

General Property Package Policy Wording

November 2016

CHUBB®

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Duty of Disclosure

Your Duty of Disclosure

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

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

What you do not need to tell us

You do not need to tell us anything that:

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

If you do not tell us something

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

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

Privacy Statement

Chubb Insurance Australia Limited (Chubb) is committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policy can be accessed on our website at www.chubb.com/au.

Personal Information Handling Practices

Collection, Use and Disclosure

We collect your personal information (which may include sensitive information) when you are applying for, changing or renewing an insurance

policy with us or when we are processing a claim in order to help us properly administrate your insurance proposal, policy or claim.

Personal information may be obtained by us directly from you or via a third party such as your insurance intermediary or employer (e.g. in the case of a group insurance policy). When information is provided to us via a third party we use that information on the basis that you have consented or would reasonably expect us to collect your personal information in this way and we take reasonable steps to ensure that you have been made aware of how we handle your personal information.

The primary purpose for our collection and use of your personal information is to enable us to provide insurance services to you. Sometimes, we may use your personal information for our marketing campaigns, in relation to new products, services or information that may be of interest to you.

We may disclose the information we collect to third parties, including service providers engaged by us to carry out certain business activities on our behalf (such as assessors and call centres in Australia). In some circumstances, in order to provide our services to you, we may need to transfer personal information to other entities within the Chubb Group of companies (such as the regional head offices of Chubb located in Singapore, UK or USA), or third parties with whom we or those other Chubb Group entities have sub-contracted to provide a specific service for us, which may be located outside of Australia (such as in the Philippines or USA). Please note that no personal information is disclosed by us to any overseas entity for marketing purposes.

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use

that information in accordance with the consent you have provided and in accordance with our obligations to you under the Privacy Act 1988 (Cth).

Your Choices

In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean we may not be able to provide you or your organisation with insurance or to respond to any claim.

How to Contact Us

If you would like a copy of your personal information, or to correct or update it, please contact our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

If you have a complaint or would like more information about how we manage your personal information, please review our Privacy Policy for more details or contact the Privacy Officer, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, O +61 2 9335 3200 or email Privacy.AU@chubb.com

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at www.codeofpractice.com.au and on request.

Complaints and Dispute Resolution

We take the concerns of our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that you can access. Please note that if we have resolved your initial complaint to your satisfaction by the end of the 5th business day after we have received it, and you have not requested that we provide you a response in writing, the following complaint handling and internal dispute resolution process does not apply. This exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

Stage 1 - Complaint Handling Procedure

If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact us at:

The Complaints Officer
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
O 1800 815 675
E Complaints.AU@chubb.com

The members of our complaint handling team are trained to handle complaints fairly and efficiently.

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

We will investigate your complaint and keep you informed of the progress of our investigation. We will respond to your complaint in writing within fifteen (15) business days provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames and, if we cannot agree,

you may request that your complaint is taken to Stage 2 and referred to Our internal dispute resolution team. We will otherwise keep you informed about the progress of our response at least every ten (10) business days, unless you agree otherwise.

Please note if your complaint relates to Wholesale Insurance (as defined in the General Insurance Code of Practice), we may elect to refer it straight to Stage 2 for review by our Internal Dispute Resolution team.

Stage 2 - Internal Dispute Resolution Procedure

If you advise us that you wish to take your complaint to Stage 2, your complaint will be reviewed by members of our internal dispute resolution team, who are independent to our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact our internal dispute resolution team by phone, fax or post (as below), or email at:

Internal Dispute Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
O +61 2 9335 3200
F +61 2 9335 3411
E DisputeResolution.AU@chubb.com

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your dispute.

We will keep you informed of the progress of our review of your dispute at least every ten (10) business days and will respond to your dispute in writing within fifteen (15) business days, provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames. If we cannot agree, you may refer your dispute to the Financial

Ombudsman Service Australia (FOS) as detailed under Stage 3 below, subject to its Terms of Reference. If your complaint or dispute falls outside the FOS Terms of Reference, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

Stage 3 - External Dispute Resolution

If you are dissatisfied with our internal dispute determination, or we are unable to resolve your complaint or dispute to your satisfaction within forty-five (45) days, you may refer your complaint or dispute to FOS, subject to its Terms of Reference.

FOS is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. We are a member of this scheme and we agree to be bound by its determinations about a dispute. Where a dispute is covered by the FOS Terms of Reference, the General Insurance Division of FOS offers a free and accessible dispute resolution service to consumers.

