



# **TRADES PACKAGE INSURANCE**

## **POLICY WORDING**

### **IMPORTANT NOTICE TO THE INSURED**

This insurance is a legal contract. Please read it carefully to ensure that it is in accordance with your requirements and that you understand its terms and conditions. The Insurance Broker or other intermediary who arranged this insurance should be contacted immediately if any correction is necessary.

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**Insurer**

The policy is underwritten by Millennium Underwriting Agencies Pty Ltd (ABN: 38 079 194 095) through arrangement with Certain Underwriters at Lloyd's.

**About Millennium Underwriting Agencies Pty Ltd**

Millennium Underwriting Agencies Pty Limited ABN 38 079 194 095, AFS Licence Number 246721 T/As Millennium General Insurance is part of the MGA Whittles Group of Companies. Established in 1998, Millennium General Insurance is an insurance claims and underwriting facility offering market leading policies.

**Association with an Insurance Broker**

We have an association with MGA Insurance Brokers Pty Ltd (ABN 29 008 096 277). MGA Insurance Brokers Pty Ltd and Millennium Underwriting Agencies Pty Ltd have some common directors and a proportion of the shares of each Company have common ownership.

MGA Insurance Brokers Pty Ltd are members of the Austbroker Group and Austbrokers have an equity interest in their business.

**The cost of this insurance policy**

The total premium is the amount we charge you for this insurance policy. It includes the amount which we have calculated will cover the risk, and any taxes and government charges. The premium and any taxes and government charges will be shown on your policy schedule.

When calculating your premium we take a range of factors into account. These factors, and the degree to which they affect your premium, will depend upon the information you provide to us.

**Duty of Disclosure**

Under the Insurance Contracts Act 1984 (the Act), you have a Duty of Disclosure. You are required before you enter into, renew, vary, extend or reinstate your Policy, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under the Policy, and if so, on what terms.

- **You do not have to tell us about any matter**
  - that diminishes the risk
  - that is of common knowledge
  - that we know or should know in the ordinary course of our business as an insurer, or
  - which we indicate we do not want to know

- **If you do not tell us**

If you do not comply with your Duty of Disclosure we may reduce or refuse to pay a claim or cancel your Policy. If your non-disclosure is fraudulent we may treat this Policy as never having worked.

**Privacy**

We are covered by the Federal Privacy Act and its National Privacy Principles (NPPs), which set out standards for the collection, use, disclosure and handling of personal information.

We endeavour to protect any personal information that we hold from misuse and loss, and to protect it from unauthorised access, modification and disclosure.

For our complete Privacy Policy or for further information please contact our Privacy Officer during normal business hours on (08) 8291 2300.

**The General Insurance Code of Practice**

Underwriters at Lloyd's and Millennium Underwriting Agencies Pty Ltd proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry.

**Dispute Resolution**

We will do everything possible to provide a quality service to you. However, we recognise that occasionally there may be some aspect of our service or a decision we have made that you wish to query or draw to our attention.

Any enquiry or complaint relating to this Insurance should be referred to the Complaints Officer at Millennium Underwriting Agencies in the first instance.

If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should contact Peter Fryer at:

Lloyd's Australia Limited  
Suite 2, Level 21  
Angel Place  
123 Pitt Street  
Sydney NSW 2000

Telephone Number: (02) 9223 1433  
Facsimile Number: (02) 9223 1466  
Email: [peter@lloydsaustralia.com.au](mailto:peter@lloydsaustralia.com.au)

Following receipt of your dispute, you will be advised whether your dispute will be handled by either Lloyd's Australia or the Policyholder & Market Assistance Department at Lloyd's in London.

If your dispute is not resolved in a manner satisfactory to you, they will then provide retail clients eligible for referral to the Financial Ombudsman Service (FOS) with details of that body. FOS is an independent body that operates nationally in Australia and aims to resolve disputes between you and your insurer.

Retail clients not eligible for referral to the FOS, and wholesale clients, may be eligible for referral to the Financial Ombudsman Service (UK).

**Evidence of Value**

Please retain receipts of purchase or proof of value of all property insured by this Policy so that you can prove the amount of any loss if you have to claim under this policy.

**Cooling-off Information**

You have a cooling-off period. During the cooling-off period, you may return your policy to your Financial Services Provider to obtain a refund.

