



Trade Pack Policy Wording



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1 About this Document

You should read all sections of this VIZ Insurance Trade Pack Policy Wording before making a decision to acquire this insurance. This document (and accompanying material) contains important information about the cover provided which You need to understand before deciding to purchase this product.

2 Your Insurance Policy

Your Policy is a contract between You and Ivory Insurance.

It confirms that, in return for payment of Your premium, We have agreed to cover You, in accordance with the terms detailed in the documents referred to below.

1. This **Policy Wording** – This document explains the standard terms and conditions, cover exclusions, limits, definitions, important policy information and when You need to notify Us of certain matters for the available insurance cover.
2. **Your Policy Schedule** - This sets out Your chosen Policy conditions including cover selected and exclusions, sum insured, Period of Insurance, premium, payment details, excess amounts, Specified Items and confirms the information You have told Us about Your business.
3. Any other changes or variations to Your Policy during the Period of Insurance that have been agreed to and recorded in:
 - a. any updated Policy Schedule, and
 - b. any other notice or document, sent to You by or on behalf of VIZ Insurance.

You should read Your Policy carefully and, if it is not correct, please call VIZ Insurance to update it. This is an important document, and You should save it in a secure place with all other documents relating to this insurance. Copies of this Policy wording can also be downloaded from vizinsurance.com.au.

In entering into Your Policy, We rely on the information and statements that You provided when applying for this insurance. Please refer to section 5 “Duty of Disclosure” on page 5 for more detail on Your disclosure obligations and Our rights if You fail to meet them.

Defined terms are represented by capitalised first letters.

We will only rely on any rights We have regarding the operation of or breach of a term of the Policy (including any condition or exclusion) to the extent permitted by law (including Our right to refuse or reduce a claim). See section 14.5 “When We can refuse to pay or reduce the amount We pay under a claim” on page 28 for more details.

Certain persons or entities who are not You and are not contracting parties may be entitled to access cover by reason of the Insurance Contracts Act 1984 (Cth). See section 14.1 “Third Party Beneficiaries” on page 27 for more detail. No insurance is provided in relation to the interest of any persons other than You or a Third Party Beneficiary.

3 About Ivory Insurance and VIZ Insurance

Policies are issued by Ivory Insurance Pty Limited ABN 54 608 092 566. Ivory Insurance is a general insurance company authorised by the Australian Prudential Regulation Authority (APRA) to issue general insurance products.

VIZ Insurance Pty Ltd (VIZ Insurance) ABN 49 615 973 487 is an Australian Financial Services Licensee, Australian Financial Services Licence No. 494857. VIZ Insurance arranges this insurance as an agent of the insurer, Ivory Insurance, and not as an agent for You. VIZ Insurance holds a binding authority from Ivory Insurance, which allows VIZ Insurance to arrange, issue and distribute this insurance on behalf of Ivory Insurance.

VIZ Insurance's contact details are:

Phone 1300 216 226

Email hello@vizinsurance.com.au

Post Suite SR118 Coffs Central, 35 – 61 Harbour Drive Coffs Harbour NSW 2450

VIZ Insurance's contact details can also be found at VIZ Insurance's website, [Contact Us | Viz Tradies Insurance](https://vizinsurance.com.au) (vizinsurance.com.au). You should contact VIZ Insurance in the first instance in relation to this insurance.

Any reference in this Policy to "We", "Our" and "Us" means Ivory Insurance Pty Limited acting through its agent VIZ Insurance Pty Ltd trading as VIZ Insurance (ABN 49 615 973 487 AFSL 494857).

4 General advice warning

Any advice about this Trade Pack insurance that We give is of a general nature. We do not take into account anyone's individual objectives, financial situation or needs. You should carefully read this document and any other documents that form part of the Policy to ensure this insurance meets Your needs. You should consider obtaining personal advice from a professional who is authorised to provide such advice (such as an insurance broker or financial adviser) before making any decision.

5 Duty of Disclosure

Before entering into this insurance contract, You have a duty to tell us anything that You know, or could reasonably be expected to know, as it may affect Our decision to insure You and on what terms. You must answer Our questions honestly, accurately and to the best of Your knowledge. This duty applies to You and anyone else insured under the policy. If You answer for another person, we'll treat Your answers as theirs. Your duty continues until we insure You. If You don't meet this duty, we may cancel Your policy or treat it as if it never existed. Your claim may also be rejected or not paid in full. Please read and make sure You understand Your Duty of Disclosure.

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

- reduces the risk We insure You for;
- is common knowledge;
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

If You do not tell Us something You are required to disclose, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both, in accordance with the terms of the Insurance Contracts Act 1984 (Cth). If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed and invalidate it from its beginning.

Misrepresentations - Under the Insurance Contracts Act 1984 (Cth), if You make a misrepresentation to Us before You enter into the contract (this includes on renewal, extension, variation or reinstatement of an insurance contract), to the extent permitted by law, We may reject or not fully pay Your claim, in accordance with the terms of the Act. We may also, or as an alternative, cancel Your insurance or if the misrepresentation was fraudulent, treat it as if it never existed and invalidate it from its beginning.

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. For example, a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided. We will not treat something as a misrepresentation merely because You failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

Answering Our questions - Answers to Our questions help Us decide whether to provide You with insurance and if so, on what terms. The duty must be complied with when answering them.

When answering Our questions:

- take reasonable care to make sure Your answers are true, honest, up to date and complete in all respects (including if You are answering for others). You may breach the duty if You answer without any care as to its truth or if You only guess or suspect the truth. If in doubt, pause the application and obtain the facts before answering; and
- if another person is answering for You, We will treat their answers as Yours. In such a case You should check the questions have been answered correctly on Your behalf by them.

6 General Conditions

The following general conditions apply to all sections and covers within this Policy.

6.1 Electronic communication

We will ask You to agree to Us sending Policy documents and notices to You electronically. You are responsible for making sure the email address You provide is up to date at all times by contacting Us on 1300 216 226. Any electronic communication sent by or on behalf of Us will be deemed to have been received by You on the day it is sent and leaves Our information system.

6.2 Cooling off period

You have a cooling off period of twenty-one (21) days from the date We first issue the Policy and on any renewal. During this period, You can return the Policy and receive a refund of the premium paid unless:

- a claim has been made; or
- an event has occurred that could give rise to a claim on the Policy;

We may deduct from the refund amount any government taxes or duties We cannot recover.

After the cooling off period has ended, You still have cancellation rights (refer to section 6.5 “Cancelling this Policy” on page 7 for full details).

6.3 Premium Payments

You may choose to pay Your premium in monthly installments or one annual payment.

For Monthly Instalments - You will be required to pay Your premium one month (instalment) in advance starting from the beginning of the Period of Insurance; You must pay Your instalments of premium by the due date.

Non-payment of premium instalments - If any premium instalment payment remains unpaid for a period of 30 days or more, We can, to the extent permitted by law, refuse to pay a claim and cancel Your Policy without notice. An instalment will be considered unpaid if it cannot be deducted from Your nominated account or credit card.

Payment of premium in full before claims settlement - If a claim is for the total loss of Your insured property, the remaining instalments due on the total Policy premium for the Period of Insurance will be deducted from the total amount of any claim settlement to be paid.

Payment of overdue premium in full before claims settlement - In instances where any payment of premium is overdue, but Your Policy has not been cancelled or Your claim has not been refused, any overdue premium will be deducted from the total amount of any claim settlement to be paid.

