

# EasyBiz 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 1 dated 4th June 2006. 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 1.5

**This supplementary Product Disclosure Statement (Supplementary PDS) Edition 1.5 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 versions 1.1, 1.2, 1.3 & 1.4.**

### FLOOD

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

#### **Section 1.1 Fire and Other Defined Events** **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.

### FINANCIAL CLAIMS SCHEME

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If we become insolvent, this policy may be protected under the Federal Government's Financial Claims 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 2 SHORTAGE IN TURNOVER AND ADDITIONAL WORKING COSTS

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We have made changes to Section 2 Shortage in Turnover and Additional Working Costs of the PDS:

### **Section 2.4(2)(c) Additional Benefits – Murder, Suicide, Poisoning, Disease or Defective Sanitary Arrangement (Page 15 of the PDS)**

The words that appear in Section 2.4(2)(c) have been deleted and replaced with:

If loss results from the interruption to or interference with the Business due to:

- (i) murder or suicide occurring at the Premises;
- (ii) injury, illness or disease caused by the consumption of food or drink provided and consumed at the Premises;
- (iii) the outbreak of a human infectious or contagious disease occurring within a 20 kilometre radius of the Premises;
- (iv) closure or evacuation of the Premises by order of a government, public or statutory authority consequent upon:
  - (a) the discovery of an organism likely to result in human infectious or contagious disease at the Premises;
  - (b) vermin or pests at the Premises;
  - (c) defects in the drains or other sanitary arrangements at the Premises

then, for the purpose of this Section 2, that loss will be deemed to be in consequence of Damage.

We will not cover interruption or interference to the Business under Additional Benefits (c)(iii) and (c)(iv)(A) in respect of Highly Pathogenic Avian Influenza in Humans or any other diseases declared to be quarantinable diseases under the Quarantine Act 1908 and subsequent amendments.

## SECTION 4 BROADFORM LIABILITY

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We have made changes to Section 4 Broadform Liability of the PDS:

### **Section 4.1 Definitions (Page 30 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 4.5(21) Contract Works (Page 38 of the PDS)**

The words that appear in Section 4.5(21) 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 4.4(2) Additional Benefits – Treatment Risk (Page 34 of the PDS)**

The words that appear in Section 4.4(2) are deleted and replaced with the following:

- (a) If your business is that of a hairdresser or beauty salon, we will pay for claims in respect of Personal Injury arising directly or indirectly out of, or caused by, haircutting, hair colouring, hairdressing, shaving, shampooing, massaging, manicuring, facial treatments, ear piercing, hair removal, and the use of hand or electric appliances.
- (b) We will not pay for claims arising directly or indirectly out of, or caused by:
  - (i) body or facial piercing, other than ear piercing;
  - (ii) puncturing, cutting, removal or peeling of skin;
  - (iii) laser treatment;
  - (iv) cosmetic tattooing or micro pigmentation;
  - (v) any treatment or activity in respect of weight management or weight reduction;
  - (vi) the use of any sporting equipment or apparatus designed for exercise, weight management or weight reduction;
  - (vii) the use of any solarium, tanning machine or similar device; or
  - (viii) out of or resulting from sexual assault or sexual molestation.
- (c) Our total liability for all claims, during the Period of Insurance, arising out of the cover provided by Section 4.4(2) is limited to the Limit of Liability or \$10,000,000 whichever is the lesser, less the stated Excess.
- (d) Section 4.5(15) does not apply with respect to the cover provided by this Section 4.4(2) Treatment Risk.

#### **SECTION 6 GENERAL EXCLUSIONS**

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We have made changes to Section 6 General Exclusions of the PDS:

The following have been added as general exclusions under this Section:

##### **(8) Bushfire / Cyclone**

- (a) We will not provide any cover, for a period of 48 hours from the time of the commencement of your insurance, for damages or loss caused by:
  - (i) bushfire or grassfire; or
  - (ii) a named cyclone.
- (b) This exclusion does not apply, however, if this insurance commences directly after:
  - (i) another insurance policy covering the same property expired, without a break in cover;
  - (ii) you have entered into a contract of sale to purchase the property; or
  - (iii) you have entered into a contract to lease the property.

##### **(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 6(6) Terrorism (Page 50 of the PDS)**

The following words that appear in Section 6(6) "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 7 GENERAL CONDITIONS**

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We have made some changes to Section 7 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 7(10)(b) Paying by Instalments (Page 54 of the PDS)**

The words that appear in Section 7(10)(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 7(13) Excess (Page 54 of the PDS)**

The words that appear in Section 7(13) have been deleted and replaced with:

- (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 4 Broadform Liability;

then we will apply an Excess to Section 4 Broadform Liability, 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.