You may do this by notifying your Financial Services Provider in writing or electronically.

You may only exercise this right during the period of 14 days starting at the earlier of:

- The time you received confirmation of this insurance transaction, or
- The end of the 5<sup>th</sup> day after the day on which the policy was issued to you.

You cannot exercise this right at any time after:

- You have exercised a right or power under your Policy (e.g. you have made a claim), or
- Your rights or powers under the policy have ended.

If your policy is for an event that will start and finish within the 14 day cooling-off period, you can only exercise your right before the event starts or the expiry of the cooling-off period, whichever is the earlier. For example, for travel insurance, the commencement of the journey is the event.

If you exercise your right to return this policy then it is terminated with effect from that time.

Your Financial Services Provider will give you a pro rata refund. Your Financial Services provider may deduct from the refund:

- Any tax which we have been paid or must be paid and which is not refundable, and
- Any reasonable administration and transaction costs.

**Third Party Interests**

You must inform us of the interests of all third parties (e.g. financiers, lessors) to be covered by this insurance. We will protect their interests only if you have informed us of them and we have noted them on the Certificate.

**Our agreement with you**

This Policy is a legal contract between you and us. You pay us the premium, and we provide you with the cover you have chosen as set out in the Policy, occurring during the period of insurance shown on your Policy Schedule or any renewal period.

**Your Policy**

Your Trade Pack Insurance Policy consists of the Policy Terms and Conditions in this document and the Policy Schedule we give you.

Please read your Policy carefully, and satisfy yourself that it provides the cover you require.

If you want more information about any part of your Policy, please ask us, or your Insurance Broker or Intermediary.

You should keep your Policy Document and Policy Schedule together in a safe and convenient place for future reference.

**Preventing our right of recovery**

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this Policy, we will not cover you under this Policy for that loss, damage or liability.

**How Goods and Services Tax affects payments we make**

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled if you made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number and Taxable Percentage.

**Approved Claim Preparation Costs**

In addition to the amount of cover provided by each cover section we will pay up to \$25,000 for reasonable professional fees and such other expenses incurred by you for the preparation of a claim under a cover section. Provided that before you incur these claim preparation costs you obtain our written approval to incur these costs.

**Emergency Mitigation Costs**

In the case of an emergency where you are required to prevent further loss or damage to your property as a direct result of that emergency, and the property is covered by your policy, we give you the authority to arrange these emergency repairs on our behalf.

**Repairs to Damage by You**

When we agree that the repair of the damage can be undertaken by you or your employees, we agree to pay your labour costs and overhead expenses subject to the Limitations of Cover. However we will not pay more than the amount required by a competent contractor to do the same work.

The following definitions shall apply to the words used in your policy.

**Act of terrorism**

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

**Australia**

means the Commonwealth of Australia and all of its States and Territories including all external Territories, all referred to in this policy as Australia.

**Business**

means the business described in the schedule.

**Cover section**

means the individual coverage that we give you that attaches to and forms part of your policy when this is shown in the schedule, for example General Property and Liability.

**Excess**

means the first amount of each claim. The amount of the excess is shown in the schedule.

**Insured amount**

means the insured amount shown in the schedule declared for each category of property insured under cover sections applying to this policy.

**Mobile Plant**

means plant that is provided with some form of self propulsion which is under the control of an operator. Examples of mobile plant include, but are not limited to:

- Tractors
- Forklifts (both driven and pedestrian operated)
- Tip trucks
- Rollers
- Graders
- Cherry pickers
- Concrete delivery vehicles

**Money**

means coins, bank notes or negotiable instruments such as, but not limited to, cheques, stamps, money orders, vouchers and tickets being the property of the business.

**Period of insurance**

means the Period of Insurance shown in the schedule or any subsequent period for which we have agreed to renew or extend the cover.

**Pollutants**

means any solid, liquid, gaseous or thermal irritant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals or waste. Waste includes but is not limited to material to be recycled, reconditioned or reclaimed.

**Premium**

means the amount(s) shown in the schedule that you have to pay inclusive of all charges for the cover we provide.

**Schedule**

means the schedule document that we give you that attaches to and forms part of your policy.

**Stock**

means movable Insured Property comprising stock in trade, including all stock in trade owned, held on trust, or held on commission by you or for the custody of which you are legally liable.