You may contact FOS at any time at:

Financial Ombudsman Service Australia
GPO Box 3
Melbourne VIC 3001
O 1800 367 287
F +61 3 9613 6399
E info@fos.org.au
www.fos.org.au

If you would like to refer your dispute to FOS you must do so within 2 years of the date of our internal dispute determination. FOS may still consider a dispute lodged after this time if FOS considers that exceptional circumstances apply.

Insurance Council of Australia

Where we cannot provide you with insurance cover, we will refer you to the Insurance Council of Australia (the ICA) for information about alternative insurance options (unless you already have someone acting on your behalf). The ICA has established a referral service called 'Find an Insurer'. Information on finding alternative insurers can be found at www.findaninsurer.com.au.

Financial Claims Scheme

We are an insurance company authorised under the Insurance Act 1973 (Cth) (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act.

The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this We are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act 2001 (Cth). We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that We were to become insolvent and were unable to meet Our obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Please refer to <https://www.fcs.gov.au> for more information.

How To Read Your General Property Package Policy

Your Policy is made up of the following parts:

Policy Schedule

The Policy Schedule provides key details about your Policy including:

- Insured
- address
- period of insurance
- policy sections (operative or inoperative)
- premium
- insured location(s)
- excess
- limits

Policy Sections

Each Section of the Policy contains a description of the insurance cover provided along with any exclusions, conditions or definitions specific to that Section only. The Policy Sections are arranged as follows:

- Section 1 - Material Damage whilst **Property Insured** is **static**
- Section 2 - Material Damage whilst **Property Insured** is in **transit**
- Section 3 - **Hired in Equipment**
- Section 4 - Increased Costs of Working

Policy Extensions, Exclusions and Conditions

These apply to all of the Policy unless otherwise stated herein.

Claims Conditions

These apply to any claim and tell you what to do in the event of a loss. Your duties and obligations and the Company's rights following a loss are set out here.

Definitions

Words (but not headings or sub-headings) with specific meaning (appearing in bold) are defined in the Policy. These may be specifically varied or supplemented in the wording

of any Section of the Policy or in any endorsement to it.

Endorsements

These may be issued from time to time by the Company as a way of amending the Policy or for any other purpose relating to the Policy. When issued an endorsement forms part of the Policy from the effective date of the endorsement.

Introduction

This is a Chubb General Property Package Policy. Please read the entire Policy carefully and the Policy Schedule to ensure that it provides the cover the Insured needs.

General Insuring Agreement

In consideration for the promise to pay the Premium, and subject to the terms and conditions of this Policy, Chubb Insurance Australia Limited (the 'Company') and the Insured agree that the Company will provide insurance cover as set out in those Policy Sections identified as operative in the Policy Schedule.

Please Note

All Sections of this Policy, including the Policy Schedule and any endorsements, shall be read together and considered as one contract.

The operative Sections of this Policy are indicated in the Policy Schedule. Unless a particular Policy Section is identified in the Policy Schedule as operative, it is of no effect and no cover is granted under it.

Section 1 is a compulsory section.

Section 4 cannot be taken in isolation.

Section 1 - Material Damage - Static

Cover

If shown as operative in the Policy Schedule the Company will pay for **damage** occurring during the Period of Insurance to **property insured** whilst **static** at an Insured Location shown in the Policy Schedule caused by or resulting from a cause not otherwise excluded.

The Company will pay to the Insured after deducting the **excess** the lesser of:

- the **reinstatement value** of the **property insured** (or any part of it that sustains **damage**) at the time of the **damage**; or
- reinstate, repair or replace the **property insured** (or any part of it that sustains **damage**).

Provided that if the Insured elects to claim the indemnity value of any **damaged property insured**, the Company will pay to the Insured the value of such **damaged property** at the time of the happening of the **damage** or at the Company's option reinstate, replace or repair such property or any part thereof.

The most the Company will pay is the applicable Limit of Liability shown in the Policy Schedule for each item comprising the **property insured**.

Section 2 - Material Damage - Transit

Cover

If shown as operative in the Policy Schedule the Company will pay for **damage** occurring during the Period of Insurance to **property insured** whilst in **transit** at an Insured Location shown in the Policy Schedule caused by or resulting from a cause not otherwise excluded. The Company will pay to the Insured after deducting the **excess** the lesser of:

- the **reinstatement value** of the **property insured** (or any part of it that sustains **damage**) at the time of the **damage**; or
- reinstate, repair or replace the **property insured** (or any part of it that sustains **damage**).

Provided that if the Insured elects to claim the indemnity value of any **damaged property insured**, the Company will pay to the Insured the value of such **damaged property** at the time of the happening of the **damage** or at the Company's option reinstate, replace or repair such property or any part thereof.

