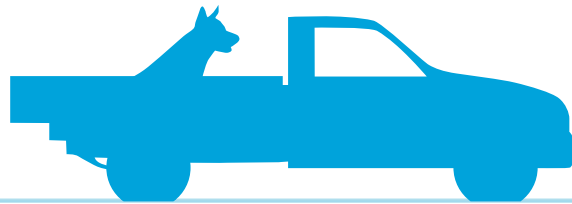


BLUE DOG



Insurance for the tradie... and his dog

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Trades Cover

Insurance Policy

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Introduction

This booklet is split into 3 parts: Part A, Part B and Part C. Parts A-C all form part of the Trades Cover Insurance Policy which we will refer to as your Policy.

Part A: Product Disclosure Statement

Part A of this booklet contains the Product Disclosure Statement for Section 2A, Canine Extension. Items appearing under this part apply to Section 2A.

Part B: General Matters

Part B of this booklet contains General Matters. Items appearing under this part apply to all the following covers available within and form part of your Policy:

- Section 1-General Liability
- Section 2-General Property
- Section 2A-Canine Extension
- Section 3-Fire & Other Defined Events
- Section 4-Business Interruption
- Section 5-Burglary
- Section 6-Glass
- Section 7-Goods In Transit
- Section 8-Money
- Section 9-Machinery

- Section 10-Electronic Equipment
- Section 11-Fraud or Dishonesty

Part B contains details of your insurer, your cooling off rights, our complaints handling process and other information relevant to your Policy.

Part C: Policy Wording

Part C of this booklet contains the Policy Wording for Sections 1, 2 and 2A. If you have purchased cover contained in any other section of the Policy, the Policy Wording for the other sections will be in the folder that we have provided to you. The wording contains detailed information about the provisions of your Policy.

If we issue you with a Schedule, the Schedule will set out the covers for which you are insured and may also detail additional Policy provisions. It is important that the Schedule is read together with this booklet and the other Policy Wordings that we provide you for any other sections of the Policy that you chose to purchase. The Schedule forms part of your Policy.

Your Schedule, this booklet and any other Policy Wordings that we provide to you form an important legal contract with us and they should be kept in a safe place.

Part A: Product Disclosure Statement

Introduction

This document is a Product Disclosure Statement (PDS) for Section 2A of this Policy. This PDS is dated 01 January 2010 (ref: CCBDG TR 0110).

The PDS has been prepared to assist you in understanding the key features of Section 2A of this Policy. This PDS sets out the significant features of Section 2A including its benefits, risks and what you are not covered for. You should read it carefully. You should also read the Policy Wording for full details of the insurance cover.

Significant Features and Benefits of The Policy

Section 2A provides financial protection for veterinary expenses in respect of the insured Dog resulting from sudden and unexpected injury.

Section 2A provides cover for 100% of veterinary expenses without the application of any excess and allows you to use the services of any registered veterinary practitioner in Australia. (Note: expenses are subject to a maximum limit during the period of insurance and a thirty day waiting period.)

The Cost of Section 2A – Canine Extension and Excess

Cover for your dog is an additional benefit to the Trades Cover Policy that is included at no additional cost to you.

If you have a claim under Section 2A – Canine Extension, you will not be required to pay an excess.

Part A: Product Disclosure Statement (cont'd)

Exclusions

The Policy will not provide insurance cover under certain circumstances. For example, routine examinations or vaccinations, any expenses incurred before your Dog reaches the age of 8 weeks, any expenses incurred if your Dog is 9 years or older when your Policy first commenced or expenses incurred as a direct or indirect result of illness. Full details of the exclusions appear in the Policy Wording. You should read the Policy Wording and make yourself aware of all the exclusions that apply.

Conditions

You must meet certain conditions for your insurance cover to apply. For example, you must provide reasonable care and attention to your Dog. Specific Conditions apply to Section 2A and there are also General Conditions that apply to Section 2A. You should make yourself aware of all of the Conditions that apply by reading the Policy Wording.

Limits of Cover

Our liability is limited to the maximum amount payable shown in the Schedule that we will issue to you. The maximum amount payable may not cover all veterinary expenses that you incur if your Dog suffers an injury.

