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## Section 5 - Burglary

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This section is subject to the General Conditions contained in the **Policy Booklet**.

### Specific Definitions

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The meaning of some of the important words and terms used in Section 5 only, are shown below.

**Burglary** means:

- a) stealing consequent upon actual forcible and violent entry into or exit from the **Premises**;
- b) stealing or any attempted stealing by any person concealed on the **Premises**; or
- c) stealing consequent upon threat of immediate violence or violent intimidation.

**Contents** means:

- a) office furnishings, **Business** furniture, utensils of trade, machinery and plant;
- b) documents, but only for their value as stationery;
- c) patterns, models, moulds, dies, designs, but limited to the value of such items in **your** financial records, used in connection with the **Business**;
- d) tenants' improvements (when **you** are the tenant but not the owner of the **Premises**);
- e) landlord's fixtures and fittings for which **you** as tenant are legally liable;

owned by **you** or for which **you** are legally responsible.

**Stock In Trade** means:

- a) stock in trade and/or merchandise, including the value of work done, containers and packaging materials and raw material which **you** own; and
- b) customers' goods and items held in trust or on commission for which **you** are legally responsible;

but does not include tobacco, cigars and cigarettes unless they are specified in the **Schedule**.

**Premises** means the premises as defined in the General Definitions, but not including any garden, enclosed yard, open verandah, open building or other open areas.

**Theft** means stealing other than **Burglary**.

### Cover Provided

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If **your Schedule** indicates that **you** have taken out insurance under Section 5, **we** will pay **you** if the **Property** at the **Premises** is **Damaged** during the **Period of Insurance** as a result of **Burglary** and on the basis set out below.

**We** will not pay **you** in respect of any of the matters set out in the Specific Exclusions listed below or the General Exclusions contained in the **Policy Booklet**.

### Basis of Settlement

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If **you** have a valid claim under Section 5, **we** will at **our** option pay for or **Reinstate** the **Property** on the basis set out below.

#### 1. Contents

Where the item of **Contents** or item specified in the **Schedule** is:

- a) lost or destroyed, its replacement by a similar item, to a condition equal to but not better or more extensive than its condition when new; or
- b) **Damaged**, the repair or restoration of the item to a condition substantially the same as but not better or more extensive than its condition when new;

but only if:

- i. the replacing or repair is carried out within a reasonable time;
- ii. the repair cost does not exceed the **Reinstatement** cost had the **Property** been totally lost or destroyed; and
- iii. the cost of replacement or repair has actually been incurred;

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**We** are not bound to replace, restore or repair exactly or completely, but only as circumstances permit and in a reasonably sufficient manner. If the item is not replaced or repaired **we** will only pay the **Indemnity** value of the item, but not exceeding the replacement cost.

2. Stock In Trade, Tobacco, Cigars and Cigarettes  
Where **Stock in Trade**, tobacco, cigars and cigarettes are:
  - a) lost or destroyed, its replacement by a similar item, to a condition equal to but not better or more extensive than its condition at the time of the claim; or
  - b) **Damaged**, the repair or restoration of the item to a condition substantially the same as but not better or more extensive than its condition at the time of the claim taking into account depreciation, wear, tear, deterioration and whether the stock is obsolete;

but only if:

- i. the replacing or repair is carried out within a reasonable time;
- ii. the repair cost does not exceed the **Reinstatement** cost had the **Property** been totally lost or destroyed;
- iii. the cost of replacement or repair has actually been incurred.

**We** are not bound to replace, restore or repair the **Stock in Trade**, tobacco, cigars and cigarettes exactly or completely, but only as circumstances permit and in a reasonably sufficient manner.

If the **Stock in Trade**, tobacco, cigars and cigarettes are not replaced or repaired, **we** will only pay the **Indemnity** value of the item, but not exceeding the replacement cost.

3. Our Limit of Liability  
**Our** liability is limited to the **Sum Insured** stated in the **Schedule** less the **Excess** shown.

4. Automatic Reinstatement of the Sum Insured  
Following the occurrence of **Damage**, the **Sum Insured** is reinstated to the full amount specified in the **Schedule**, provided that **we** agree to reinstate the **Sum Insured** and, if required by **us**, **you** pay the appropriate extra **Premium**.

### Additional Benefits

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**If you have a valid claim under Section 5, we will also pay you the following Additional Benefits necessarily and reasonably incurred and in addition to the Sum Insured.**

1. Temporary Protection  
**We** will pay up to :

- a) \$2,000; or
- b) the amount specified in the **Schedule**;

whichever is greater, in total, during the **Period of Insurance**, for the cost of temporary protection or the safety of the **Property** pending repair of the **Damage**.

2. Locks or Keys  
**We** will pay up to \$2,000 in total, during the **Period of Insurance**, for the cost of re-coding or, if necessary, replacing locks or keys.