The most the Company will pay is the applicable Limit of Liability shown in the Policy Schedule for each item comprising the **property insured**.

Section 3 - Hired In Equipment

Cover

If shown as operative in the Policy Schedule the Company will pay for **damage** occurring during the Period of Insurance to **hired in equipment** for which the Insured is:

- legally liable for under the terms and conditions of a hire agreement; and
- occurs at an Insured Location shown in the Policy Schedule; and
- caused by or resulting from a cause not otherwise excluded.

At the Company's option, the Company shall pay to the Insured after deducting the **excess** either:

- pay the **reinstatement value** of the **property insured** (or any part of it that sustains **damage**) at the time of the **damage**; or
- reinstate, repair or replace the **property insured** (or any part of it that sustains **damage**).
- pay the amount for which the Insured is legally liable under the terms and conditions of the hire contract.

The most the Company will pay is the applicable Limit of Liability shown in the Policy Schedule.

Section 4 - Increased Costs Of Working

Cover

If shown as operative in the Policy Schedule the Company will pay to the Insured after deducting the **excess** for additional expenditure necessarily and reasonably incurred by the Insured during the **indemnity period** to prevent or minimise interruption or interference with the business carried on by the Insured at the Insured Locations as a direct consequence of **damage** (as covered by Section 1 or 2 of this Policy) to the **property insured** or **denial of access** or **failure of supply** that occurs during the Period of Insurance.

The most the Company will pay is the applicable Limit of Liability shown in the Policy Schedule.

Exclusions

In addition to the exclusions contained in the Policy Exclusions the following additional exclusion applies to Section 4 Increased Costs of Working

Satellite Telecommunications

Failure of supply occasioned by or happening through:

1. failure of any satellite prior to obtaining its full operating function or while in or beyond the final years of its design life; or
2. atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite.

Policy Extensions for sections 1 & 2 only

Automatic Additions

This Policy extends to include property not otherwise excluded acquired by the Insured during the Period of Insurance provided that the:

- 1.1. property is substantially of a similar kind to the **property insured** insured under this Policy;
- 1.2. Insured declares to the Company in writing no later than ninety (90) days after the acquisition of the **acquired property** of its purchase sum; and
- 1.3. Insured must pay the rateable proportion of any additional Premium as requested by the Company, from the date of acquisition of such newly **acquired property** to the expiry of the Period of Insurance; and
- 1.4. value of such newly **acquired property** does not exceed the amount shown in the Policy Schedule as the sub-limit for Automatic Additions.

General Policy Extensions

The following extensions of cover are provided under each Section of this Policy (unless otherwise stated in the Policy Schedule).

The Company will pay:

Accidental Discharge of Gas Flooding Systems

The cost of refilling or replacing the cylinder(s) of any gas flooding system installed to protect the **property insured** including expenses incurred in removing debris, cleaning up and repairing any **damage** arising from the accidental discharge of such gas flooding system.

Provided always that the liability of the Company shall be limited to the lesser of 10% of the Limit of Liability provided under Section 1 or \$50,000 each and every **occurrence**.

Accountants Fees

Where Section 4 is shown in the Policy Schedule as operative, for the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the Company under the terms of this Policy and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents.

Provided always that the liability of the Company shall be limited to the lesser of 10% of the Limit of Liability provided under Section 4 or \$50,000 each and every **occurrence**.

Additional Rental Charge

For additional rental charges arising out of the replacement of a lease, or hire or rental contract in respect of **property insured** by a new contract for similar property following **damage** as covered by Sections 1 or 2 of this Policy.

Provided always that the liability of the Company shall be limited to the lesser of 10% of the **damage to property insured** or \$50,000 each and every **occurrence**.

Arson or Theft Reward

A reward for information leading to a conviction in respect of arson, theft or vandalism of **property insured**.

Provided always that:

1. prior agreement of the Company has been obtained; and
2. the liability of the Company shall be limited to \$10,000 each and every **occurrence**.

Confiscation and Deprivation

The Insured for **damage** to the **property insured** while:

1. at exhibitions, trade fairs, or shows; or
2. in the custody of any outside salesman;

anywhere in the world where **damage** to the **property insured** results solely and directly from expropriation or deprivation.

Provided always that the liability of the Company shall be limited to \$5,000 each and every **occurrence**.

Cost of Recovery following Theft

The cost of employing specialist investigators to aid the recovery of stolen or lost **portable computer equipment** that contains confidential and or secret data or information following a loss insured under Section 1 or Section 2.

