  
public authority /  
animals used in  
security

strays, rescued **animals**, any **animal** owned by or the responsibility of a local authority, a charity, the police, the prison service or any guard or security **business**;



### 3. Animal Illness

This section only applies if shown in the Schedule

#### Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
<b>Clinical signs</b>	Changes in the <b>animal's</b> normal healthy state, it's bodily functions or behaviour.
<b>Illness</b>	Any changes to an <b>animal's</b> normal healthy state, sickness, disease, mental disorders, emotional disorders, defects and abnormalities.
<b>Market value</b>	The price generally paid for an <b>animal</b> of the same age, breed, sex, pedigree and breeding ability.
<b>Maximum benefit</b>	The most <b>we</b> will pay during a <b>period of insurance</b> as set out in the <b>Schedule</b> .
<b>Veterinary fees</b>	The amount <b>vets</b> , in general practice, generally charge for the <b>treatment</b> of each type of <b>illness</b> .

#### PART A - VETERINARY FEES

##### Your cover

##### Insuring clause

**We** will cover **you** for **veterinary fees** for **treatment** the **animal** has received for:

- a) any **illness** or injury first occurring or showing **clinical signs** while in **your** care, custody or control in the course of **your business** activities within the **territorial limits** during the **period of insurance**; or
- b) an **illness** that first shows **clinical signs** within 72 hours of leaving **your** care, custody and control during the **period of insurance**.

##### Limit of indemnity

**Our** liability under this section shall not exceed the **limit of indemnity** shown in the **Schedule**. The maximum **we** will pay in any one **period of insurance** will not exceed AUD 2,000 per **animal**.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

##### Excess

**Our** total liability applies over and above any **excess**, as set out in the **Schedule**.



## Part A exclusions

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These exclusions apply to Part A of this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

<b>Claims submitted after 31 days of the animal completing treatment</b>	the cost of any <b>treatment</b> if a claim has not been submitted within 31 days of the <b>animal</b> completing <b>treatment</b> .
<b>Cosmetic dentistry</b>	the cost of any <b>treatment</b> , including cosmetic dentistry, that is carried out and that is not directly related to an injury or <b>illness</b> .
<b>Costs exceeding the maximum benefit</b>	costs exceeding the <b>maximum benefit</b> for each <b>animal</b> ;
<b>Costs incurred 72 hours after the animal leaves your care</b>	the cost of <b>treatment</b> of an <b>illness</b> or injury received more than 72 hours after leaving <b>your</b> care;
<b>Deliberate acts</b>	the cost of treating any injury or <b>illness</b> deliberately caused by <b>you</b> ;
<b>Dental treatment</b>	the cost of dental <b>treatment</b> unless the <b>animal</b> has had its teeth checked by a <b>vet</b> in the 12 months before the start of cover. If any <b>treatment</b> was recommended as a result of that check, this must have been carried out;
<b>Funeral costs</b>	the cost of having the <b>animal</b> cremated, buried or otherwise disposed of;
<b>Health improvers / prescription food / flea treatment / pregnancy or birth</b>	the cost of general health improvers, prescription diet food, any treatment for killing and controlling fleas and any <b>treatment</b> in connection with pregnancy or giving birth;
<b>Out of hours costs</b>	extra costs for treating the <b>animal</b> outside usual surgery hours, unless the <b>vet</b> believes an emergency consultation is necessary;
<b>Pre-existing injury or illness</b>	the cost of any <b>treatment</b> for: a) an injury that happened or an <b>illness</b> that first showed <b>clinical signs</b> before the <b>animal</b> was left in <b>your</b> care, custody or control b) an injury or <b>illness</b> that is the same as, or has the same diagnosis or <b>clinical signs</b> as, an injury, <b>illness</b> or <b>clinical sign</b> the <b>animal</b> had before left in <b>your</b> care, custody or control; or c) an injury or <b>illness</b> that is caused by, relates to or results from an injury, <b>illness</b> or <b>clinical sign</b> the <b>animal</b> had before left in <b>your</b> care, custody or control or before a <b>vet's</b> first examination for quarantine;

	no matter where the injury, <b>illness</b> or <b>clinical sign</b> is noticed or happens in or on the <b>animal's</b> body;
<b>Preventative treatment costs</b>	the cost of any <b>treatment</b> a <b>vet</b> normally recommends to prevent injury or <b>illness</b> ;
<b>Vaccinations / spaying / castration</b>	the cost of vaccinations, spaying and castration.

## Part A claims conditions

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These claims conditions apply to Part A only.