**Vehicle**

means any type of machine on wheels or self laid track made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine.

**Watercraft**

means any vessel, craft or thing made or intended to float on or in or travel on or through or under water.

**Year**

means a period of 365 consecutive days or 366 consecutive days in a leap year.

**Introduction**

This cover section only forms part of your policy when “Liability” is shown in the schedule under ‘What’s covered’ and is limited to the period of insurance indicated.

**Definitions**

The following definitions shall apply to the words used in this cover section.

**Aircraft**

means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.

**Business**

means the business described in the Schedule including the provision and management of canteens, social, sports and welfare organisations for the benefit of Your employees, first aid, fire and ambulance services and the maintenance of Your premises.

**Deductible**

means the amount You first bear in relation to each Occurrence. The Deductible applies to all amounts payable under this Policy.

**Limit of Liability**

means the applicable Limit of Liability specified in the Schedule.

**Medical Persons**

means qualified medical practitioners, nurses, dentists and first aid attendants.

**Occurrence**

means an event which results in Personal Injury or Property Damage, neither expected nor intended from Your standpoint. All Personal Injury or Property Damage arising out of continuous or repeated exposure to substantially the same general conditions shall be construed as arising out of one Occurrence.

**Period of Insurance**

means the period specified in the Schedule.

**Personal Injury**

means:

- bodily injury (and this expression includes death and illness), disability, shock, fright, mental anguish, mental injury;
- false arrest, wrongful detention, false imprisonment or malicious prosecution;
- wrongful entry or eviction;
- a publication or utterance of a libel or slander or other defamatory or disparaging material;
- assault and battery not committed by You or at Your direction unless reasonably committed for the purpose of preventing or eliminating danger to persons or property.

**Policy**

means this document and each memorandum issued by Us attached, or intended to be attached, to it.

**Pollutants**

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes, but is not limited to, material to be recycled, reconditioned or reclaimed.

**Property Damage**

means

- physical damage to or loss or destruction of tangible property including any resulting loss of use of that property, or
- loss of use of tangible property which has not been physically damaged, lost or destroyed provided such loss of use is caused by an Occurrence.

**Schedule**

means the most current memorandum or memoranda issued by Us in connection with this Policy.

**Territorial Limits**

means anywhere in the world subject to Exclusions – Territorial Limits & Exports to the USA or Canada.

**Vehicle**

means any type of machine on wheels or self laid track made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine.

**Watercraft**

means any vessel, craft or thing made or intended to float on or in or travel on or through or under water.

**You/Your**

means:

- the Insured named in the Schedule including as if they were You;
- all the subsidiary companies (now or subsequently constituted) of the named Insured specified in the Schedule provided their places of incorporation are within Australia or any Territory of Australia;
- every director, executive officer, employee, partner or shareholder of one of the Insured designated in the first two paragraphs above but only whilst acting within the scope of their duties in such capacity;
- every principal, in respect of that principal's liability for one of the Insureds designated in the first two paragraphs above caused by the performance of work for that principal, but subject always to the extent of coverage and the Limit of Liability provided by this Policy;
- every office bearer or member of social and sporting clubs, canteen and welfare organisations and first aid, fire and ambulance services formed with Your consent (other than an Insured designated in the 4<sup>th</sup> & 5<sup>th</sup> paragraph above in respect of claims arising from their duties connected with the activities of any such club, organisation or service. This Insurance shall not apply to Personal Injury to or Property Damage of any participants of any game, match, race, practice or trial;
- each partner, joint venturer, co-venturer or joint lessee of the Insured named in the Schedule but only;
  - with respect to liability incurred as the partnership, joint venture, co-venture, joint lease, and
  - provided the partnership, joint venture or co-venture or joint lease has been notified to Us within 60 days of formation and has been endorsed on the Schedule;

- any director or senior executive of the Insured in respect of private work undertaken by Your employees for such director or senior executive. “You/Your” does not include the interest of any other person other than as described in paragraph 1 and 6 above.

**Your Products**

means any goods, products and property (after they have ceased to be in Your possession or under Your control), which are or is deemed to have been manufactured, grown, extracted, produced, processed, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed by You (including any container thereof other than a vehicle).

**Act of Terrorism**

means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with 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.