Payment reminder - Any payment reminder VIZ Insurance sends You does not change the expiry of the Period of Insurance or the due date of payment of premium unless We tell You otherwise.

There are various factors that We take into consideration when setting premiums. These pricing factors include but are not limited to Your occupation, location, number of employees, selected sum insured and Excess amount. The amount You pay also includes a policy fee and any compulsory government charges, taxes or levies (including stamp duty and GST) in relation to Your Policy.

We may change Your premium from the renewal date but will notify You of the change prior to that date. When You renew Your insurance Your premium may change, even if Your circumstances have not. This is because the premium You pay is also affected by the cost of claims We have paid, or expect to pay, to other policy holders and updated data We have available to calculate Your premium.

6.4 Obligation to comply with Policy terms and conditions

If You don't meet Your obligations under the Policy terms and conditions We may refuse or reduce what We pay in relation to a claim and/or cancel Your Policy, subject to relevant law. See "Cancelling this Policy" below for further information.

6.5 Cancelling this Policy

You may cancel Your Policy by simply calling 1300 216 226. Cancellation will take effect on the date VIZ Insurance receives Your request to cancel Your Policy. Your Policy with Us ends from the time of cancellation. A pro-rata refund will be issued from the date of the cancellation for any amount You have paid in advance. The Policy Fee and Policy Fee GST are non-refundable outside of the cooling off period.

Unless otherwise provided for in Your Policy, **We may cancel the Policy** pursuant to any right at law and as set out in the Insurance Contracts Act 1984 (Cth) by giving You written notice to that effect. This includes where You fail to pay Your premium by a due date, fail to comply with a provision of the Policy or fail to comply with the duty of disclosure. When We cancel the Policy, other than for a failure by You to pay an instalment of Premium for at least one month it will have effect from whichever of the following times is the earliest (unless We tell You otherwise in the cancellation notice):

- the time when another policy of insurance replacing the Policy is entered into by You with Us or another insurer; or
- 4pm of the third (3rd) business day after the day on which notice was given to You unless specified otherwise or the Policy is in force because of section 58 of the Insurance Contracts Act 1984 (Cth), in which case the cancellation will have effect from 4 pm on the fourteenth (14th) business day after the day on which notice was given to You.

If a premium payment remains unpaid for 30 days beyond the payment due date, the policy will be cancelled on the 30th day with effect from the date the policy was paid up to.

6.6 When to let Us know if something changes

If something changes You can update Your Policy by simply calling Us on 1300 226 216. Please ensure that Your Policy information is accurate and complete.

Apart from a claim, after the Policy is purchased there may be times when You need to let VIZ Insurance know when something changes.

You must tell Us about any changes to:

- the information in Your Policy Schedule;
- Your Business Activities; or
- interests of parties noted on the Tools of Trade cover section of the Policy.

If any changes need to be made to the Policy and We agree with them, We will send You an updated Policy Schedule. We will also advise if a different premium applies. We may, acting reasonably and subject to

applicable law, refuse to accept the change, cancel Your Policy or choose not to renew Your policy. Approved changes will only take effect from the date of notification or the requested effective date, whichever is sooner.

If You do not tell Us about any changes required to be notified above, We may, acting reasonably and subject to applicable law, reject or not fully pay Your claim or require You to repay any money paid to You for Your claim or cancel Your insurance.

You should also review the suitability of cover on an ongoing basis. The appropriateness of the type of cover chosen and its terms, limits and applicable Excess(es) should be reviewed on a regular basis to ensure it remains appropriate (including on any variation or renewal). If not, the cover may not be sufficient, and You may have to bear any loss that is not covered.

Certificate of Currency -You can call Us on 1300 216 226 to update Your details or if You wish to request a certificate of currency (e.g. for financiers or lessors) on the Legal Liability, Tools of Trade or Tax Audit cover sections of the Policy.

6.7 When Your Policy is due for renewal

Before the end of Your Period of Insurance We will send You a notice advising if We are prepared to renew this insurance and if so on what terms, including the cost.

You must check that the cover types, amount(s) of cover, Specified Items, Excesses and other matters specified in the notice are up to date and accurate and that the cover still meets Your needs.

Any optional benefits You have been provided with and existing Excesses will be automatically included with any renewal offer We make unless We tell You otherwise in the notice.

If You pay Your premium by instalments and are happy with the proposed renewal terms and You don't need to notify Us of any matter required in order to meet Your duty of disclosure, You won't need to contact Us. If We don't hear from You by the expiry date, We will automatically renew the Policy on the terms proposed. Where You have provided Us with a nominated bank account or credit card, We will also deduct the instalments for the renewed Policy, unless You tell Us not to.

If You pay Your premium annually and are happy with the proposed renewal terms and You don't need to notify Us of any matter required in order to meet Your duty of disclosure, You won't need to contact Us. If You pay the renewal premium before the expiry of Your current Policy We will automatically renew the Policy on the terms proposed. If You do not pay by the expiry, Your Policy will not be renewed and Your existing Policy will end.

If You don't want to take up the renewal offer please contact Us before the expiry of Your existing Policy.

Each renewal is a separate Policy, not an extension of the prior Policy and the cooling off period applies on each renewal.

6.8 Jurisdiction

In accepting this insurance We agree that if a dispute arises under this insurance they will be subject to Australian law and practice and We will submit to the jurisdiction of any competent court in the Commonwealth of Australia.

6.9 Making a claim

Making a claim couldn't be easier. You are required to notify Us of potential, or actual claims as soon as possible. To do so, simply visit vizinsurance.com.au/claim-form or call Us on 1300 216 226. Once Your claim is notified, You will be advised of the next steps. For more detailed information to help settle Your claim, considerations and how claims will be treated, please refer to section 11 "Claims" on page 22.

INSURANCE COVER DETAILS

7 Legal Liability Cover

7.1 Legal Liability Cover

You will be covered under Your Policy for amounts You become legally liable to pay as compensation in respect of Personal Injury or Third Party Property Damage which happened during the Period of Insurance as the result of an Occurrence in connection with Your Products or Business Activities. This cover is provided up to an aggregate Limit as specified under the 'You Are Covered For' section of Your Policy Schedule.

The cover under this Legal Liability section is also extended to any new organisation acquired by You during the Period of Insurance through consolidation, merger, purchase of the assets of or assumption of control and active management or creation, provided that:

- i. such acquisition is notified to Us within 90 days;
- ii. We give notice in writing to You that such new organisation shall be covered by the Policy; and
- iii. You pay any additional premium that We may require in respect of such new organisation. Your

cover under this section also includes:

1. **Reasonable legal costs** - if You have a valid claim for indemnity for amounts You may become legally liable to pay as compensation, We will pay the legal costs incurred to defend or settle the claim and if We provide prior written consent to You to defend or settle a claim, You are also covered for the reasonable legal costs You incur;
2. **First Aid Costs** - We will pay any expenses incurred by You for first aid to others at the time of an Occurrence which gives rise to a valid claim under this Legal Liability section;
3. **Property in Your physical or legal control** - You will be paid up to \$250,000 in the aggregate for the Period of Insurance, for Physical Loss, Destruction or Damage to property not owned by You, but legally under Your physical or legal control, including while undergoing any process or being worked on, except for:
 - a. damage to property temporarily in Your possession for the purpose of being worked upon, where the damage arises solely of Your work;
 - b. property not owned by You, but for which You have agreed to obtain insurance, not under this Policy;
 - c. property not owned by You, that is or could be recorded as a Tools of Trade Specified Item;
 - d. motor Vehicles in a car park if the car park is owned or operated by You for reward;
 - e. motor vehicles being driven beyond the boundaries of Your premises or on any public road, unless that vehicle is separately insured under a valid motor insurance policy.
 - f. building(s) that You have hired, leased or rented under a separate agreement;
 - g. property in transit.
4. **Loading and unloading of registered Vehicles** - We will pay for any loss or damage to the property of a third party arising out of, or during, loading and unloading to or from any Vehicle in the course of Your Business Activities;