<b>Notification of claims</b>	<b>You</b> must complete a claim form and send <b>us</b> invoices to support the amounts <b>you</b> are claiming.  <b>You</b> should send <b>us your</b> claim form or report all claims at the end of <b>treatment</b> or at the end of the <b>period of insurance</b> if the <b>treatment</b> has not finished by this time. The claim must be submitted within 31 days of the <b>animal</b> completing <b>treatment</b> .
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## PART B - DEATH FROM ILLNESS

### Your cover

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<b>Insuring clause</b>	<b>We</b> will cover <b>you</b> for: a) the purchase price-of an <b>animal</b> up to 5 years old; b) the <b>market value</b> of an <b>animal</b> aged 6 years or more; c) the cost of euthanasia if the <b>animal</b> is put to sleep; or d) if there is no purchase receipt or formal proof of the amount paid for an <b>animal</b> , the <b>market value</b> ; in the event that an <b>animal</b> dies or has to be put to sleep by a <b>vet</b> as a result of <b>illness</b> which first showed <b>clinical signs</b> whilst in <b>your</b> care, custody and control in the course of <b>your business</b> activities within the <b>territorial limits</b> during the <b>period of insurance</b> .
<b>Limit of indemnity</b>	<b>Our</b> liability under this section shall not exceed the <b>limit of indemnity</b> shown in the <b>Schedule</b> . The maximum <b>we</b> will pay in any one <b>period of insurance</b> will not exceed AUD 2,000 per <b>animal</b> .  If any <b>occurrence</b> gives rise to liability under more than one section, <b>our</b> total liability for all claims and <b>occurrences</b> of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest <b>limit of indemnity</b> available under the sections providing cover.
<b>Excess</b>	<b>Our</b> total liability applies over and above any <b>excess</b> , as set out in the <b>Schedule</b> .

## Part B exclusions

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These exclusions apply to Part B of this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

<b>Costs exceeding the maximum benefit</b>	costs exceeding the <b>maximum benefit</b> for each <b>animal</b> ;
<b>Destruction of the animal</b>	any amount unless a <b>vet</b> has put the <b>animal</b> to sleep as a result of an injury that cannot be treated or an incurable <b>illness</b> and the <b>vet</b> believes it was not humane to keep the <b>animal</b> alive because it was suffering;
<b>Funeral costs</b>	the cost of having the <b>animal</b> cremated, buried or otherwise disposed of;
<b>Monies not paid to the animals' owner</b>	any amount if <b>you</b> have not made payment to or arranged payment to the <b>animal's</b> owner;
<b>Pre-existing injury or illness</b>	the cost of any <b>treatment</b> for: d) an injury that happened or an <b>illness</b> that first showed <b>clinical signs</b> before the <b>animal</b> was left in <b>your</b> care, custody or control; e) an injury or <b>illness</b> that is the same as, or has the same diagnosis or <b>clinical signs</b> as, an injury, <b>illness</b> or <b>clinical sign</b> the <b>animal</b> had before left in <b>your</b> care, custody or control; or f) an injury or <b>illness</b> that is caused by, relates to or results from an injury, <b>illness</b> or <b>clinical sign</b> the <b>animal</b> had before <b>animal</b> was left in <b>your</b> care, custody or control or before a <b>vet's</b> first examination for quarantine; no matter where the injury, <b>illness</b> or <b>clinical sign</b> is noticed or happens in or on the <b>animal's</b> body;
<b>Unauthorised prescription medication</b>	death resulting from <b>you</b> using any prescription only medicine on the <b>animal</b> .

## Part B claims conditions

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These claims conditions apply to Part B only.

<b>Notification of claims</b>	<b>You</b> must complete a claim form and send <b>us</b> invoices to support the amounts <b>you</b> are claiming.  In addition, at <b>your</b> own expense, <b>you</b> must provide: a) a death certificate from a <b>vet</b> ; b) the pedigree certificate and receipt from when <b>your</b> customer bought the <b>animal</b> ; and c) a receipt for euthanasia, if <b>you</b> are claiming for this.
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## Section conditions

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These conditions apply to Part A and Part B of this section of **your policy** and are in addition to the General Conditions. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Disclosure of information relevant to claim

When **you** claim, **you** agree to give **us** any information **we** may reasonably ask for.

### Disclosure of insurance information to vet

If **you** allow claim monies to be paid directly to **your vet** then, if the **vet** who has treated the **animal** or is about to treat the **animal**, asks for information about **your** Insurance that relates to a claim, **we** will tell the **vet** what the insurance covers, how the amount **we** pay is calculated and if the premiums are paid to date.