**If you are insured under Section 5, we will extend your insurance to include the following Additional Benefits.**

3. Directors', Proprietors', Partners and Employees' Personal Property  
**We** will pay up to:

- a) \$500 in respect of any one director or **Employee**; and
- b) up to a total of \$2,000 during the **Period of Insurance**;

for the cost of directors' and **Employees'** tools of trade and personal property, other than **Money**:

- i. on the **Premises**;
- ii. used in connection with the **Business**; and

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- iii. **Damaged** as a result of an insured event under Section 5.
4. Repairing Damage to Buildings  
**We** will pay up to:
- a) \$5,000; or
- b) the amount specified in the **Schedule**;
- whichever is greater, in total, during the **Period of Insurance**, for repairing **Damage** to the **Buildings** arising from **Burglary** or attempted **Burglary**, but only if **you** are the owner, landlord, or a tenant and liable under the terms of a lease for **Damage** to the **Buildings**.
5. Seasonal Increase in Sum Insured  
**We** will increase the **Sum Insured** specified in the **Schedule** for **Stock in Trade** by 30% during the following periods:
- a) for 60 days prior to Christmas Day and for 21 days following Christmas Day; and
- b) for 35 days prior to Easter Tuesday.
6. Bank Holiday Increase  
**We** will increase the **Sum Insured** specified in the **Schedule** for **Stock in Trade** by 30% during the following periods:
- a) Bank Holiday(s); and
- b) Gazetted Public Holidays (other than Bank Holidays), which fall on days adjacent to a weekend. If such a weekend occurs during the "Seasonal Increase in Sum Insured" as stated in Additional Benefits clause 5 above, only one such increase will apply.
7. Cost of Restoring Record Books  
**We** will pay up to:
- a) \$1,000; or
- b) the amount specified in the **Schedule**;
- whichever is greater, for the cost of restoring **your** records and books of account **Damaged** as a result of an Insured Event under Section 5.
8. Security Film  
**We** will pay for the cost of developing the film from security cameras following a loss.
9. Theft  
**We** will pay up to \$2,000 for the **Theft** of **Contents** in an office provided that:
- a) this is the maximum amount for any one occurrence and in total during the **Period of Insurance**; and
- b) the loss is discovered within twenty one (21) days of its occurrence.
10. Theft by Employee(s)  
**We** will pay for the **Theft** of **Property** as a result of acts of fraud or dishonesty by an **Employee** or group of **Employees** acting in collusion, during the **Period of Insurance** and discovered within 30 days of it occurring.
- We** will not pay:
- i. more than \$2,500 during any one **Period of Insurance**;
- ii. if the police are not notified immediately; or
- iii. for loss arising from any act of fraud or dishonesty committed by an **Employee** or group of **Employees** acting in collusion after discovery by **you** of any act of fraud or dishonesty on the part of that **Employee** or group of **Employees** acting in collusion.
- If **you** are insured under Section 8 Money, this Additional Benefit shall not be cumulative and shall be limited to \$2,500 in the aggregate any one **Period of Insurance**.
- This extension shall not apply if **you** are also insured under Section 11 Fraud or Dishonesty of this **Policy**.
11. Additional Premises – Provisional Cover  
**We** will insure **you** for all property within Australia that you acquire after the commencement of the **Period of Insurance**, for 30 days from first being used by **you** (unless the **Period of Insurance** ends sooner) or the property ceases to be **yours**, whichever occurs first, but the cover is limited to:

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a) the **Business**, and

b) the **Property**.

**We** will pay up to:

i. 10% of the highest **Sum Insured** shown in the **Schedule** in relation to each item of **Property**; or

ii. \$5,000;

whichever is the lesser.

If **you** acquire any additional property during the **Period of Insurance**, **you** must notify **us** in writing within 30 days from **you** first using the additional property. If **we** agree to insure the additional property, **you** must pay any additional **Premium** requested by **us**. If **you** do not pay the additional **Premium**, **we** will not indemnify **you** for **Damage** to the additional property.

### Specific Exclusions

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**We** do not pay **you** under Section 5 in the following circumstances.

1. Money

**We** will not pay for **Damage** to **Money**.

2. Tobacco

**We** will not pay for loss, destruction or **Damage** to tobacco, cigars or cigarettes, unless specified in the **Schedule**.

3. Alcohol

**We** will not pay for loss, destruction or **Damage** to alcohol unless specified in the **Schedule**.

4. Vehicle, Aircraft, Watercraft and accessories

**We** will not pay for **Damage** to motor vehicles of any type, including motorcycles, trailers, tractors and self-propelled implements, watercraft, aircraft, or their accessories, unless specified in the **Schedule**.

5. Plans or Designs

**We** will not pay for **Damage** to patterns, models, moulds, plans, or designs.

6. Glass

**We** will not pay for breakage of glass.

7. Personal Property and Household Property

**We** will not pay for **Damage** to personal valuables, clothing and personal effects, and all other household property which may be more specifically insured under this **Policy** or any other policy of insurance.

8. Burglary during or following Fire

**We** will not pay for **Damage** resulting from **Burglary**, or attempted **Burglary**, during or following a fire at the **Premises**.

9. Unexplained Shortages

**We** will not pay for **Damage** in the form of unexplained shortage and/or disappearance.

10. Family or Employees

**We** will not pay for **Damage** resulting from **your** connivance, or caused by any of **your** family or **your Employees**, or a person lawfully on the **Premises**, except as provided for under **Additional Benefit** clause 10.

11. Other

**We** will not pay for **Damage** resulting from:

a) **Theft**, except as provided for under **Additional Benefit** clause 9 or 10; or

b) **Burglary** of any items kept or stored in any garden, enclosed yard, open veranda, open building or other open areas.