

Supplementary Product Disclosure Statement

SPDS Edition 1

This Supplementary Product Disclosure Statement (SPDS) was prepared on 15 January 2021 and will apply to all **RACV Business Insurance Product Disclosure Statement and Policy Booklets** (Preparation date: 9 April 2021) version C1340 REV2 04/21 (PDS) taken out with a new business effective date on or after 30 May 2021, or with a renewal effective date, on or after 30 May 2021.

The information in this SPDS updates and should be read with the PDS and any other applicable SPDS. These documents together with Your 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.

Changes to Your PDS

Change 1 – Addition and revision to General definitions

1. Your PDS is amended by adding the following additional definitions on pages 7-9 within the 'General definitions' section:

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

1. 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;
2. 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 between organisms; and
3. 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 property.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Electronic Data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.



Cyber Loss means any 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 Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

Data Processing Media means any Property Insured by this Policy on which Electronic Data can be stored but not the Electronic Data itself.

Human Infectious or Contagious Disease means:

- a) influenza but not Highly Pathogenic Avian Influenza in humans or human influenza with pandemic potential; or
- b) viral gastroenteritis, norovirus and rotavirus; or
- c) legionnaires' disease (legionellosis).

Time Element Loss means business interruption, contingent business interruption or any other consequential losses insured under this Policy.

2. Your PDS is amended by deleting the definition of 'Electronic Data' on page 8 within the 'General definitions' section and replacing it with the following:

Electronic 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.

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Change 2 – Replacement of the Electronic data and Date recognition General exclusions
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Your PDS is amended by deleting clauses '2. Electronic data' and '3. Date recognition' on pages 9 and 10 within the 'General exclusions' section and replacing them with the following:

2. Cyber and Electronic Data

Your Policy does not cover any:

- a) Cyber Loss, except that subject to all the terms, conditions, limitations and exclusions of the Policy or any endorsement thereto, this Policy covers Damage to Property Insured under this Policy and any Time Element Loss directly resulting therefrom where such Damage is directly caused by the following perils if otherwise covered under the Policy:
 - i. theft or burglary;
 - ii. storm, windstorm, hail, tornado, cyclone, hurricane;
 - iii. fire, lightning or explosion;

- iv. earthquake, volcano eruption or tsunami;
- v. Flood, freeze or weight of snow;
- vi. aircraft impact or Vehicle impact or falling objects;
- vii. water damage;
- viii. a change in temperature affecting refrigerated goods; or
- ix. machinery or electronic breakdown, including collapse or explosion or pressure equipment.

which directly results from a Cyber Incident, unless that Cyber Incident is caused by , contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber; or

- b) loss, damage, liability, claim, cost, 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 Electronic Data, including any amount pertaining to the value of such Electronic Data,

Provided however that subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by You suffer Damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Electronic Data from back up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Electronic Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Electronic Data, to You or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

This exclusion does not apply to Section 5 General and Products Liability, Section 6 Employee Dishonesty or Section 12 Commercial Motor Vehicles Part B - Third Party Liability.

This exclusion clause supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Electronic Data or Data Processing Media, replaces that wording.

Your PDS is also amended by renumbering the exclusions on page 10 within the 'General exclusions' section as follows:

3. Territorial limitations
4. Unoccupancy
5. Known defects
6. Intentional acts

The content and operation of these exclusions remains the same aside from the numbering.

Change 3 - Inclusion of Communicable diseases

General exclusion

Your PDS is amended by inserting the following additional exclusion on page 10 within the 'General exclusions' section:

7. Communicable diseases

Your Policy does not cover any actual or alleged loss, damage, liability, cost, expense or any other amounts of whatever nature directly or indirectly caused by, arising from, contributed to by, resulting from, or otherwise in connection with:

- a) disease
- b) a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto;
- c) any disease determined to be a 'listed human disease' under, or any disease in respect of which a 'biosecurity emergency' or 'human biosecurity emergency' is declared under, the Biosecurity Act 2015 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation;
- d) any disease determined by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC);
- e) Highly Pathogenic Avian Influenza (HPAI) in humans;
- f) rabies;
- g) cholera;
- h) any pandemic, epidemic or any other outbreak of infectious disease; or
- i) any:
 - mutation of; or
 - fear or threat (actual or perceived) of; or
 - action taken to control or prevent or suppress,

the diseases, conditions or circumstances described in this exclusion.

Provided that this exclusion will not apply to Damage to Your Property Insured under Section 1 Property or loss and additional costs or expenses insured under Section 2 Business Interruption, as a consequence of Damage covered under Section 1 Property, caused by the following perils, subject to all other provisions of the Policy:

fire, lightning, thunderbolt, aircraft or other aerial devices or articles dropped therefrom, earthquake, tsunami, subterranean fire, volcanic eruption, storm, tempest, rainwater, snow, sleet, wind, hail, water, liquids or substances discharged, overflowing or leaking from fixed apparatus, fixed appliances, fixed pipes or other systems, riots, civil commotions, strikes or locked out workers or persons taking part in labour disturbances, explosion, impact by Vehicles, animals or trees or branches of trees, communication masts, towers, antennae, satellite dishes, Watercraft, meteorites, or theft of Electronic Data solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such Electronic Data.