### Due care

**You** must take proper care of the **animal** whilst in **your** care.

### Examination by vet within 48 hours of boarding an animal

If **you** board an **animal** for quarantine **you** must arrange for it to be examined by a **vet** within 48 hours of the time **you** receive it (**you** or the owner must pay the charge).

### Good health

**You** must check the **animal** and only accept it for boarding or quarantine if it is in good health.

### Increase in the number of animals at the facility

If the total number of **animals** **you** can board increases from the number shown on **your Schedule**, **you** must notify **your** broker immediately. If **you** do not, **we** will only pay a percentage of any claim for **veterinary fees** based on the number of **animals** shown on **your Schedule**.

### Offset

When **we** settle **your** claim, **we** will deduct from the amount paid any amount due to **us**.

### Rescue animals

All rescue **animals** must be kept in isolation and separate to the commercial boarders.

### Vet examination for animals that show clinical signs of injury or illness

**You** must arrange for a **vet** to examine and treat the **animal** as soon as possible after it has shown **clinical signs** of an injury or an **illness**. At **our** option, **you** must also take the **animal** to a **vet** that **we** choose.

### Vets fees for information

If **we** need information about the **animal** from a **vet** and he or she charges **you**, **you** or the owner must pay the charge.

## Section exclusions

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These exclusions apply to Part A and Part B of this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

<b>Animals boarded for more than 6 months</b>	any <b>animal</b> which has been boarded at the kennel, cattery or hotel for more than six months;
<b>Animals less than 8 weeks old</b>	any <b>animal</b> that is less than 8 weeks old;
<b>Animals owned by you</b>	any <b>animal you</b> own or are responsible for outside the normal <b>business</b> activities of a boarding kennel, cattery or rabbit hotel;
<b>Breach of laws or regulations relating to animal health and importation</b>	any loss caused if <b>you</b> break any laws or regulations, including those relating to <b>animal</b> health and importation, in the <b>territorial limits</b> ;
<b>Confiscation / destruction</b>	the <b>animal</b> being confiscated or destroyed by government or public authorities or under the terms of the Animal Health and Welfare legislation (or equivalent legislation in the <b>territorial limits</b> ) because it was worrying livestock;
<b>Criminal proceedings</b>	legal expenses, fines and penalties connected with or resulting from a criminal court case
<b>Dangerous dogs</b>	any dog that must be registered under the Dangerous Dogs legislation;
<b>Department of Agriculture</b>	any costs caused because the Department of Agriculture or equivalent department in the <b>territorial limits</b> , has put restrictions on any <b>animal you</b> are boarding;
<b>Diseases transmitted from animals to humans</b>	diseases transmitted from <b>animals</b> to humans;
<b>Excluded illnesses</b>	any amount that results from any <b>illness</b> in the following list if the <b>animal</b> is not vaccinated against it: a) for dogs - distemper, hepatitis, leptospirosis and parvovirus; b) for cats - feline infectious enteritis, feline leukaemia and cat flu; c) for rabbits - myxomatosis and viral haemorrhagic disease;
<b>Excluded legislation</b>	claims arising under any legislation in the <b>territorial limits</b> dealing with the breeding, sale or supply of any kittens, puppies or any other <b>animal</b> .
<b>Guard dogs / racing dogs</b>	dogs used for guarding or racing;
<b>Infectious diseases</b>	compensation for any <b>illness</b> or death as a result of <b>illness</b> of any quarantined <b>animal</b> caused by the contraction of any infectious disease;
<b>Medical treatment</b>	any medical or other bodily treatment provided by <b>you</b> ;



**Non-proprietary or  
non-branded  
products**

**your** sale, use, application or prescription of any non-proprietary or non-branded **products** in connection with **your business**;

## 4. Trade All Risks (Equipment)

This section only applies if shown in the Schedule

### Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
<b>Glass</b>	Fixed plain or wired <b>glass</b> and mirrors at the <b>premises</b> .
<b>Territorial limits (for this section only)</b>	The limits chosen by <b>you</b> and shown in the <b>Schedule</b> attaching to this <b>policy</b> : a) at <b>your business premises</b> ; b) anywhere in the <a href="#">General Definition of territorial limits</a> ; or c) anywhere in the world.

### Your cover

#### Insuring clause

**We** will cover **you** for **damage** occurring during the **period of insurance** to **property** stated in the **Schedule**.

#### Limit of indemnity

The maximum **we** will pay under this section in any one **period of insurance** will not exceed:

- a) the **sum insured** on each item; or
- b) the total **sum insured**;

or any other maximum amount payable or the **limit of indemnity** specified in this section or the **Schedule**.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

#### Excess

**Our** total liability applies over and above any **excess**, as set out in the **Schedule**.

### Automatic extensions

The following extensions are provided as standard covers.