Provided always that:

1. the prior written agreement of the Company has been obtained for the retention of specialist investigators; and
2. the Company is satisfied that the cost of retention of the specialist investigators is necessary and reasonable to protect the Insured against legal prosecution or commercial embarrassment that could result from the loss of confidentiality of the data; and
3. the liability of the Company shall be limited to the lesser of 10% of the Limit of Liability provided under Section 1 or \$50,000 each and every **occurrence**.

Expediting Costs

The costs and expenses (not otherwise recoverable under Section 4 of this Policy) necessarily and reasonably incurred by the Insured in making or effecting a temporary repair or expediting a permanent repair,

reinstatement or replacement of **property insured** following **damage** as covered by Sections 1 or 2 of this Policy including the additional costs of overtime, weekend and shift work, bonus payments and express delivery costs (including airfreight).

Provided always that the liability of the Company shall be limited to the lesser of 10% of the **damage to property insured** or \$50,000 each and every **occurrence**.

Extended Warranties

The pro-rated cost of any unused portion of non-refundable extended warranties, maintenance contracts or service contracts that the Insured has purchased or acquired, but are no longer valid on lost or **damaged property insured** which has been repaired or replaced following **damage** as covered by Sections 1 or 2 of this Policy.

Provided always that the liability of the Company shall be limited to \$1,000 each and every **occurrence**.

Fire Brigade Charges

Fire brigade charges and other charges made by any organisation responsible for preserving public safety incurred by the Insured or for which the Insured is liable.

Provided always that:

1. the **property insured** is **damaged** by a cause not otherwise excluded; and
2. the liability of the Company shall be limited to \$10,000 each and every **occurrence**.

Investigation Costs

The costs (including cost of consultants' fees) incurred of conducting investigations and tests in respect of possible repair, replacement or restoration following **damage** covered by Sections 1 or 2 of this Policy.

Provided always that:

1. prior agreement of the Company has been obtained; and
2. the liability of the Company shall be limited to the lesser of 10% of the **damage to property insured** or \$50,000 each and every **occurrence**.

Loss of Interest

Where Section 4 is shown in the Policy Schedule as operative, for **loss of interest** during the **indemnity period** as a direct consequence of **damage** to the **property insured** that occurs during the Period of Insurance.

Provided always that:

1. **loss of interest** relates solely to identifiable transactions carried out or which would have been carried out by the **property insured** had the **damage** not occurred; and
2. the liability of the Company shall be limited to the lesser of 10% of the Limit of Liability provided under Section 4 or \$25,000 each and every **occurrence**.

Loss Prevention Expenses

The reasonable and necessary costs the Insured incurs to protect or attempt to protect **property insured** at the Insured Locations from imminent **damage** caused by or resulting from a cause not otherwise excluded.

Provided always that the liability of the Company shall be limited to the lesser of 10% of the Limit of Liability provided under Section 1 or \$50,000 each and every **occurrence**.

Other Interests

For **damage** including the interests of other parties only insofar as required by contract or agreement with the Insured. The Insured shall declare the names, nature and extent of interest of any such parties at the time of any **damage** to the Company.

Provided always that the liability of the Company shall not be increased or affected in any way by such contracts or agreements.

Removal of Debris

The costs and expenses necessarily incurred by the Insured, with the consent of the Company, in removing debris, dismantling and/or demolishing, shoring up or propping up of the portion or portions of the **property insured** which have sustained **damage**.

This extension does not cover costs or expenses:

- incurred in removing debris except from the site where the **damage** occurred and within 100 metres thereof.
- arising from **pollution** or contamination of property not insured by this Policy.

Provided always that the liability of the Company shall be limited to the lesser of 25% of the Limit of Liability provided under Section 1 or \$50,000 each and every **occurrence**.

Security Devices

The costs and expenses incurred by the Insured in repairing or replacing any security device specifically designed for the physical protection of the **property insured** including any table, desk or trolley to which they are attached which are lost or **damaged** by theft or attempted theft.

Provided always that the liability of the Company shall be limited to the lesser of 10% of the cost of the **damaged property insured** or \$50,000 each and every **occurrence**.

Security Guard Costs

The additional cost incurred in employing or retaining temporary professional security guards following an insured loss by theft or malicious damage (including arson).

Provided always that:

1. the agreement of the Company has been obtained for the employment or retention of qualified and or certified security guards for more than four (4) days; and
2. the Company is satisfied that the employment or retention of security guards is necessary solely for the protection of **property insured**; and
3. the liability of the Company shall be limited to the lesser of 10% of the **damage to property insured** or \$25,000 each and every **occurrence**.

Terrorism outside Australia

For **damage to property insured** caused by **terrorism** occurring outside Australia.