5. **Employers liability, loss of consortium** - We will pay for amounts You become legally liable to pay for loss and damage suffered by the spouse or family member of any of Your Employees' injured or killed as a result of Your negligence, wrongful or intentional acts, provided the liability is not insured or required to be insured by a Workers Compensation Insurer;
6. **Workers Compensation Recoveries** - We will cover You for Your liability for demands, recoveries or proceedings of Workers Compensation providers in respect of amounts paid or payable by You as a result of Personal Injury arising from an Occurrence;
7. **Queensland Electricians** - where You are licensed by the Electrical Safety Office of Queensland and You perform domestic Electrical Work during the Period of Insurance as part of Your Business Activities in the state of Queensland, We will cover You up to \$50,000 for each Occurrence for liability arising from:
- a. rectifying any domestic Electrical Work because of defects in that work, including:
 - i. the loss of any deposit or progress payment (or any part of any deposit or progress payment); and
 - ii. the cost of alternative accommodation, removal and storage costs that are reasonably and necessarily incurred;
 - b. You contravening the Competition and Consumer Act 2010 (Cth) or the Fair Trading Act 1989 (QLD), other than any fine or penalty imposed by such contravention;
 - c. testing and certification of Your own domestic Electrical Work, and the domestic Electrical Work of others in accordance with the Electrical Safety Regulation 2013;
 - d. incorrect advice or faulty design work You performed as part of the domestic Electrical Work where You did not charge a specific fee for such advice or design work;
 - e. You being terminated as a result of Your wrongful failure, or Your refusal to complete Your domestic Electrical Work;

In this clause "Electrical Work" has the same meaning as "electrical work" in section 18 of the Electrical Safety Act 2002 (Qld).

8. **Western Australian worker extension** – If You are working in Western Australia, We will pay for amounts You become liable for in relation to Personal Injury to any person who is deemed to be employed by You under section 175 of the Workers' Compensation and Rehabilitation Act 1981 (WA), or deemed a "Worker" pursuant to any other section of the Act, other than those persons engaged under a contract of service or apprenticeship with You.

7.2 Legal Liability Conditions

This Legal Liability section of the Policy is subject to the following conditions:

1. Your Excess amount, as displayed in the 'You Are Covered For' section of Your Policy Schedule, is payable by You for each and every Occurrence giving rise to a claim, except Workers Compensation Recovery actions where the Excess is \$25,000.

2. In relation to a valid claim, reasonable legal costs will include payment of reasonable:
 - a. defence costs incurred by You or on Your behalf for demands or proceedings seeking damages, even if any of the allegations of such demands or proceedings is groundless, false or fraudulent;
 - b. charges, expenses and legal costs incurred by Us, including relating to:
 - i. the investigation, defence or settlement of such demands or proceedings;
 - ii. bringing or defending appeals in connection with such demands or proceedings;
 - iii. items recoverable from or awarded against You in any such demands or proceedings;
 - iv. prejudgment interest awarded against You on that part of the judgment payable by Us;
 - v. interest accruing on Our portion of any judgment; and
 - c. other legal costs incurred by You, where We have provided consent (which will not be unreasonably withheld);
3. So far as may be reasonably practicable, no alteration or repair shall be effected to property that is known to be the subject of demands or proceedings without Our consent until We have had an opportunity to inspect that property.

7.3 Legal Liability Specific Exclusions

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

1. **Advertising injury** – acts or omissions made at Your direction with knowledge of:
 - a. the illegality or falsity of those acts or omissions;
 - b. breach of contract, other than misappropriation of advertising ideas under an implied contract;
 - c. incorrect description of the price of Products, goods or services;
 - d. infringement of trademark, service mark or trade name by use as the trade mark, service mark or trade name of the Products, goods or services sold, offered for sale or advertised; or
 - e. failure of the Products, goods or services to conform with advertised performance, quality, fitness or durability;
2. **Aircraft, hovercraft, drones, or watercraft**
 - a. The ownership, possession, maintenance, repair, operation or use of any aircraft, hovercraft, drones, or watercraft by You or on Your behalf;
 - b. any of Your Products which are incorporated into any aircraft, hovercraft, drones, or watercraft;
3. **Asbestos** – asbestos in whatever form or quantity;
4. **Breach of professional duty** – arising out of any breach of duty owed in a professional capacity by You and/or any person(s) for whose breaches You may be held legally liable, but this exclusion shall not apply to liability demands or proceedings:
 - a. arising out of the rendering of or failure to render professional medical advice by medical persons employed by You to provide first aid and other medical services on Your site;

- b. arising out of advice which is given by You for no fee;
 - c. arising out of advice given in respect of the use or storage of Your Products;
5. **Contractual liability** – a contractual liability which has been assumed by You under any contract or agreement that requires You to:
- a. effect insurance over property, either real or personal; or
 - b. assume liability for Personal Injury and/or Third Party Property Damage regardless of fault, provided that this exclusion (a. and b.) shall not apply with regard to:
 - i. Liabilities which would have been implied by law in the absence of such contract or agreement;
 - ii. Terms regarding merchantability, quality, fitness or care of Your Product which are implied by law or statute;
6. **Damage to Products** - for property damage to any Products where such damage is directly caused by a fault or defect in such Products; but this exclusion shall be interpreted to apply with respect to damage to that part and only that part of such Product which has a fault or defect;
7. **Data** - arising out of:
- a. any access to or disclosure of any person's or organisation's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information;
 - b. the communication, display, distribution or publication of data; provided that this exclusion does not apply to Personal Injury arising therefrom;
 - c. the total or partial destruction, distortion, erasure, corruption, alteration, misrepresentation or misappropriation of data;
 - d. error in creating, amending, entering, deleting or using data;
 - e. the total or partial inability to receive, send, access or use data for any time or at all, from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur;
 - f. notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by You or others;
8. **Defamation** - resulting from statements made at Your direction with knowledge that such statements are false;
9. **Demolition** - arising directly or indirectly out of or in any way connected with the demolition and disposal of any Building or structure by You or on Your behalf where the Building or structure exceeds 3.5 metres in height;
10. **Disciplinary and other actions** - arising out of or in connection with any disciplinary action, investigation or professional or registration matter;
11. **Employers liability** - employers liability (except where specifically extended), including:
- a. Personal Injury where You or an Employee is indemnified or entitled to be indemnified under any Policy of insurance required to be taken out pursuant to any legislation relating to

workers' compensation, whether or not You or the Employee is a party to such contract of insurance; or

- b. any scheme created by legislation to provide compensation to persons who sustain Personal Injury arising out of or in the course of their employment; or
- c. any liability, demands or proceedings for Employment Practices;

12. **Faulty Materials and Workmanship** - for the cost of performing, completing, correcting or improving any work undertaken by You and the cost of repairing, replacing or rectifying defects or faults in Your Products except where noted on the Policy Schedule;

13. **Fines and penalties** - fines, penalties, punitive, exemplary or aggravated damages;

14. **Liquidated damages** - arising out of liquidated damages clauses, penalty clauses or performance warranties except to the extent that such liability would have attached in the absence of such clauses or warranties;

15. **Loss of use** - for loss of use of tangible property, which has not been physically lost, destroyed or damaged, directly arising out of:

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

16. **Medical expenses** - any payment of medical expenses in respect of the rendering of a professional service which We are legally prohibited from paying. Medical expenses and professional service shall have the same meaning as the meaning of these terms as used in Section 126 of the Health Insurance Act 1973.