General Matters

The following general matters set out in Part B of this booklet also form part of this Product Disclosure Statement:

Your Duty of Disclosure
Privacy
GST
Cooling Off Period
Dispute Resolution Process
What Makes up your Insurance Contract

Please make sure that you read and understand all of these general matters, particularly your Duty of Disclosure.

Part B: General Matters

About Calliden

Calliden Insurance Limited (ABN 47 004 125 268, AFS Licence No. 234438) is the insurer of this **Policy**. Calliden specialises in manufacturing general insurance products for individuals, the SME sector and groups across metro and regional Australia. To find out more about **us**, visit www.calliden.com.au

Level 7, 100 Arthur Street, North Sydney, NSW 2060
Phone: 02 9551 1111
Fax: 02 9551 1155

About Blue Dog Insurance

ARGIS Limited t/as Blue Dog Insurance (ABN 85 063 244 995, Authorised Representative No. 342981) (Blue Dog Insurance) arranges policies for and on behalf of Calliden.

Blue Dog Insurance acts under a binding authority given to it by the insurer to administer and issue policies, alterations and renewals. In all aspects of this Policy Blue Dog Insurance acts as an agent for the insurer and not for you.

If you have any queries in relation to your Policy, you can contact Blue Dog Insurance in any of the following ways:

Address: Level 1, 467 Kiewa St, Albury NSW 2640
Ph: 02 6051 2611
Fax: 02 6051 2630

Duty of Disclosure

This **Policy** is subject to The Insurance Contracts Act 1984. Under that Act **you** have a Duty of Disclosure. Before **you** take out insurance with **us you** have a duty to tell **us** of everything that **you** know, or could reasonably be expected to know, that is relevant to **our** decision to insure **you** and to the terms of that insurance. If **you** are not sure whether something is relevant **you** should inform **us** anyway. **You** have the same duty to inform **us** of those matters before **you** renew, extend, vary, or reinstate **your** contract of general insurance.

Your duty however does not require disclosure of matters that:

Part B: General Matters [cont'd]

- reduce the risk
- are common knowledge
- **we** know, or in the ordinary course of **our** business, ought to know, or
- **we** have indicated **we** do not want to know.

If **you** do not comply with **your** Duty of Disclosure, **we** may be entitled to:

- reduce **our** liability for any claim
- cancel the contract
- refuse to pay the claim
- avoid the contract from its beginning, if **your** non-disclosure was fraudulent.

Privacy

Calliden respects **your** privacy and operates at all times in accordance with its privacy policy. This privacy notification provides a summary of how Calliden treats **your** privacy, and it is recommended that **you** read the Policy in conjunction with this notice.

Calliden collects personal information to assess **your** request for insurance, to administer **your** Policy, provide other insurance services as requested by **you**, and also to notify **you** about other Calliden services or promotions from time to time. At the time of collecting **your** information **we** will inform **you** of the purpose for the collection and the consequences if you choose not to provide the information.

In order to provide its insurance services Calliden may need to share **your** information with third parties including **your** agent or broker and Calliden's reinsurers and claims providers (for a full list see Calliden's privacy policy).

In accordance with Calliden's privacy policy **you** may obtain access at any time to information that Calliden or its service providers hold on **you**. If **you** would like to contact Calliden about privacy, or would like to obtain a copy of the privacy policy **you** may do so through one of the following means:

- obtain the privacy policy online at www.calliden.com.au
- by phone 02 9551 1111
- by email to privacy@calliden.com.au
- by letter to Privacy Officer, PO Box 348, Milsons Point NSW 1565.

GST

The **Sum Insured/Limit of Liability** that **you** choose should include **GST**.

If **you** are not registered for **GST** in the event of a claim **we** will reimburse **you** the **GST** component in addition to the amount that **we** pay. The amount that **we** are liable to pay under this **Policy** will be reduced by the amount of any input tax credit that **you** are or may be entitled to claim for the supply of goods or services covered by that payment.

If **you** are entitled to an input tax credit for the **Premium**, **you** must inform **us** of the extent of that entitlement at or before the time **you** make a claim under this **Policy**. **We** will not indemnify **you** for any **GST** liability, fines or penalties that arise from or are attributable to **your** failure to notify **us** of **your** entitlement (or correct entitlement) to an input tax credit on the **Premium**.