Provided always that the liability of the Company shall be limited to \$5,000 each and every **occurrence**.

Trace and Access

The costs incurred to detect the point of escape of substances which have caused or may reasonably be expected to cause **damage to property insured**.

Provided always that:

1. prior agreement of the Company has been obtained in writing; and
2. the liability of the Company shall be limited to \$2,500 each and every **occurrence**.

Policy Exclusions

The following exclusions apply to each Section of this Policy except where expressly varied in any Section or by endorsement.

This Policy does not insure against physical loss, destruction or **damage** directly or indirectly caused by or resulting from:

1. Insects, vermin, inherent vice, latent defect, **mechanical or electrical**

- breakdown**, the application of the wrong current, wear, tear, gradual deterioration, deterioration due to dampness or dryness of atmosphere, extremes or changes of temperature, derangement, shrinkage, evaporation, loss of weight, rust, contamination, **pollution**, or leakage of contents, unless caused by a peril not otherwise excluded. This exclusion shall not apply to subsequent loss, destruction of or **damage to the Property Insured** occasioned by a peril (not otherwise excluded) resulting from any event or peril attached to this exclusion;
2. Shortage of inventory or any unexplained loss or mysterious disappearance;
 3. Rain, sleet, snow, or hail, whether driven by wind or not, to **property insured** in the open air unless such property is designed to function outside the confines of a building;
 4. Short circuit or other electrical injury, disturbance or failure, unless fire ensues and then only for loss or **damage** caused by such fire;
 5. Intentional acts of the Insured or at the direction of the Insured;
 6. Theft from any unlocked vehicle;
 7. Loss of magnetism and rubbing out of visual or sound tapes;
 8. Overheating of lighting or projection apparatus unless fire ensues and then only for loss or **damage** caused by such fire;
 9. Faulty projection or faulty manipulation or apparatus;
 10. Scratching of lenses and filters;
 11. Breakage of valves, filaments and the like including breakdown of belts, chains, fuses, circuit breakers, cathode ray or other electronic and/or picture tubes. This exclusion shall not apply if there is visible external **damage to property insured**;
 12. **Damage to the property insured** which is sustained whilst it is being repaired, renovated, restored or worked upon, and directly resulting therefrom;

13. Loss of or **damage to the property insured** sustained during **transit** where, having regard to the nature of the object insured and the circumstances of the transport, the packing was clearly insufficient; but this exclusion shall not apply to **property insured** which may be taken by the Insured or his employees or third parties as hand or personal luggage or to **property insured** conveyed by road vehicles in conformity with the customs and usage of the trade;
14. Loss or **damage to computer system's records**;
15. Consequential loss or **damage** which the Insured may suffer by reason of a claim by third parties for failure of the Insured to fulfill any contract;
16. Fraudulent, dishonest, or criminal act(s) committed alone or in collusion with others by any employee, officer, director, partner, agent, trustee or any other authorised agent of the Insured, whether or not such act(s) be committed during regular business hours;
17. **Damage to property insured** which occurred whilst **property insured** was located underground, located at any petrochemical plant or located on an offshore oil and/or gas drilling and/or production rig;
18. Theft by hirer or any person or company whom **property insured** has been entrusted to;
19. Any financial or pecuniary loss pertaining to the actual or potential commercial value of any information regardless as to whether this is contained in any **property insured** or not;
20. Fines, liquidated damages, penalties (contractual or non- contractual), performance warranties or multiple, aggravated, punitive or exemplary damages;
21. **Damage** caused by order of civil authority; except acts of destruction at the time of and for the purpose of preventing the spread of fire

provided that such fire did not originate from any cause otherwise excluded;

22. **Damage to electronic data** caused by or resulting from **malicious programming** regardless of any other cause or event that directly or indirectly:

22.1. contributes concurrently to; or

22.2. contributes in any sequence to;

damage, even if such other cause or event would otherwise be covered.

23. **Damage** caused by:

23.1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or

23.2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

24. **Damage** or business interruption, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of **terrorism** anywhere in the world regardless of any other cause or event contributing concurrently or in any other sequence of loss.

This Policy also excludes **damage** or business interruption, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

If, by reason of this exclusion, the Company determines that any **damage** or business interruption, cost or expense is not covered by this Policy the burden of proving the contrary will be upon the Insured.

25. **Damage** caused by:

25.1. war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil

war, rebellion, revolution, insurrection or military or usurped power; or

25.2. Seizure or destruction under quarantine or customs regulation, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade any weapon of war employing atomic fission, atomic fusion, radioactive force or radioactive material whether in time of peace or war.