17. **Molestation** - the molestation of, the interference with, the mental abuse or the physical abuse of any person by You or an Employee;

18. **Physical Loss, Destruction or Damage to property owned by You** - for property damage to property owned by You;

19. **Pollution**

- a. for Personal Injury and/or property damage directly or indirectly arising out of Pollution;
- b. for any costs and expenses incurred in preventing the Pollution of, or, testing and monitoring for, containing, removing, nullifying, or cleaning up of, Pollutants or contaminants;

20. **Product guarantee** - for any Product warranty or guarantee given by You or on Your behalf, but this exclusion shall not apply to any warranty or guarantee imposed on You by Commonwealth or State legislation governing Product safety and information;

21. **Product recall** - for damages, costs or expenses arising out of the withdrawal, transport, recall, inspection, testing, repair, reconditioning, modification, re-installation, replacement or loss of use of any

Products where such Products are withdrawn or recalled from the market or from use by any person or organisation because of any known, alleged or suspected defect or deficiency in such Product;

22. **Silica** - silica in whatever form or quantity;

23. **Vehicles** - the ownership, possession, operation or use by You of any Vehicle:

- a. which is registered or which is required under any legislation to be registered; or
- b. for which compulsory liability insurance or statutory indemnity is required by virtue of legislation (whether or not that insurance is effected).

Exclusion a. above will not apply to the cover for the loading or unloading of registered vehicles in the legal liability section of the Policy.

24. **Weakening of support** - arising directly or indirectly out of or in any way connected with vibration, subsidence, underpinning, dewatering or removal or weakening of and/or interference with support to land, Buildings or any other property unless such works are conducted under the supervision of a qualified engineer;

25. **Tree felling** - arising directly or indirectly out of or in any way connected with tree felling, or lopping by You or on Your behalf where the tree exceeds 3.5 metres in height;

26. **Welding and allied processes** - arising directly or indirectly out of or in any way connected with, You or other persons working on Your behalf not having complied with the Australian Standard 1674.1-1997 "Safety in welding and allied processes - Fire precautions" as set out in the Standard or as amended when involved in welding, thermal or oxygen cutting or heating or other related heat producing or spark producing operations;

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

28. **Injury to contractors or subcontractors or labour hire** - arising directly or indirectly from any claim arising from any injury to contractors or subcontractors or labour hire working for or on Your behalf

8 Tools of Trade Cover

8.1 Tools of Trade Cover

If You have selected Tools of Trade Cover, then You will be covered for any Physical Loss, Destruction or Damage to Your Tools of Trade occurring during the Period of Insurance and caused by:

1. Fire, Flood, earthquake, explosion, or collision or overturning of a motor vehicle carrying the Tools of Trade; or
2. Theft by a third party:
 - a. resulting from actual forcible entry evidenced by damage to a securely locked building containing the Tools of Trade at Your home or another person's home or business premises You have authorised; or
 - b. resulting from actual forcible entry evidenced by damage to Your Securely Locked Vehicle containing the Tools of Trade.

This cover is provided up to an aggregate Limit as specified under the 'You Are Covered For' section of Your Policy Schedule.

The aggregate Limit for the Period of Insurance for Your Specified Items and Your Unspecified Items combined is \$25,000, with Unspecified Items having a maximum Limit of \$5,000 per claim and \$1,000 per item. Items valued at greater than \$1,000 must be covered under Specified Items if You want cover above these Limits.

For the avoidance of doubt, there will be no cover under this Policy for theft of Tools of Trade in the open air.

Any Tools of Trade You do not own will only be covered under the Tools of Trade section of this Policy if they are recorded as Specified Items with a suitable description.

The cover listed below is included in and not in addition to the Limit for this section. Your cover under this section also includes the following where applicable.:

1. **Trailers:** If Your Trailer is recorded as a Specified Item at the time of the loss, We will pay for Physical Loss, Destruction or Damage to Your Trailer occurring during the Period of Insurance, caused by:
 - a. fire, Flood, earthquake, explosion; or
 - b. theft by a third party:
 - i. resulting from actual forcible entry evidenced by damage to a securely locked building containing the Trailer at Your home or another person's home or business premises You have authorised; or
 - ii. when the Trailer is in the open air or attached to a Vehicle, but only if when it is unattended it is secured with anti-theft device adequate for securing a trailer such as a coupling lock, lockable hitch, or wheel clamp.

If the Trailer is not listed as a Specified Item, it will not be covered.

2. **Mobile Plant:** If Your Mobile Plant is recorded as a Specified Item at the time of the loss, We will pay for Physical Loss, Destruction or Damage to Your Mobile Plant occurring during the Period of Insurance, caused by:
- a. fire, Flood, earthquake, explosion; or
 - b. theft by a third party:
 - i. resulting from actual forcible entry evidenced by damage to a securely locked building containing the Mobile Plant at Your home or another person's home or business premises You have authorised; or
 - ii. when the Mobile Plant is in the open air, but only if when it is unattended all external entries to the cabin of the Mobile Plant are locked, alarmed and/or sealed from unauthorised access or where the Mobile Plant does not have a cabin that can be locked, alarmed and/or sealed from unauthorised access, the Mobile Plant is secured with an anti-theft device adequate for securing the Mobile Plant such as a wheel clamp, an equipment lock, an ignition lock or chains and padlocks;
 - iii. when the Mobile Plant is loaded on a trailer, but only if when it is unattended it is directly attached to the trailer with anti-theft lashings such as chains or twist locks and the trailer itself is secured with an anti-theft device adequate for securing a trailer such as a coupling lock, lockable hitch, or wheel clamp.

Tools of Trade, Trailers and Mobile Plant will need to be recorded as Specified Items when You take out Your policy or You can modify Your policy by calling Us on 1300 216 226.

If the Mobile Plant is not listed as a Specified Item, it will not be covered.

Where You have a valid claim for Physical Loss, Destruction or Damage for Your:

1. **Tools of Trade Specified Items at the time of the loss** - We will at Our option, acting reasonably and having regard to Your preference, either pay the cost of repairing the damaged item, or replace, or pay You to replace it with an equivalent model of a like kind, capacity, size, quality and function. Subject to the cover Limits, We will pay per loss or Occurrence:
 - a. for Tools of Trade You own, the specified amount listed for the damaged item in the Policy Schedule;
 - b. for Tools of Trade You hire, lease, or borrow, the specified amount listed for the damaged item in the Policy Schedule or to the extent of Your insurable interest in the item, whichever is the lesser.
2. **Tools of Trade Unspecified Items at the time of the loss** - We at Our option, acting reasonably and having regard to Your preference, will either pay the cost of repairing the damaged item, or replace, or pay You to replace it with an equivalent model of a like kind, capacity, size, quality and function. Before making any payment, We will deduct an amount for depreciation. Depreciation will be applied at the rate of 20% per annum for each year from the date of manufacture of the item subject to a maximum reduction of 50% of the replacement cost. We will pay up to \$1,000 per item and \$5,000 in total per loss or Occurrence, subject to any Limits of cover.