#### Glass

**We** will replace **glass** for which **you** are responsible at the **premises**, in the event of breakage or at **our** option pay the cost of replacement. **We** are not obliged to replace or pay for the replacement of any property exactly but only as nearly as circumstances permit.

The most **we** will pay is for any one loss is AUD 2,000.

**We** will also pay for:

- a) **damage** to window frames or framework, shutters or blinds following breakage of **glass**;
- b) the cost of replacing window alarm foil lettering or painting or other ornamental work attached to the **glass**;
- c) **damage** to goods incidental to the **business** caused by breakage of fixed **glass** in display windows;
- d) removing or replacing the fixtures and fittings necessarily incurred to replace the **glass**;
- e) the cost of necessary boarding up pending repair or replacement.

**We** will not cover:

- a) repairs, alterations or other fitting to the **premises**;
- b) defects in frames and framework;
- c) any **unoccupied building**;
- d) faulty or defective workmanship on **your** part or any of **your employees**;
- e) wear and tear, gradual deterioration, mechanical or electrical breakdown of neon and illuminated signs and electric light fittings.

## Section conditions

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These conditions apply to this section of **your policy** and are in addition to the General Conditions. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Lockfast

All tools of trade, small tools, laptop computers, communication equipment and mobile equipment must be kept in a locked building or vehicle when not in use.

No cover will be provided for the items stated in the paragraph above when left in unattended vehicles unless the vehicle is parked in a locked garage or building or the items are permanently fixed to the interior of the vehicle.

## Section exclusions

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These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

### Consequential loss

any consequential loss;

### Corrosion, vermin or atmospheric conditions

corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, change in temperature;

### Excluded causes

**damage** arising from:

- a) faulty or defective design materials, inherent vice or latent defect;



- b) mechanical, electrical, electronic, computer breakdown, failure or derangement;
- c) wear and tear, gradual deterioration, the action of light, atmospheric conditions or other gradually operating cause;
- d) process of cleaning, restoring or repairing;
- e) process of production, packing, treatment, testing or commissioning;
- f) confiscation or detention by Customs or government officials;
- g) disappearance or shortage identified only by stocktaking;
- h) riot, civil commotion occurring elsewhere than in the **territorial limits**.

**Faulty workmanship**

faulty or defective workmanship, operational error or omission on **your** or any **employees** part but this will not exclude subsequent **damage** which itself results from a cause not being otherwise excluded;

**Fraud**

acts of fraud or dishonesty by **your employees**;

**Loss caused by malfunction of the property**

financial loss caused by the loss of use or malfunction of the **property**;

**Territorial limits**

**damage** occurring outside the **territorial limits**;

**Theft or attempted theft**

**damage** resulting from theft or attempted theft or unexplained disappearances:

- a) from an unattended vehicle unless the item stolen is stored in a locked boot or if there is no boot, an unattended vehicle without windows; or
- b) of **property** which is unattended unless there is forcible and violent entry or exit;

**Unattended vehicle**

**damage** from **unattended vehicle** and or trailer unless the **property** is kept within the boot or secure compartment which is secured by all locks and other protections;

**Uninsured property**

**damage** to:

- a) **property** loaned or hired out by **you**;
- b) glass and other fragile or brittle materials unless as a direct result of fire, theft or accident to the vehicle in which the **property** was being transported;
- c) **property** left in the open by theft, attempted theft, storm or flood;
- d) **property** carried on the outside of vehicles unless as a direct result of collision or overturning.

## Appendix 1

### Short form information notice for individual insureds

#### Your personal information

##### *The basics*

You benefit from this insurance cover. We collect and use relevant information about you to provide the insurance cover and to meet our legal obligations.

This information includes details such as your name and address and may include more sensitive details such as information about your health and any criminal convictions you may have. If we need any sensitive details from you we will ask for your consent first.

The way insurance works means that your information may be shared with and used by a number of third parties in the insurance sector – but only in connection with the insurance cover from which you benefit.

##### *Want more details?*

For more information about how we use your personal information please see the full Pet Business Insurance privacy notice at <https://www.petbusinessinsurance.co.uk/resources/privacy-policy/> or on request.

##### *Contacting us and your rights*

You have rights in relation to the information we hold about you, including the right to access your information. Please contact Pet Business Insurance as follows:

Privacy Officer  
Pet Business Insurance  
c/o Alliance Insurance Broking Services, 119 Salmon Street, Port Melbourne VIC 3207  
T: (03) 9647 0600  
F: (03) 9645 4765