**Cover**

In consideration of the payment to Us of the amounts payable for this insurance, We will indemnify You in accordance with this Policy.

**Liability**

We will pay in respect of Personal Injury or Property Damage happening during the Period of Insurance and caused by an Occurrence within the Territorial Limits in connection with Your Business.

**Defence of claims**

With respect to the indemnity provided by this Policy We will:

- defend in Your name and on Your behalf any claim or legal action against You seeking damages on account of Personal Injury or Property Damage even if the action is groundless, false or fraudulent, and We will investigate, negotiate and settle any claim or legal action as We see fit;
- pay all legal costs and expenses incurred by Us and all interest accruing after entry of judgment until We have paid, tendered or deposited in court such part of the judgment as does not exceed the Limit of Liability;
- reimburse You for all reasonable expenses, other than loss of earnings, incurred in connection with the defence of a claim or legal action with Our consent.
- pay reasonable expenses incurred by You for first aid to others at the time of Personal Injury caused by an Occurrence (other than medical expenses prohibited by Section 126 of the Health Insurance Act 1973).

Provided that:

- We will not be obliged to pay any claim or judgment or to defend any claim or legal action after the Limit of Liability has been exhausted by payment of judgments or settlements;
- if a payment exceeding the Limit of Liability has to be made to dispose of a claim, Our liability to pay any costs, expenses and interest under section 2.2 will be limited to that proportion of those costs, expenses and interest as the Limit of Liability bears to the amount paid to dispose of the claim.

The amounts thus incurred, except payments in settlement of claims, suits and all costs awarded against You, are payable by Us in addition to the Limit of Liability.

**Limit of Liability**

- Our maximum liability in respect of any claim or any series of claims for Personal Injury or Property Damage caused by or arising out of one Occurrence shall not exceed the Limit of Liability.
- Our total aggregate liability during any one Period of Insurance for all claims arising out of Your Products shall not exceed the Limit of Liability.

**Exclusions**

This Policy does not cover liability in respect of:

**Employment Liability**

- Personal Injury to any employee arising directly or indirectly out of or in the course of their employment in Your Business, providing this exclusion does not apply in respect of liabilities for injuries which are not compensated under the workers compensation legislation in Queensland where employment is not the major significant factor causing the injury;
- any claim or claims arising out of the provisions of any workers' compensation legislation or any industrial award, agreement or determination;
- which You are or would have been entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any legislation relating to workers' or workmens compensation including any legislation of any State or Territory (whether insurance is effected or not).

For the purpose of this Exclusion employees shall mean any person engaged under a contract of service or apprenticeship with You but does not include any person employed under such a contract who is excluded from the definition of worker under any workers compensation legislation.

**Property in custody or control**

Property Damage to:

- property owned by or leased or rented to You, or
- property in Your physical or legal control.

But this exclusion does not apply to liability for Property Damage to:

- premises (including landlords fixtures and fittings) which are leased or rented to You.
- premises (or their contents) not owned, leased or rented by You but temporarily occupied by You for work therein;
- Vehicles (not belonging to or used by You) in Your physical or legal control where the Property Damage occurs while the vehicles are in a car park owned or operated by You, unless You own or operate the car park for reward;
- the property of an employee of one of You;
- property (excluding any Vehicle which is registered or which is required under any legislation to be registered) in Your physical or legal control for the purpose of repair, service, maintenance or alteration or which is on temporary hire or loan to You, subject to a maximum indemnity of AUD \$50,000 for any one Occurrence.

**Product defect**

Property Damage to Your products if the damage is attributed to any defect in them or to their harmful nature or unsuitability.

**Loss of use**

Loss of use of tangible property which has not been physically injured, or lost or destroyed resulting from:

- a delay in or lack of performance by or on Your behalf of any agreement;
- the failure of Your Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You, but this exclusion does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical damage to or loss or destruction of Your Products after they have been put to use by any person or organisation other than one of You.

**Product recall**

Claims arising out of or resulting from the withdrawal, inspection, repair, replacement or loss of use of Your Products or of any property of which they form a part, if such Products or property are withdrawn from the market or from use because of any known or suspected defect or deficiency in them.