3. **Trailer Specified Items** – We will at Our option, acting reasonably and having regard to Your preference, either pay the cost of repairing the damaged Trailer, or replace, or pay You to replace it with an equivalent model of a like kind, capacity, size, quality and function. Subject to the cover Limits, We will pay per loss or Occurrence:
- a. for a Trailer that You own, the specified amount listed for the damaged Trailer in the Policy Schedule; or
 - b. for a Trailer You hire, lease, or borrow, the specified amount listed for the damaged item in the Policy Schedule or to the extent of Your insurable interest in the item, whichever is the lesser.
4. **Mobile Plant Specified Items** - We will at Our option, acting reasonably and having regard to Your preference, either pay the cost of repairing the damaged Mobile Plant, or replace, or pay You to replace it with an equivalent model of a like kind, capacity, size, quality and function. Subject to the cover Limits, We will pay per loss or Occurrence:
- a. for Mobile Plant that You own, the specified amount listed for the damaged Mobile Plant as a Specified Item in the Policy Schedule; or
 - b. for Mobile Plant You hire, lease, or borrow, the specified amount listed for the damaged item in the Policy Schedule or to the extent of Your insurable interest in the item, whichever is the lesser.

Where You have a valid claim for the cost of repairing the damaged Tools of Trade or Trailers or Mobile Plant, or to replace the items, whichever is less, the following will not be included in the repair or replacement costs:

- a. the cost to repair or replace expendable items and consumables other than expendable items and consumables which are reasonably necessary for the repair;
- b. The cost of alterations, improvements or overhauls unless it is reasonably required for the repair or replacement.

Subject to Your Excess, as displayed under the 'You Are Covered For' section of Your Policy Schedule, for each and every loss giving rise to a claim.

8.2 Tools of Trade Specific Exclusions

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

- 1. Wear and Tear;
- 2. breakdown of machinery;
- 3. maintenance, such as the tightening of loose parts, recalibration or adjustments;
- 4. covered property operating outside of manufacturer's specifications, or during the course of installation, erection, relocation, maintenance, testing, inspection, repair, alteration, modification or overhaul;
- 5. a deliberate act, neglect, act, error or omission carried out by You or by a person with Your knowledge or consent;
- 6. instances where the manufacturer or supplier or other parties are responsible under a maintenance or warranty agreement;
- 7. vermin, animals or insects;
- 8. an electrical device (including wiring) caused by a surge in electrical current;

9. discolouration and chipping, where the property is still useable;
10. any Trailer or Mobile Plant being used to carry, lift or store a load in excess of the safe working load specified by any relevant statutory authority or the manufacturers specification;
11. Mobile Plant being operated by or in the charge of a person:
 - a. under the influence of any drug or alcohol; or
 - b. with a percentage of drugs or alcohol in that person's blood, breath or urine in excess of that permitted by law to operate or drive the Mobile Plant; or
 - c. who refused a request from a person with legal authority to take a breath, blood or urine sample to determine the percentage of drugs or alcohol in the person's breath, blood or urine. However, if You can prove that You could not reasonably have known that the person, being a person other than You, was impaired by or under the influence of any drug or alcohol or that the person refused to submit to testing
 - d. to determine the percentage of drugs or alcohol in the person's breath, blood or urine, We will cover You;
12. Mobile Plant being operated by or in the charge of a person who is not authorised, licensed or trained to operate the Mobile Plant under any relevant law;
13. loss or damage to any load or the contents of any Trailer or Mobile Plant, unless the load or contents is property that is otherwise insured by this Policy;
14. Physical Loss, Destruction or Damage to Mobile Plant while Mobile Plant is on Dry Hire;
15. any breach of contract.

You are not covered for theft of Tools of Trade in the open air.

9 Tax Audit Cover

9.1 Tax Audit Cover

If You have selected Tax Audit cover, You will be covered for Professional Fees associated with a Tax Audit by the Australian Taxation Office, or by a Commonwealth, State or Territory department, body or agency with jurisdiction over taxation.

We will reimburse the costs of any Professional Fees incurred by You directly in connection with the Tax Audit providing the Tax Audit is notified to Us during the Period of Insurance.

This section will provide You with cover up to an aggregate Limit as specified in the 'You Are Covered For' section of Your Policy Schedule.

This cover is subject to the Excess displayed in the 'You Are Covered For' section of Your Policy Schedule for each and every loss giving rise to a claim.

9.2 Tax Audit Specific Exclusions

You are not covered where the Tax Audit relates to:

1. **routine inquiries** - routine inquiries, risk reviews, including the preparation of or advice concerning any financial records, tax- related matters, and account preparation, except when it is legally required as a response to an audit;
2. **known audit** - a matter where You or Your tax agent received verbal or written information before the Period of Insurance start date that indicated that the audit was to occur;
3. **refusal of request** - improper, unwarranted or unjustified refusal or failure to comply with any lawful request made by the authority;
4. **Professional Fees** - any Professional Fees incurred after the Tax Audit has been completed;
5. **preparation of return** - a tax return that was not prepared by a tax agent or accountant;
6. **fraud** - alleged fraud, representations, errors in information and improper conduct occurring;
7. **delay** - a delay or failure to:
 - a. Lodge a tax return, or information in support of the tax return within the time limit prescribed by law or within the extended time granted by the authority;
 - b. Pay all taxes owing by the due date, or within any extension of time granted by the authority;
 - c. Respond to the authority within the time it has specified for a response;
8. **finances** - the imposition of or the seeking to impose any tax, penalty tax, costs, interest, fine or penalty by any authority, court or tribunal;
9. **breach of contract** - any breach of contract.

10 General Exclusions

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

1. any war, invasion, acts of foreign enemies, hostilities, confiscation, rebellion or warlike operations (whether war be declared or not), civil war insurrection, uprising, military or usurped power;
2. any act of Terrorism;
3. the action of water from the sea or tidal wave or tsunami;
4. any nuclear, radioactive, toxic, biological, explosive, or other hazardous materials;
5. transmission and distribution lines and associated infrastructure;
6. Pollutants that discharge or escape from property either occupied or managed by You;
7. vermin, animals or insects;
8. any business activities carried out on or over water
9. Losses occurring outside Australia;
10. lack of reasonable care and maintenance;
11. any legal liability of any nature, except as covered under the "Legal Liability" section of this Policy;
12. delay, trade debt, lack of performance, loss of contract or depreciation in the value of any property or land;
13. any loss of use of any property or item or consequential loss of any kind;
14. damage or loss caused by any faults or defects known to You or any of Your Employee(s) (whose knowledge in law would be deemed to be Your knowledge) or by faults and defects that ought to be known to You or Your Employee(s) (whose knowledge in law would be deemed to be Your knowledge) and not disclosed to Us at the time You arranged, extended, varied or renewed this insurance;
15. intentional acts by You or any other person with Your knowledge and consent and which You were capable of preventing;
16. any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease;
17. any loss, damage, claim, cost, expense or other sum, directly or indirectly relating to any cost to clean up, detoxify, remove, monitor or test:
 - a. for a Communicable Disease, or
 - b. any property insured under this Policy that is affected by such Communicable Disease;
18. any Cyber Loss or loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data regardless of any other cause or event contributing concurrently or in any other sequence thereto.

19. business interruption (including but not limited to any extensions for suppliers, customers, public utilities, service interruption) in respect of full or partial interruption of Critical Infrastructure .

We shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us or affiliates to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, or Australia.