26. No coverage shall be provided and the Company shall not be liable to make any payment or provide any benefit under this Policy to the extent that any applicable economic and/or trade sanctions (including without limitation, those imposed by Australia, the European Union, United Nations, United Kingdom or the United States of America) prohibit the Company or its parent from doing so.

Policy Conditions

The following conditions apply to each Section of this Policy except where expressly provided to the contrary.

Action by the Insured

In the event of **damage** for which a claim is or may be made under this Policy the Insured shall:

1. notify the Company promptly;
2. notify the police immediately it becomes aware that any **damage** has been caused by theft or attempted theft or by malicious persons;
3. carry out and permit to be carried out any action which may reasonably be practicable to prevent minimise or check any further **damage** or interruption or interference with the Insured's business;
4. deliver to the Company at the Insured's expense
 - 4.1. full information in writing of

circumstances, nature and amount of **damage**;

4.2. details of any other insurance on any **property insured**;

4.3. all such proofs and information relating to the claim as may be reasonably required;

4.4. if requested, a statutory declaration of the truth of the claim and of any matters connected with it; in any event within thirty (30) calendar days after such **damage** (seven (7) calendar days in the case of **damage** caused by theft or attempted theft, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Company may allow.

Automatic Reinstatement of Loss

In respect of any claim under Section 1 or Section 2 of this Policy the Limit of Liability shall be reinstated after payment by the Company of such claim.

No additional premium shall be payable to the Company for such reinstatement unless the amount of any settled claim exceeds the sum of \$50,000.

No automatic reinstatement of the Limit of Liability applies for Section 3 or Section 4. Any reinstatement of Limit of Liability for these Sections must be approved in writing by the Company.

Cancellation

This Policy may be cancelled by the Company in accordance with the *Insurance Contracts Act 1984* (Cth). This Policy may be cancelled by the Insured, subject to any known claims, by providing written notice to the Company. Cancellation will be effective as per the date notified by the Company.

In case the insured cancels this Policy, the Company will be entitled to retain not less than the amount paid for three (3) months of earned premium plus any administration fee.

Company's Rights following a Claim

On the happening of **damage** in respect of which a claim is made the Company and any person authorised by the Company may, without thereby incurring any liability or diminishing any of the Company's rights under this Policy, enter the premises where such **damage** has occurred and take possession of or require to be delivered to the Company any **property insured** and deal with such property for all reasonable purposes and in any reasonable manner.

In the event of a claim arising for which the Company shall be liable under this Policy the Company shall be entitled (but not obliged):

1. to undertake in the name of and on behalf of the Insured the absolute conduct and control of any proceedings and settlements of the same;
2. to take proceedings at its own expense and for their own benefit but in the name of the Insured to recover compensation or secure any indemnity from any third party in respect of anything covered by this Policy; and
3. to pay to the Insured in respect of any claim or claims the maximum liability of the Company as stated in the Policy Schedule, or such lesser sum for which the said claim or claims can be settled (subject to deduction in either case of any sum or sums already paid on account of such claim or claims) and thereafter the Company shall be under no further liability in respect of said claim or claims except for payment of costs and expenses incurred prior to the date of such payment and for which the Company may be liable hereunder.

Currency

All payments under this Policy shall be made in Australian dollars. If any calculation or payment is to be made in any other currency, then the rate of exchange to apply shall be that

applicable on the date of settlement as published in the Australian Financial Review.

First Named Insured

The person or organisation first named as the Insured in the Policy Schedule is primarily responsible for the payment of all premiums. The first named Insured will act on behalf of all other persons or organisations indemnified under this Policy for the giving and receiving of all notices and the receipt of any return premiums that become payable under this Policy.

Fraud

If a claim is fraudulent in any respect, or if fraudulent means are used by the Insured or by anyone acting on their behalf to obtain any benefit under this Policy, or if **damage** to the Insured Location or to **property insured** is caused by the willful act or with the connivance of the Insured, cover under this Policy may be forfeited subject to law.

General Average

For the purpose of claims for general average contributions and salvage charges recoverable under this Policy, the **Property Insured** shall be deemed to be insured for their full contributory value irrespective of any **excess**.

General Average deposits shall be payable to the Insured on production of general average deposit receipts.

The Insured must not sign any average bond or pay any general average deposit without first communicating and receiving approval from the Company.

Governing Law and Jurisdiction

This Policy shall be governed by Australian law and the parties submit to the exclusive jurisdiction of the Australian Courts.

Inspection

The Company shall have the right to inspect the **property insured** at all reasonable times during the Period of Insurance. The Insured agrees to make available the **property insured** at no expense to the Company to enable the Company to carry out such inspections and report thereon.