**Aircraft, aircraft products and watercraft**

Claims arising out of

- the ownership, maintenance, operation or use by You of:
  - any Aircraft, or
  - any Watercraft exceeding 10 metres in length, except where such watercraft are owned or operated by others and used by You for business entertainment.
- Your Products that are Aircraft component parts used for maintaining an Aircraft in flight or moving upon the ground or used in the construction of an Aircraft hull or machinery which to Your knowledge are incorporated in an Aircraft.

**Vehicles**

Personal Injury or Property Damage arising out of the ownership, possession, operation, maintenance or use by You of any Vehicle:

- which is registered or which is required under any legislation to be registered, or
- in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected).

The above do not apply to:

- Personal Injury where:
  - that compulsory liability insurance or statutory indemnity does not provide indemnity and
  - the reason or reasons why that compulsory liability insurance or statutory indemnity does not provide Indemnity do not involve a breach by You of legislation relating to Vehicles.
- Property Damage arising out of and during the loading or unloading of goods to or from any Vehicle.
- Property Damage caused by or arising from the operation or use of any Vehicle which is designed primarily for lifting, lowering, loading, unloading, whilst being operated or used by You or on Your behalf within the confines of Your premises.
- Property Damage caused by the use of any tool or plant forming part of or attached to or used in connection with any Vehicle (excluding whilst the vehicle is travelling, transporting or carting goods) at any work site.

**Contractual liability**

Any obligation assumed by You under any agreement or contract except to the extent that:

- the liability would have been implied by law;
- the liability arises from a provision in a contract for lease of real or personal property other than a provision which obliges You to effect insurance or provide indemnity in respect of the subject matter of that contract;

- the liability is assumed by You under a warranty of fitness or quality as regards to Your Products;
- the obligation is assumed under those agreements specified in the Schedule.

**Professional liability**

The rendering of or failure to render professional advice or service by You or any related error or omission but this exclusion does not apply to:

- the rendering of or the failure to render professional medical advice by Medical Persons employed by You to provide first aid and other medical services on Your premises, or
- Personal Injury or Property Damage arising therefrom providing such professional advice or service is not given for a fee.

**Libel and Slander**

The publication or utterance of a libel or slander:

- made prior to the commencement of the Period of Insurance, or
- made by You or at Your direction with knowledge of its falsity, or
- related to advertising, broadcasting or telecasting activities conducted by You or on Your behalf.

**Radioactivity**

Personal Injury or Property Damage directly or indirectly caused by, contributing to or arising from:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission;
- nuclear weapons material.

**War**

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or expropriation including lawful seizure, resumption, confiscation, nationalisation, destruction or damage to property by or under the order of any Government or public or local authority.

**Pollution**

- Personal Injury or Property Damage caused by or arising out of the discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere, or any water course or body of water, but this exclusion does not apply if the discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place;
- Any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution but this exclusion does not apply to cleanup, removal or nullifying expenses only, which are consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in Personal Injury and/or Property Damage.

Our Liability under the above clauses in respect of any one discharge, dispersal, release, escape and for all discharges, dispersals, releases and escape of Pollutants during any one Period of Insurance shall not exceed the Limit of Liability.

**Territorial limits**

- Claims made and actions instituted within the United States of America or Canada or any other territory coming within the jurisdiction of the courts of the United States of America or Canada.
- Claims and actions to which the laws of the United States of America or Canada apply.

Provided that:

- the above Exclusions do not apply to claims and actions arising from the presence outside Australia of any person who is normally resident in Australia and who is not undertaking manual work or supervision of work of any kind whilst in the United States of America or Canada;
- the Limit of Liability in respect of coverage provided under the above paragraph is inclusive of all costs, expenses and interest.

### **Exports to the USA or Canada**

Claims in respect of Personal Injury or Property Damage caused by or arising out of Your Products knowingly exported by You, or Your agents or servants, to the United States of America or Canada.

### **Asbestos**

Personal Injury or Property Damage (including loss of use of property) directly or indirectly caused by or arising from:

- the mining, processing, transportation, distribution and/or storage of asbestos;
- the manufacture of asbestos products or processing of materials containing asbestos;
- any process of decontamination, treatment, removal or control of asbestos. This exclusion applies only to those claims arising in consequence of inhalation of asbestos fibre or damage to or loss of use of property due to the presence of asbestos.