11 Claims

11.1 Making a claim

Making a claim couldn't be easier. You are required to notify VIZ Insurance of potential, or actual claims as soon as possible - to do so simply visit vizinsurance.com.au/claim-form or call Us on 1300 216 226. Once Your claim is lodged, You will be advised of the next steps.

11.2 To help settle Your claim

We will ask You for some or all of the following where relevant to the claim:

- a. a detailed account of the events leading to the claim (who, where, how);
- b. details of any police reports;
- c. GST details (e.g. ABN);
- d. an estimate of the loss or damage;

We may also ask for specific information and documentation that is reasonably necessary for assessing the claim - such as:

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

We may also ask for information in relation to any pre contractual disclosures or representations made by You in relation to this Policy. Additional information to assist Us with Your claim includes:

Evidence - You must preserve all proof of purchase, property, Products, appliances, plant, and all other items which may assist in the investigation or defence of a claim or suit or in the exercise of rights of subrogation, so far as may be reasonably practicable. Subject to applicable law, no alteration or repair shall be affected without Our consent until We have had an opportunity of inspection.

Details of other insurance - when so requested, You must provide Us with details of any other insurances that may insure the loss which is the subject of the claim.

If the claim is within an Excess, or over the applicable Limit – should You incur cost(s) due to a loss which is not covered by this Policy:

- a. due to the application of an Excess; and/or
- b. where the amounts of any judgments or settlements exceed the applicable Limit, any corporation, organisation or person claiming under this Policy shall, at Our request and expense, do and concur in doing and permit to be done all such acts and things that may be necessary or may reasonably be required by Us for the purpose of enforcing any rights and remedies, or for obtaining relief or indemnity from any other organisation(s) or person(s), to which We shall be or would become entitled upon paying for or indemnifying You in respect of legal liability under this Policy.

11.3 Claims resulting in legal action

For claims resulting in legal action, following the happening of any loss or Occurrence in respect of which a claim is, or may be, made under this Policy, We:

- a. Have discretion, acting reasonably and having regard to Your interest, in the conduct of any legal proceedings and in the settlement of any claim. Your claim may not be paid if You do not provide any statements, documents or assistance as reasonably required to support or defend the claim. This may include giving evidence in any legal proceedings.
- b. May at any time pay to You, in respect of all claims against You arising directly or indirectly from one source or original cause:
 - i. the amount of the Limit of liability or such other amount specified in respect thereof (after deduction of any sum(s) already paid to You, which sum(s) would reduce the amount of Our unfulfilled liability in respect thereof); or
 - ii. any lesser sum for which the claim(s) can be settled.
- c. Upon making such payment, We shall relinquish conduct and control of, and be under no further liability under this Policy in connection with, such claim(s) except for defence costs and supplementary payments:
 - i. recoverable from You in respect of the period prior to the date of such payment (whether or not pursuant to an order made subsequently); or
 - ii. incurred by Us, or by You with Our written consent, prior to the date of such payment.

11.4 Related claims may be treated as one loss

Claims arising from a single cause or event shall all be considered as one loss for the purpose of this Policy.

Natural events occurring within 72 hours - in respect of earthquake, a hurricane, a typhoon, windstorm, rainstorm, hailstorm and/or tornado, any damage arising during any one period of 72 consecutive hours shall be deemed to be a single event, and treated as one loss. The commencement of any such 72 hour period shall be decided at Your discretion, provided that there shall be no overlapping in any two or more such 72 hour periods in the event of damage occurring over a more extended period of time.

11.5 What else to consider when a claim happens

Admission of liability - You must not make an admission of liability, negotiate a payment or settle a demand or proceedings without Our consent (such consent not to be unreasonably withheld). If You do not obtain Our

consent, We may not cover You under this Policy for Your loss, subject to relevant law.

Subrogation - If You make a claim which involves a third party, then We have the right to undertake, in Your name and act on Your behalf, and bring a proceeding, action or claim to seek recoveries from a third party, subject to relevant law. We have the right to recover compensation or to secure agreement from the third party to indemnify You from further claims against You, relating to a loss indemnified by this Policy. However, all rights of such subrogation will be waived against:

- a. You as the insured listed in the Policy Schedule;
- b. any corporation, organisation or person which or who owns or controls the majority of the capital stock of any corporation or organisation to which or to whom protection is afforded under this Policy, except where such corporation, organisation or person is protected from liability insured against hereunder by any other policy of indemnity or insurance. This right of subrogation is not waived to the extent and up to the limit of any such other policy.

Limitation of liability contracts – You must not agree 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, subject to relevant law.

Goods and services tax – If You are registered for GST, We will reduce the amount payable to You 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.

Amount of recoveries - Once a claim under this Policy is paid, You give Us all rights in respect of recoveries against third parties subject to relevant law and unless agreed otherwise, and we apply the proceeds of any recovery first to reimburse actual costs incurred by Us in pursuing recoveries and then in reimbursement of all payments made by Us until We are fully reimbursed up to the amounts paid. Any remaining amount(s) will be paid to You.

12 Complaints and dispute resolution process

If You have any cause for complaint about this insurance product, the service You have received or a claim, please contact Us by either email, telephone or mail to:

Email: complaints@vizinsurance.com.au

Phone: 1300 216 226

Post: Suite SR118 Coffs Central, 35-61 Harbour Drive, Coffs Harbour NSW 2450

To allow Us to consider Your complaint, the following information needs to be provided (where available):

1. Your name, address, email and telephone number;
2. Policy number, claim number and product type;
3. An explanation of the situation that led to the complaint; and
4. Copies of any supporting documentation You believe may assist Us in addressing Your complaint properly.

Your Complaint will be acknowledged once received. We will do Our best to resolve Your complaint and provide You with an outcome, or any relevant steps that will help Us resolve Your complaint. If We have not resolved Your complaint within 5 business days, or if You're not satisfied with how We've tried to resolve it, Your complaint will be escalated for an Internal Dispute Resolution (IDR) review. Following the review We will provide, in writing, Our final decision. This will be provided within 30 business days of Your complaint, unless We've requested an extension from You and You've agreed to give Us more time.

If Your complaint is not resolved in a manner satisfactory to You or We do not resolve Your complaint within 30 calendar days of receiving it, You may refer the matter to the Australian Financial Complaints Authority (AFCA). The Australian Financial Complaints Authority contact details are:

Phone: 1800 931 678

Email: info@afca.org.au

Post: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC

3001 Website: www.afca.org.au

AFCA is an independent external dispute scheme. Your complaint must be referred to AFCA within 2 years of the date of Our final decision. Any decision AFCA makes is binding on Us. AFCA has authority to review certain complaints.

Please contact AFCA and they can advise if Your complaint is one they can consider.

13 Privacy Statement

Ivory Insurance and VIZ Insurance (together “Us/Our/We” in this Privacy Statement) are committed to protecting Your privacy in accordance with the Privacy Act 1988 (Cth) and the 13 Australian Privacy Principles. We may collect, handle, store and disclose Your personal and sensitive information for the specific purpose of:

- a. deciding whether to issue a Policy;
- b. determining the terms and conditions of Your Policy;
- c. compiling data to improve Our products and services;
- d. handling claims.

By providing Us with Your personal information, You consent to Our collection, use and disclosure, as outlined above and in accordance with Our Privacy Policies.

This consent remains valid unless You alter or revoke it by giving written notice to Ivory Insurance and VIZ Insurance’s Privacy Officer. Should You wish to withdraw Your consent, We may not be able to provide insurance services to You.