If **you** are liable to pay an **Excess** under this **Policy**, the amount payable will be calculated after deduction of any input tax credit that **you** are or may be entitled to claim on payment of the **Excess**.

Cooling Off Period

There is a 21 day cooling off period. If **you** are not completely satisfied with the **Policy**, **you** can cancel it in writing within 21 days of the issue date and receive a full refund, other than non-refundable government taxes and duties.

This will not apply if **you** make a claim for any incident within the 21 day period.

If the **Policy** is for an event that will start and finish within this Cooling Off Period, **you** can only exercise **your** right before the event starts.

Part B: General Matters [cont'd]

Dispute Resolution Process

How you can resolve a complaint you have with us

If **you** would like to make a complaint, **we** will do everything **we** can to try to resolve it as quickly and fairly as possible. The following paragraphs provide details on how **you** can lodge **your** complaint and how Calliden will try to resolve it.

You may contact us at any time if **you** are dissatisfied with any matter relating to **your** insurance with Calliden, including:

- **our** decision on **your** claim;
- **our** handling of **your** claim;
- the service of **our** representatives, assessors, loss adjusters or investigators; and
- **your** insurance Policy.

Contact us

- If **you** have a complaint regarding **your** claim, please contact **your** claims consultant.
- If **you** have a complaint regarding **your** insurance Policy, please contact us on 02 9551 1111 and we will try to resolve **your** complaint straight away.
- **You** can write to us at:
 - Fax: 02 9551 1155
 - Address: PO Box 348, Milsons Point NSW 1565

How we resolve complaints

- **We** will address all complaints, except where specific circumstances apply, in accordance with Calliden's Complaints Handling Process. This process is compliant with the Insurance Council of Australia's Code of Practice. Both the Code of Practice and **our** Complaints Brochure, which contains a guide to **our** process, are available upon request.
- **We** will handle all complaints without cost to **you**.
- A complaints consultant will be assigned to the management of your complaint and will acknowledge **your** complaint within 2 business days of receipt. If further information is required to consider the complaint, it will be requested at this time.

- The complaints consultant will aim to resolve **your** complaint within a further 13 business days. In certain circumstances a longer period may be required, and **we** will request a later response date.
- The outcome of the complaint will be advised to **you** in writing, stating our reasons and any corrective action that will be undertaken.

If your complaint is still unresolved

If **we** cannot resolve **your** complaint within 15 business days or **you** are not happy with **our** response to **your** complaint, **you** can seek an external review via **our** external dispute resolution scheme, administered by the Financial Ombudsman Service (FOS).

This national scheme is for consumers, free of charge and is aimed at resolving disputes between insureds and their insurance companies.

For more information call 1300 78 08 08 or visit www.fos.org.au

If the FOS is unable to address **your** complaint then Calliden may be able to provide **you** with details of an alternative external dispute resolution service.

What Makes Up Your Insurance Contract

When **we** accept **your Application** or renew **your** insurance, or if **your** insurance is amended, **your** insurance contract is made up of the following documents:

- Parts A, B and C of this booklet;
- The Policy Wordings for any other section of the **Policy** that you have chosen to purchase; and
- **Your Application, Schedule, Endorsement Schedule, Certificate of Insurance or Endorsement Certificate** which shows the type of cover **you** have, any change or addition to that cover as well as other information specific to **your** contract of insurance.

We recommend that **you** read this booklet, the Policy Wordings for any other sections of the **Policy** you have purchased and **your Schedule** carefully and keep it with **your** important papers.

Part B: General Matters [cont'd]

About the Trades Cover Policy

The **Policy** comprises 11 different types of cover, set out in sections, which **your Business** may require. **You** should carefully read each section and select those covers which **you** believe will best suit **your** needs. If **you** are uncertain of any aspect, please do not hesitate to contact **your** insurance advisor.

We only insure **you** for those sections requested by **you** and specified in the **Schedule**.

Premium Adjustment Provision

Where **Premium** is based on estimates and information provided by **you**, and is adjustable at the end of the **Period of Insurance**, the appropriate declaration form will be sent to **you** for completion and return to **us**. **You** must, if requested, furnish all other information **we** require for the adjustment of the **Premium**. **You** must:

- a) keep accurate records containing all relevant particulars and allow **us** and **our** agents and representatives, to inspect them at all times; and
- b) within two months of the end of the **Period of Insurance** furnish them to **us**.