For the avoidance of doubt "loss, damage, liability, cost, expense or any other amounts" includes any cost to clean up, decontaminate, disinfect, remove, replace, monitor and/or test for such diseases, conditions or circumstances described in this exclusion.

This exclusion does not apply to Section 5 General & Products Liability and Section 12 Commercial Motor Vehicles Additional benefits - Part B Third Party Liability.

This exclusion does not apply to Additional benefits '2. Murder, suicide & infectious disease' in Section 2 Business Interruption but only in respect of any Human Infectious or Contagious Disease not otherwise excluded by sub-clauses c), d), e), h) (as it relates to any pandemic or epidemic) or i) as it relates to c), d), e) or h) (as it relates to any pandemic or epidemic) above.

Change 4 – Inclusion of Pandemic & epidemic General exclusion

Your PDS is amended by inserting the following additional exclusion on Page 10 within the 'General exclusions' section:

8. Pandemic & epidemic

We will not pay for any liability whether actual or alleged, directly or indirectly caused by, or contributed to by, or in consequence of, or in any way connected with any:

- a) disease determined to be a 'listed human disease' or in respect of which a 'human biosecurity emergency' is declared under the Biosecurity Act 2015 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation;
- b) outbreak of infectious disease declared as a pandemic or epidemic by the World Health Organisation or any Australian government or Australian government agency; or
- c) disease determined by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC).

This exclusion does not apply to Section 1 Property, Section 2 Business Interruption, Section 3 Theft & Money, Section 4 Glass, Section 6 Employee Dishonesty, Section 7 Machinery, Section 8 Computer & Electronic Equipment, Section 9 Portable Property, Section 10 Taxation Investigation, Section 11 Personal Accident & Illness or Section 12 Commercial Motor Vehicles Part A – Damage to or theft of your Vehicle or Commercial Caravan.

Change 5 – Inclusion of Cyber & data (liability cover specific) General exclusion

Your PDS is amended by inserting the following additional exclusion within the 'General exclusions' section commencing on page 9:

9. Cyber & data

Your policy does not cover any liability arising out of any illegal, unlawful, malicious or criminal act or series of related illegal, unlawful, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of or use of Data.

For the purpose of the General exclusion only, the following definition applies:

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

This exclusion does not apply to Section 1 Property, Section 2 Business Interruption, Section 3 Theft & Money, Section 4 Glass, Section 6 Employee Dishonesty, Section 7 Machinery, Section 8 Computer & Electronic Equipment, Section 9 Portable Property, Section 10 Taxation Investigation, Section 11 Personal Accident & Illness or Section 12 Commercial Motor Vehicles Part A – Damage to or theft of your Vehicle or Commercial Caravan

Change 6 – Amendment to Section 1 Property Exclusions

Your PDS is amended by deleting the word 'disease' from clause '11, Insects, rust, mould etc.' on page 20 within the 'Exclusions' section of Section 1 Property.

Change 7 – Replacement of the Murder, suicide or disease additional benefit

Your PDS is amended by deleting clause '2. Murder, suicide or disease', on page 26 within the 'Additional benefits' section of Section 2 Business Interruption, and replacing it with the following:

2. Murder, suicide & infectious disease

loss that results from interruption or interference with Your Business directly arising from closure or evacuation of the whole or part of the Insured Premises by order of a competent public authority consequent upon:

- a) a Human Infectious or Contagious Disease at the Insured Premises, not otherwise excluded under the Policy;
- b) the discovery of vermin or pests or defects in the drains or other sanitary arrangements at the Insured Premises;
- c) poisoning directly caused by the consumption of food or drink provided on the Insured Premises; or
- d) murder or suicide occurring in or at the Insured Premises,

occurring during the Period of Insurance (this shall be deemed to be Damage to Property used by You at the Situation).

Provided that:

- i. for the avoidance of doubt, the '7. Communicable Disease' exclusion within the 'General exclusions' section of the Policy applies to the cover provided by this additional benefit; and
- ii. The maximum amount payable under this additional benefit in the aggregate for the Period of Insurance is \$250,000 unless otherwise specified in the Certificate of Insurance; and
- iii. We will not cover the first 48 hours of any interruption or interference with Your Business unless otherwise specified in the Certificate of Insurance; and
- iv. We will not pay for any cost to clean up, decontaminate, disinfect, remove, replace, monitor and/or test for any diseases, conditions or circumstances described in this additional benefit.

For the purpose of this additional benefit only, the following definition applies:

Insured Premises means only the premises at the Situation shown in the Certificate of Insurance that are directly owned, leased or controlled by You and does not include any extension to the definition of Situation elsewhere in the Policy or Certificate of Insurance.

Insurer

Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 issued to clients of the RACV Group
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