Ivory Insurance Privacy Policy contains information on the kinds of personal information Ivory Insurance collects and holds, how Ivory Insurance does so and the purposes for which Ivory Insurance collects, holds, and discloses personal information. It also contains information on how Ivory Insurance can access Your personal information, how You can seek correction of such information or make a privacy related complaint and when Ivory Insurance is likely to disclose personal information to third parties and overseas recipients.

VIZ Insurance’s detailed Privacy Policy can be found at vizinsurance.com.au. You can download a copy of Ivory Insurance Privacy Policy by visiting [Privacy Policy — Ivory Insurance](#).

14 Other Important Information

14.1 Third Party Beneficiaries

You and We are the only parties to the Policy. No insurance is provided in relation to the interest of any persons not specified as being entitled to access a benefit under the Policy.

The benefit of the cover under the Policy is extended automatically to Third Party Beneficiaries (see “Definitions” section). Access to cover only applies from the time they become a Third Party Beneficiary and ends when they are no longer a Third Party Beneficiary.

They are not contracting parties and only access the benefit of cover by reason of the operation of section 48 of the Insurance Contracts Act 1984 (Cth). Nothing in the Policy is intended to give any such persons any right to enforce any term of this policy which that person would not have had but for the Insurance Contracts Act 1984 (Cth).

Any person entitled to any benefit under the policy that is not You:

- has, in relation to their claim, the same obligations to Us as they would have if they were You; and
- may discharge Your obligations in relation to the loss.

We also have the same defences to an action by such persons as We would have in an action by You, including but not limited to, defences relating to Your conduct (whether the conduct occurred before or after the Policy was entered into).

Such persons have no right to cancel or vary the Policy or its cover – only You (as the contracting party) and We can do this. If We cancel or vary the Policy or its cover, We do not need to obtain any such person’s consent to do so.

We also do not provide any notices in relation to this insurance to such persons as they are not a contracting party to the Policy. We only send notices to You as set out in the Policy who We have contractual obligations to under the Policy.

Neither We nor You hold anything on trust for, or for the benefit or on behalf of any such persons under or in relation to this insurance arrangement. You do not act on Our behalf in relation to this insurance and are not authorised by Us to provide any financial product advice, recommendations or opinions about this insurance.

Any such person needs to read this document and other documents forming the Policy carefully to properly understand the benefits they have access to as non-contracting parties. The insurance cover is subject to the terms, conditions, limitations and exclusions of the Policy.

Any person who may be entitled to a benefit under the policy should consider obtaining advice as to whether the benefits are appropriate or useful for their personal needs from a person who is licensed to give such advice. No advice is provided by Us or Our representatives that the benefits are appropriate or useful for any person’s needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

14.2 Vulnerable Customers

Looking out for customers with vulnerabilities - We look to provide an extra level of service and sensitivity to Our customers experiencing vulnerability, as We recognise that at different times anyone may need help due to their circumstances. If circumstances of vulnerability are impacting on Your situation and Your ability to claim, We encourage You to contact Us via phone: 1300 216 226 or email: hello@vizinsurance.com.au.

14.3 Financial Claims Scheme

Financial Claims Scheme - In the unlikely event Ivory Insurance becomes insolvent and cannot meet its obligations under the Policy, You may be entitled to payment under the Financial Claims Scheme. Access to the Financial Claims Scheme is subject to eligibility criteria. More information about the scheme can be obtained from www.fcs.gov.au.

14.4 When We can refuse to pay or reduce the amount We pay under a claim

We may refuse to pay or reduce the amount We pay under a claim to the extent permitted by law. The situations in which We may refuse to pay or reduce the amount We pay under a claim under the Policy include (but are not limited to):

- when You apply for cover (this includes new business, variations, replacements and reinstatements and renewals) and You do not comply with Your obligations regarding Your duty of disclosure or pre contractual representations to Us under the Insurance Contracts Act 1984 (Cth);
- if You do not comply with or meet a term or condition (including where an exclusion applies or other limitation) of the Policy (all referred to as “terms” when used below and in this document and the Policy);
- if You make a fraudulent claim – See “Fraudulent claims” below; or
- where You have not or are not acting in accordance with Your duty of utmost good faith under the Insurance Contracts Act 1984 (Cth).

We also have cancellation rights in the above circumstances.

The amount of any claim entitlement can also be affected and/or reduced by other things, including any limits (e.g monetary or time limits) or Excess(es) that apply, outstanding premium and recoveries You or We might make relevant to a loss. The Policy sets out the relevant limits and Excess(es) and when they apply to a claim.

14.5 Fraudulent Claims

In all cases, where a claim is made fraudulently under:

- the Policy; or
- the Insurance Contracts Act against Us by a person who is not You,

We may refuse payment of the claim to the extent permitted by law. Under section 56(2) of the Insurance Contracts Act 1984 (Cth) a court may, if only a minimal or insignificant part of the claim is made fraudulently and non-payment of the remainder of the claim would be harsh and unfair, order Us to pay, in relation to the claim, such amount (if any) as is just and equitable in the circumstances. (Refer to the Insurance Contracts Act 1984 (Cth) for full details).

14.6 Terms apply to extent enforceable

A term (or part of a term) of the Policy will be applied to the extent is not unenforceable under relevant law.

15 Definitions

The following definitions apply to all sections of the Policy, unless stated otherwise.

Attachment means any device attachable to or detachable from the Mobile Plant that, when attached is intended to enable the Mobile Plant to perform additional functions or increase its operational capacity.

Building(s) means:

- a. walls, foundations, storage tanks, awnings, exterior lights, masts, antennas and aerials, fixed external signs, walls, gates, fencing, pavements, roads and other structural improvements pertaining to the Building(s); or
- b. sheds with a concrete floor and fixed to foundations at the premises; or
- c. static shipping containers on land in which the stock Your business distributes is delivered to Your premises and from which merchandise is either being loaded into, unloaded from or stored in before dispatch, provided the container doors are secured when unattended with padlocks with a security rating under Australian Standard AS 4145.4 (or any subsequent amendment).

Business Activities means the principal business activities declared when You applied to take out this insurance, as displayed in Your Policy Schedule.

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of the property insured.

Computer System means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

Critical Infrastructure means essential infrastructure of a business or industry, including but not limited to electricity, oil, gas, coal, water, sewage, renewable energy, internet or cloud services, or telecommunications.

Cyber Loss means all actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, defence cost, expense or any other amount incurred by or accruing to You, including but not limited to any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.

Cyber Incident means an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or

- a. a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
- b. a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust;

involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Dry Hire means the hiring out of Mobile Plant without a driver or operator.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Employee and **Employees** means a person employed by You under a contract of service, or who is pursuant to any statute relating to workers' compensation deemed to be Your employee. For the avoidance of doubt **Employees** do not include employees of third party contractors and subcontractors.

Employment Practices means any employment related act, error, omission or conduct constituting actual, constructive or alleged: wrongful dismissal, discharge or termination of employment; wrongful failure to employ or promote; wrongful deprivation of career opportunity; misleading representation or advertising in respect of employment; wrongful disciplinary action; negligent Employee evaluation; wrongful demotion; breach of employment contract; sexual or workplace harassment (including the creation of a workplace environment conducive to such harassment); wrongful discrimination; failure to grant tenure; invasion of privacy, breach of privacy obligations or defamation.

Excess means the relevant amount You must bear or pay towards the cost of any claim You make as an Excess, as specified in the Policy.

