

# Business Insurance

## Supplementary Product Disclosure Statement



This Supplementary Product Disclosure Statement (Supplementary PDS) updates, and should be read with, the Business Insurance Product Disclosure Statement and Policy Booklet (PDS), Edition 3 dated 20 March 2007. These documents together with your current Certificate of Insurance make up the terms and conditions of your insurance contract with us. Your current Certificate of Insurance outlines the cover you have chosen.

### Supplementary PDS 3.6

**This supplementary Product Disclosure Statement (Supplementary PDS) Edition 3.6 will apply to policies with a commencement date on or after 28/12/2015 or with a renewal effective date on or after 28/12/2015. This Supplementary PDS replaces previous versions 3.1, 3.2, 3.3, 3.4 & 3.5.**

## FLOOD

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We have made changes to the flood cover provided under certain sections of our PDS. The changes are as follows:

### General Definitions "Flood" (Page 4 of the PDS)

The words that appear in the "Meaning" column for "Flood" have been deleted and replaced with the following:

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

- (a) a lake (whether or not it has been altered or modified);
- (b) a river (whether or not it has been altered or modified);
- (c) a creek (whether or not it has been altered or modified);
- (d) another natural watercourse (whether or not it has been altered or modified);
- (e) a reservoir;
- (f) a canal;
- (g) a dam.

### Section 1.5(3) – Fire and Other Defined Events – Specific Exclusions – Flood (Page 11 of the PDS)

The words that appear in Section 1.5(3) – Flood are deleted and replaced with the words "We will not pay for loss, destruction or damage caused directly or indirectly by Flood."

### Section 1.6(1) – Fire and Other Defined Events – Optional Cover – Flood (Page 12 of the PDS)

Flood is no longer an optional cover offered under Section 1.6(1). The word "Flood" and the words that appear under the heading "Details of Cover", are deleted.

### **Section 15.5(7) – Domestic House and Contents – Specific Exclusions Flood (Page 88 of the PDS)**

The words that appear in Section 15.5(7) under the heading “Excluded Circumstances” are deleted and replaced with the words “We will not pay for loss, destruction, or damage caused directly or indirectly by Flood.”

### **Section 15.7(1) – Domestic House and Contents – Optional Cover – Flood (Page 89 of the PDS)**

Flood is no longer an optional cover offered under Section 15.7(1). The word “Flood” and the words that appear under the heading “Details of Cover” are deleted.

### **Section 15.7(2) – Accidental Damage (Page 89 of the PDS)**

The words that appear in Section 15.7(2) (b)(xx) are deleted and replaced with the words “and of the Defined Events in Section 15.2 or the Additional Benefits in Section 15.4.”

## **FINANCIAL CLAIMS SCHEME**

If we become insolvent, this policy may be protected under the Federal Government’s Financial Claim Scheme administered by APRA. This means that if you meet certain eligibility criteria you may receive payment under the scheme. For more information please see [www.apra.gov.au](http://www.apra.gov.au) or contact the APRA hotline on 1300 55 88 49.

## **SECTION 6 BROADFORM LIABILITY**

We have made some changes to Section 6 Broadform Liability of the PDS:

### **Section 6.1 Definitions (Page 31 of the PDS)**

The words that appear in the “Meaning” column for “Occurrence” have been deleted and replaced with the following:

- (a) Any
  - (i) event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended by you; or
  - (ii) intentional act, by you or at your direction, resulting in Personal Injury but only if such Personal Injury arises solely from the use of reasonable force for the purpose of protecting persons or property.
- (b) All events and intentional acts (including intentional acts intended to protect persons or property or to prevent any or further damage or loss) arising directly or indirectly from one source or original cause are to be regarded as one Occurrence.

### **Section 6.5(18) Contract Works (Page 37 of the PDS)**

The words that appear in Section 6.5(18) have been deleted and replaced with the following:

We will not pay for claims arising out of construction, erection, demolition, alteration, or installation work by you, or on your behalf except, where the total contract price payable to, or by, you at any time of the commencement of all work is less than \$500,000.

## SECTION 7 PERSONAL ACCIDENT AND ILLNESS

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We have made some changes to Section 7 Personal Accident and Illness of the PDS:

### Section 7.2(1)(f) Defined Events (Page 41 of the PDS)

We have made a change to Defined Event 7.2(1)(f) on page 41 of the PDS. The words that appear in section 7.2(1)(f) are deleted and replaced by the following:

- (f) total and permanent disablement such that he/she cannot engage in or attend to any profession, business or occupation for the remainder of his/her life;

## SECTION 8 MACHINERY

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We have made some changes to Section 8 Machinery of the PDS:

### Section 8.1 Definitions (Page 46 of the PDS)

The following has been added to 8(1) Definitions:

#### Blanket Cover

The intended meaning of the words "Blanket Cover" shown in the Certificate of Insurance is the electrical or mechanical machinery comprising of:

1. refrigeration and air-conditioning systems up to and including 3.7KW (5hp) compressor motor size;
2. microwave ovens, electronic scales and cash registers;
3. other electric motors up to and including 5kw (7hp) excluding refrigeration and air-conditioning compressor motors; and
4. hot water boilers and/or coffee machines up to an including 75kw (300,000 btu/hr).