Material Alteration

The Insured shall advise the Company immediately in writing of any alteration which materially affects the risk insured.

Multiple Insureds

In the event that the Insured consists of more than one party or legal entity the liability of the Company shall not exceed the amount for which the Company would have been liable had **damage** been sustained by any one of such Insured parties or legal entities.

Payments on Account

Where liability under this Policy is admitted the Insured shall be entitled to receive payment(s) as agreed between the Insured and the Company in advance of final settlement.

Policy Voidable

Without prejudice to any of the Company's other rights, this Policy shall be voidable in the event of misrepresentation, or non-disclosure as per the *Insurance Contracts Act 1984* (Cth).

Reasonable Precautions

The Insured shall:

1. cause all reasonable precautions to be taken to prevent **damage** throughout the Period of Insurance; and
2. take all reasonable precautions to maintain the **property insured** in efficient operating condition and observe the manufacturers' and/or suppliers' instructions for use, operation, storage, **transit** and inspection of the **property insured**.

Subrogation

Subject to the Subrogation Waiver condition below, the Company shall have rights of subrogation to all the Insured's rights of recovery against any person or organisation before or after any payment is made under this Policy. The Insured shall execute and deliver such instruments and documents and do whatever else is necessary to secure such rights. The Insured shall do nothing after a loss occurs to prejudice such rights.

Subrogation Waiver

In the event of a claim arising under this Policy, the Company may, at its sole discretion, agree to waive any rights, remedies or relief to which it might become entitled by subrogation against:

- any Company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to the Insured current at the time of the **damage**;
- any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary current at the time of the **damage**.

Third Party Rights

A person or organisation who is not a party to this Policy has no rights under the Personal Properties and Securities Act 2009 (Cth) to enforce any term of this Policy. This condition is without prejudice to any rights existing under the *Insurance Contracts Act 1984* (Cth).

Goods and Services Tax

To the extent that the Insured is accountable to the tax authorities for goods and services tax (GST), all terms in this Policy shall be exclusive of such tax unless:

1. the Insured cannot recover GST in whole or in part; and
2. the sums insured include any such non-recoverable GST at the current rate.

Definitions

Acquired Property means property not otherwise excluded which the insured has either purchased outright or has entered into a finance contract to lease or purchase the item but excluding any property obtained by the insured via a hire or rental contract.

Mechanical or Electrical Breakdown means the actual breaking, distortion, mechanical or electrical failure or electrical burnout of any item of **property insured** or part thereof causing stoppage of its normal function and requiring its repair or replacement before normal operating conditions prevail.

Damage (with **damaged** having a corresponding meaning) means physical loss, destruction or damage to the **property insured** occurring at the insured location(s) shown in the Policy Schedule and not otherwise excluded.

Only applicable for Section 2 - Material Damage - Transit:

Damage also includes General Average Sacrifice where applicable, for any **transit** by sea insured by this policy.

Denial of Access means the use of the **property insured** or access to the Insured Locations being hindered or denied due to:

1. **damage** to property at or in the vicinity of the Insured Locations;
2. the exercise by any public and/or police authority of its powers for the sole purpose of safeguarding life;
3. the Insured Locations or any other premises in the vicinity of the Insured Locations including any rights of way being:
 - 3.1. occupied by terrorists;
 - 3.2. unlawfully occupied by third parties except in the course of a trade dispute;
 - 3.3. thought to contain or actually containing an explosive device;

- 3.4. destroyed, requisitioned, seized, closed down or sealed off by or under the order of the government or any public authority by any of the causes described in 1., 2. or 3.) above;

whether the Insured Locations or **property insured** are **damaged** or not.

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 programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Electronic Data Processing Media means computer records and/or media or storage devices (whether used or unused) programs (but excluding the value to the Insured of the information contained within it); storage racking and carrying cases, owned by, leased or rented to the Insured or for which the Insured is legally liable.

Failure of Supply means the accidental failure or fluctuation:

1. of the public supply of electricity at the terminal ends of the public supply authority's service feeders at the premises in which the **property insured** is situated;
2. of any land-line satellite or other telecommunications system not occasioned by the deliberate act of any public supply/ telecommunications authority nor the exercise by any such authority of its power to withhold or restrict operation other than for the sole purpose of safeguarding life or the authority's property;
3. of the electricity supply in the distribution wiring at the Insured Locations in which the **property**

General Property Package Policy Wording

Insured is situated not occurring solely as a result of a failure as described in 1) and 2) above.