### **Faulty workmanship**

Property Damage to that part of any property upon which You are or have been working where the Property Damage arises from Your work or the cost of performing, correcting or improving any work undertaken by You.

### **Fines, Penalties**

Fines, penalties or liquidated damages.

### **Punitive damages**

Punitive damages, exemplary damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages.

### **Assault and battery**

Personal Injury or Property Damage caused by or arising from assault and battery committed by You or at Your direction unless reasonably necessary for the protection of persons or property.

### **Terrorism**

Personal Injury or Property Damage of whatsoever nature directly or indirectly caused by, resulting from or in connection with any:

- Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Personal Injury or Property Damage; or
- action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

**Introduction**

This cover section only forms part of your policy when General Property is shown in the schedule and is limited to the period of insurance indicated.

**Definitions**

The following definitions shall apply to the words used in this cover section.

**Damage or Damaged**

means accidental physical damage, destruction or loss.

**Item or Items**

means an Item or Items that are shown in the schedule.

**Cover**

We will pay up to the insured amount for the cost of repairing or replacing items that are damaged during the period of insurance.

**Limitations of Cover****Geographical Limits**

Cover applies to damage that occurs anywhere in the world , unless cover is limited by an endorsement shown in your schedule.

**Excess**

You are liable for the excess for each and every event that results in damage.

**Obsolete Items or Improvements**

If an item cannot be purchased as a new item or if an item cannot be repaired or replaced without improving the output, capacity or efficiency of that item then we will only pay the cost of replacing or repairing that item less an amount equal to the value of any such improvement(s).

**Unspecified Items**

When cover is shown in the schedule for Unspecified Items, cover is limited to a maximum amount of \$2,000 for any one item.

Provided that we will not pay for Excluded Items.

**Reduced Insured Amount**

The insured amount for the period of insurance will be reduced by any payment made or due to be made under this cover section.

**Exclusions****Excluded Causes**

We will not pay for damage caused by or arising from:

- the actual breaking, seizing, deformation or melting of any part of any item while that item is in use that is caused by mechanical, electrical or electronic defect within the item that causes sudden malfunction that requires repair or replacement before the item can resume normal operation;
- corruption or loss of data;
- vermin or insects;

- scratching, denting, chipping or other aesthetic defects that do not affect the operation or function of the item;
- gradually operating causes such as, but not limited to, wear and tear, atmospheric conditions, mildew, corrosion, disease, fading, rusting or other forms of oxidisation; or
- faulty materials, faulty workmanship or latent defect.

**Excluded Items**

We will not pay for the following items unless they are specified in the schedule:

- mobile plant, motorised vehicles, watercraft, aerial devices;
- stock;
- mobile telephones and radios, sporting equipment, video equipment;
- computers, electronic diaries, organisers or their accessories;
- firearms; and
- money.

**Consequential Loss**

We will not pay for consequential loss of any kind.

**Optional Limitations****Restricted Cover**

If 'Restricted Cover' is shown in the schedule then cover is limited to loss or damage caused by:

- fire, storm, water, explosion, impact by a vehicle;
- earthquake, aircraft, malicious damage, but not theft;
- collision or overturning of a vehicle; and
- theft following visible, forcible and violent entry to locked vehicles or locked premises.

**Fire Excluded**

If the peril of Fire is shown as being excluded in the schedule then damage due to fire is not covered by this cover section.

**Service of Suit**

The Underwriter hereon agree that:

- (i) In the event of a dispute arising under this insurance, the Underwriters at the request of the Assured 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 the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia  
Suite 2, Level 21  
Angel Place  
123 Pitt Street  
Sydney NSW 2000

who has authority to accept service and to enter an appearance on the Underwriters' behalf, and who is directed at the request of the Assured to give a written undertaking to the Assured that he will enter an appearance on the Underwriters' behalf.

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

**Millennium Underwriting Agencies Pty Ltd**  
AFS Licence No. 246721

**South Australia**  
PO Box 309, Kent Town, SA, 5071  
176 Fullarton Road, Dulwich, SA, 5065  
Ph: (08) 8291 2300  
Fax: (08) 8333 0034

**New South Wales**  
PO Box 833, Artarmon, NSW, 1570  
Level 1, Suite 19, 401 Pacific Highway, Artarmon, NSW 2064  
Ph: 1300 789 642  
Fax: 1800 654 642