## SECTION 10 MOTOR VEHICLES

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We have made some changes to Section 10 Motor Vehicles of the PDS:

### Section 10.4(1)(i) Additional Benefits - Hire Costs Following Theft (Page 63 of the PDS)

We have made a change to Section 10.4(1)(i) Hire Costs Following Theft on page 63 of the PDS. Section 10.4(1)(i) has been replaced and now reads:

#### 10.4(1)(i) Hire Costs Following Theft

- (i) We will pay up to \$1,000 in addition to the Sum Insured following the theft of the Vehicle for the cost of hiring a similar vehicle for a period:
  - (a) up to a maximum of 14 days; or
  - (b) up to the date of recovery of the Vehicle, whichever is the shortest period of time.
- (ii) We will pay you up to \$2,000 in total for any excess you are required to pay, and the amount of security bond forfeited under a hire car agreement if:
  - (a) we have agreed to pay the cost of the hire car; and
  - (b) the excess or security bond is payable as a result of loss or damage to the hire car or loss or damage caused by the hire car during the hire period we cover.

## SECTION 15 DOMESTIC HOUSE AND CONTENTS

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We have made some changes to Section 15 Domestic House and Contents of the PDS:

### Section 15.1 Definitions “Home Building” (Page 79 of the PDS)

The words that appear in the “Meaning” Column for “Home Building” 15.1(e) have been deleted and replaced with the following words:

- (e) cemented, bitumen, or asphalted paths or driveways, terraces, wells, bores and pergolas;

## SECTION 16 GENERAL EXCLUSIONS

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We have made some changes to Section 16 General Exclusions of the PDS:

The following has been added as a specific exclusion under Section 16.

### (9) Computer Viruses, Attacks by Hackers, Data Manipulation or Operational Errors

We will not pay for loss, destruction, damage, cost, expense, injury, illness or the incurring of a liability directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

- (a) Computer Viruses;
- (b) attacks by hackers;
- (c) data manipulation by third parties; or
- (d) any operational errors.

### Section 16(5) Terrorism (Page 92 of the PDS)

The following words that appear in Section 16(5) “Terrorism” under the heading “Excluded Circumstances” are deleted:

“Provided that in accordance with the Terrorism Insurance Act 2003, the above exclusion will not apply in respect to an act deemed by the Federal Treasurer to be a “declared terrorist incident”.”

## SECTION 17 GENERAL CONDITIONS

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We have made some changes to Section 17 General Conditions of the PDS:

The following has been added as a general condition in this Section:

### (19) Electronic Communication

- (a) It may be possible to have your policy documents sent to you electronically by e-mail. If you tell us to send your policy documents to you electronically, then we will send them to the e-mail address you give us rather than to your mailing address.
- (b) Any policy documents we send to your e-mail address are considered to have been received by you 24 hours from when we send them. If you don't tell us to send your policy documents to you electronically, then we will send them by post to the mailing address you gave us.
- (c) You are responsible for making sure the e-mail and mailing address we have for you are up to date.

### Section 17(11)(b) Paying by Instalments (Page 97 of the PDS)

The words that appear in Section 17(11)(b) have been deleted and replaced with:

- (b) Where we have not received an instalment payment:
  - (i) we will send you notice in writing regarding your non-payment at least 14 calendar days before any cancellation by us for non-payment;
  - (ii) if, after sending the above notice, we do not receive the instalment payment we will send you a second notice in writing, either:
    - (A) prior to cancellation, informing you that your policy is being cancelled for non-payment; or
    - (B) within 14 days after cancellation by us, confirming our cancellation of your policy.

## Section 17(14) Excess (Page 97 of the PDS)

The words that appear in Section 17(14) have been deleted and replaced with the following:

- (a) We will deduct from the amount to be paid to you the amount of Excess shown on the Certificate of Insurance or in this policy.
- (b) Any Voluntary Excess and/or Additional Excess are in addition to the Basic Excess.
- (c) You must pay all the Excesses that apply to the claim.
- (d) We will apply the highest applicable Excess, or any aggregate Excess if more than one Section of the policy applies to any claim arising from the one event, unless:
  - (i) The claim applies across Section 6 Broadform Liability, Section 7 Personal Accident & Illness, Section 10 Motor Vehicles and Section 15 Domestic House and Contents;

then we will apply an Excess to each individual item as specified in the Certificate of Insurance across all applicable Sections as specified in (d) (i) above, in addition to the highest applicable Excess.

## CHANGES TO YOUR PDS

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Your PDS is amended by the deletion of the Duty of Disclosure notice.