Excess means the amount specified in the Policy Schedule applicable to a specific section of the Policy which the Insured must first contribute to a claim. Should more than one **Excess** apply under Sections 1, 2 or 3 of this Policy for any claim or series of claims arising from one original cause, such **Excesses** shall not be aggregated and the highest single level of **Excess** only shall apply. Contribution may be made by deduction from any claim payment by the Company.

Hired in Equipment means equipment hired in by the Insured and being of the type as specified in the Policy Schedule.

Indemnity Period means the period beginning with the occurrence of **damage** to the property insured, **failure of supply** or **denial of access** and ending not later than the number of weeks specified in the Policy Schedule thereafter during which time increased costs of working expenses are incurred.

Loss of Interest means interest that the Insured:

1. would have earned on money that would have been received; and/or
2. would not have incurred;

had the **damage** not occurred.

Malicious Programming means an illegal or malicious entry into electronic data or a system, which results in, functions that:

- distort, corrupt, manipulate, copy, delete, destroy, or slow down such electronic data or system.
- **malicious programming** does not mean theft of telephone services or **damage to property insured**.

Occurrence means:

1. earthquake (including any resulting tsunami) or volcanic eruption :
 - 1.1. one earthquake or volcanic eruption;
 - 1.2. or a series of earthquake shocks or volcanic eruptions occurring within any period of one hundred and sixty-eight (168) hours;
2. for windstorm involving, in whole or in part, any of the perils of weather:
 - 2.1. one weather event; or
 - 2.2. a series of related weather events occurring within seventy-two (72) hours;
3. for all other perils
 - 3.1. one event; or
 - 3.2. a series of causally related events that:
 - 3.3.1 contribute concurrently to; or
 - 3.3.1 contribute in any sequence to **damage**, business interruption or loss under this Policy.

For the purposes of this definition, any earthquake or volcanic eruption, or series of earthquake shocks or volcanic eruptions will be deemed to occur at the time of the first shock or eruption.

Pollution means:

1. any solid, liquid or gaseous or thermal irritant or contaminant including smoke, vapour, soot, fibres, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be disposed of recycled reconditioned or reclaimed;
2. organisms or micro-organisms including bacteria, fungus, mould or their spores or products; or
3. viruses or other pathogens.

Portable Computer Equipment

means computer equipment which is designed to be portable including:

- laptops, iPads, tablets, palmtops and other handheld computers;
- digital projectors, digital cameras and

personal digital assistants;

- electronic data processing media;

owned by, leased or rented to the Insured or for which the Insured is legally liable.

Portable computer equipment does not mean cellular telephones, pagers and other hand held communication devices where the sole or primary function of the item is to make/send or receive telephone calls and SMS messages.

Property Insured means property as described in the Policy Schedule but excluding:

- Money and negotiable instruments;
- jewellery, furs, bullion, precious metals or precious stones;
- any locomotive or rolling stock or watercraft;
- aircraft including unmanned aerial vehicle and any equipment attached thereto;
- vehicles, including motorbikes, ATV's and any other self propelled vehicle or trailer;
- livestock, animals, birds or fish;
- standing timber, growing crops and pastures;
- land;
- bridges, canals, roadways and tunnels, railway tracks;
- docks, wharves and piers;
- property underground, down hole or in any drain or sewer;
- property whilst utilised in water or underwater;
- property during the course of, and as a result of, its processing;
- property undergoing construction, erection, alteration or addition;
- stock unless specifically shown as an Item Insured in the Policy Schedule.

Reinstatement Value means:

1. where **property insured** is lost destroyed or **damaged** to the extent that it cannot be economically repaired, replacement by new

property of equal performance and/or capability, or if such be impossible, replacement by property having the nearest higher performance and/or capacity to the **property insured** lost destroyed or **damaged**; any replacement property shall, where required by the Insured be provided by and be capable of being supported by the Insured's existing suppliers, maintenance, software or systems support facility;

2. where **property insured** is otherwise **damaged**, the repair of the **damage** and the restoration of the **damaged** portion of the **property insured** to a working condition substantially the same as but not better or more extensive than its condition when new.

Static means the **property insured** when not in motion or when in motion but not used outside the confines of any permanent structure owned or used by the Insured.

Terrorism means any actual or threatened act, including but not limited to the use of force or violence 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 intimidate or injure any person, or influence any government and/or to put the public, or any section of the public, in fear.

Transit means when **property insured** is not **static**.

About Chubb in Australia

Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for over 50 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages include Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, for a broad client base, including many of the country's largest companies.

More information can be found at www.chubb.com/au

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Chubb General Property Package Policy Wording, Australia. Published 11/2016.
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Chubb05-02-1116