Faulty Materials and Workmanship means an error or omission in design, plan or specification or failure during testing and faulty workmanship and or faulty materials.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of:

- a. any lake, or any river, creek or other natural watercourse, whether or not altered or modified;
- b. any reservoir, canal, or dam.

Limit(s) means the amounts specified in this Policy document and/or the Policy Schedule which are the maximum amounts payable for any one loss or in the aggregate (as described in each case).

Mobile Plant means a self-propelled vehicle or machine weighing less than 1.5 tonnes which is not normally registered for on road use and is used for excavating, digging, grading, drilling, lifting, pumping, loading and unloading, vacuuming or other mechanical work and which:

- a. You own or which You hire, lease, or borrow; and
- b. You use for Your Business Activities; and
- c. which is recorded as a Specified Item within the Tools of Trade section of Your policy.

Mobile Plant includes the equipment, accessories, tools and spare parts supplied as standard inclusions with the Mobile Plant when new which are not otherwise **Tools of Trade**. Mobile Plant does not include any Attachments, unless the Attachment is recorded as a specified item within the Tools of Trade section of Your policy.

Any Mobile Plant will only be covered under the Tools of Trade section of this Policy if the Mobile Plant is listed as a Specified Items with a suitable description.

Occurrence means:

- a. For the Legal Liability section of the Policy, an accidental event, or series of accidental events attributable to the same, or substantially the same, original cause or source, and includes continuous or repeated exposure to the same injurious or harmful condition.
- b. For the Tools of Trade Section of the Policy, an event including continuous and repeated exposure to substantially the same general conditions. All events of a series consequent upon or attributable to one source or original cause shall be deemed to be one Occurrence.

Period of Insurance means, subject to the following, the time during which the Policy is in existence. It starts from the beginning of the "Period of Insurance" specified in the Policy Schedule and finishes at the end of that Period of Insurance, unless ending earlier in accordance with its terms or relevant law. Each renewal results in a new contract and a new Period of Insurance. However, in relation to any claim made:

- by You under the Tools of Trade cover section cover:
 - for Unspecified Tools of Trade it starts from the time You become covered under the Policy and ends from the time You are no longer covered under the Policy; and
 - for Specified Tools of Trade, Mobile Plant or Trailers, it only starts from the time the relevant item is recorded as a Specified Item and ends from the time You are no longer covered under the Policy; and
- by You under the Tax Audit cover or Legal Liability cover sections, it starts from the time You become covered under the Policy and ends from the time You are no longer covered under the Policy;
- by a Third Party Beneficiary under the Legal Liability cover section, it only starts from the time they become a Third Party Beneficiary and ends from the time they are no longer a Third Party Beneficiary.

Personal Injury means injury occurring to any natural person causing death, bodily injury, sickness, disease, disability, shock, fright, mental anguish and mental injury.

Physical Loss, Destruction or Damage means one incident or all incidents of a series consequent on, or attributable to, one source or original cause that results in distinct, demonstrable, physical alteration of tangible property causing it to become unsatisfactory for future use or requiring that repairs be made to make it suitable for use.

Policy means Our contract with You as explained under the heading “Your Insurance Policy”.

Policy Schedule means the relevant document of that name issued by Us which shows important information such as Your Policy number, details of Your cover, Period of Insurance and certain applicable Limits and Excess amounts and any Specified Items. It is part of the Policy and should be read in conjunction with the other documents that form the Policy.

Pollutants means any solid, liquid, gaseous or thermal irritants or contaminant, including odor, vapor, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Pollution means the dispersal, release, seepage, contaminants, migration or escape of Pollutants into or upon land, the atmosphere or any watercourse or body of water.

Portable Electronic Devices means a portable lightweight electronic device less than 4 kilograms that is battery-powered and capable of voice or data communications – including but not limited to smartphones, tablets, or laptops.

Product and **Products** mean anything (after it has ceased to be in Your physical possession or under Your control) manufactured or deemed to have been manufactured, constructed, grown, extracted, produced, processed, assembled, erected, installed, repaired, serviced, treated, sold, supplied (including services) or distributed by You including any container (other than a Vehicle) and including any instructions, advice or warnings given or omitted to be given by You in connection with such Products.

Professional Fees means accountant, registered tax agent or lawyer, fees and costs reasonably and necessarily incurred by You to prepare for the Tax Audit. Other amounts paid to other professional persons, consultants, and Your Employees’ salaries are not covered unless expressly agreed in writing by us.

Securely Locked Vehicle means a registered vehicle and any components it may be towing, where all external entries to the vehicle’s cabin and storage areas and any components it may be towing, are locked, alarmed and/or sealed from unauthorised access.

Specified Items means the value and description of Tool of Trade items that You have nominated for coverage and listed in Your Policy Schedule under the Tools of Trade Cover.

Tax Audit means a formal process relating to a specific return filed by you as to your liability to pay income tax including fringe benefits tax, capital gains tax, A New Tax System (Goods and Services) Tax, superannuation payments tax, termination payments tax or sales tax (including the amount of any such tax).

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

Third Party Beneficiary means persons who are not You and are specified in the Policy as a person or type of person the benefit of cover is extended to unless otherwise expressly excluded by Us. See section “Third Party Beneficiaries” for details on the rights and obligations of Third Party Beneficiaries.

Third Party Property Damage means physical injury to or loss or destruction of tangible property including physical loss of use of that property.

Tools of Trade means:

- a. instruments, tools, plant and equipment that You own and that You use for Your trade or profession; and
- b. instruments, tools, plant and equipment that You hire, lease, rent or borrow and that You use for Your Business Activities, but only if they are recorded as Specified Items.

Tools of Trade will not include Portable Electronic Devices, Mobile Plant, motor vehicles, caravans, Trailers, watercraft, aircraft or aerial devices and the accessories of any of these (whether fitted or not), stock in trade or raw materials of any kind.

Any Tools of Trade You do not own will only be covered under the Tools of Trade section of this Policy if they are listed as Specified Items with a suitable description.

Trailer means any trailer and its permanently attached accessories that:

- a. You own or which You hire, lease, or borrow; and
- b. That You use for Your trade or profession for the purpose of storing or transporting Your Tools of Trade or Mobile Plant; and
- c. Which is recorded as a Specified Item in the Tools of Trade section of Your Policy. Trailer will not include caravans of any type or a motor vehicle.

Unspecified Item means Tool of Trade that is not a Specified Item and is limited to \$1,000 per item and \$5,000 per claim, in aggregate, in the Period of Insurance.

Vehicles means any type of machine on wheels or on self-laid tracks made or intended to be propelled other than by manual power and any components made or intended to be drawn by, or attached to, any such machine including but not limited to trailers and caravans.

Wear and Tear means corrosion, erosion, wasting, wearing away, abrasion or other gradual deterioration including that caused by atmospheric conditions and includes the cost of maintenance, normal upkeep and routine making good.

Workers Compensation Insurer means each insurer, statutory authority, statutory fund, government body or statutory scheme that insures You for legal liability to pay compensation for personal injury suffered by Employees and/or insures You for Your liability under any legislation relating to compensation for injury to workers or Employees.

You and Your means the named insured listed in the Policy Schedule and any of its subsidiary companies (including subsidiaries thereof) named in the Policy Schedule and any other organisation under its control named in the Policy Schedule and over which it is exercising active management..

We, Us, Our means Ivory Insurance Pty Ltd acting through its agent VIZ Insurance Pty Ltd trading as VIZ Insurance (ABN 49 615 973 487 AFSL 494857).