The **Premium** will then be calculated and an account forwarded.

General Insurance Code of Practice

Calliden is a signatory to the General Insurance Code of Practice (Code). The Code aims to raise standards of service between insurers and their customers. Calliden's service standards are in accordance with the Code.

For any information about the Code, including a copy of the Code, contact us or the Financial Ombudsman Service on 1300 78 08 08 or visit www.codeofpractice.com.au

Part C: Policy Wording

Cash Back Bonus

Blue Dog Insurance recognises customer loyalty combined with no claim payments made by offering a cash back bonus. Simply put, if **you** are a customer of Blue Dog Insurance for three consecutive years and **you** do not make a claim in that time, after those first three years, **we** will give **you** back 10% of the premiums **you** have paid - in cash. That's recognition for **your** care, good practice and positive approach to loss control.

Our Agreement With You

The **Policy** is a legal contract between **you** and **us**.

You have paid, or agreed to pay, **us** the **Premium** and **we** provide the cover **you** have chosen as set out in the **Schedule**.

You, or any other person insured under the **Policy**, must comply with all provisions of the **Policy**, otherwise **we** may be entitled to refuse to pay a claim, or reduce the amount **you** are entitled to receive.

General Conditions

The General Conditions set out below apply to all the sections of the **Policy**.

Alteration of Risk

You must immediately notify **us** in writing of any changes **you** know of which materially alter any of the facts or circumstances that existed at the commencement of **your Policy**. Until:

- a) **we** agree in writing to the terms of insurance of the altered risk; and
- b) **you** pay any additional **Premium** requested by **us**;

we will not be liable for any **Damage** or, for Section 1 only, liability caused by or attributable to such alteration.

Cancellation

This **Policy** may be cancelled by:

- a) **you** at any time by notifying **us** in writing, in which case:
 - i. cancellation takes place when **we** receive the notice; and
 - ii. **we** will retain, or be entitled to retain, the **Premium** for the period during which the **Policy** was in force together with any non-refundable government taxes, levies and duties;
- b) **us** on any of the grounds set out in the Insurance Contracts Act 1984 (Cth), as amended from time to time, by giving **you** notice in writing, in which case:
 - i. cancellation takes place at the time **you** enter into another contract of insurance **you** intend to replace the **Policy**, or at 4.00pm on the 3rd business day after delivery of the notice to **you**, whichever is earlier; and
 - ii. **we** will refund **Premium** for the unexpired portion of the **Period of Insurance**.

You must supply **us** with such particulars as **we** may require to enable a refund of **Premium** following any cancellation.

Claim Procedures

If something happens which gives rise or may give rise to a claim under the **Policy**:

- a) **you** must:
 - i. notify **us** as soon as possible, giving full particulars of the facts and circumstances, including damage, injuries, illness, or notice of a claim against **you**, and details of any proceedings instituted against **you**;
 - ii. take all reasonable precautions to prevent or minimise further loss, **Damage** or liability;
 - iii. take all reasonable steps to recover any lost or stolen **Property**;
 - iv. immediately notify the police in the event of a **Burglary**, or if any property is stolen, lost or maliciously **Damaged**;
 - v. supply **us** with details of any other insurances which insure or may insure the event;
 - vi. provide all reasonable information and assistance as **we** may require; and
 - vii. use **your** best endeavours to preserve any **Damaged** or defective property, or other property which might provide evidence in connection with any claim;
- b) **you** must not:
 - i. admit liability for any event, damage or injury, or settle or attempt to settle or defend any claim without **our** written consent; or
 - ii. alter or repair any building, appliance, plant or thing until **we** have had the opportunity of an inspection, unless such alteration or repair is necessary for safety reasons;
- c) **you** are not entitled to abandon any **Property** to **us**;

General Conditions [cont'd]

- d) **we** will have full discretion in the conduct of any negotiations and the settlement of any claim(s);
- e) after payment for or replacement of any **Property** (other than **Buildings**) lost or **Damaged**, the **Property** so lost or **Damaged** becomes **ours** subject to **your** right to reclaim it on repayment to **us** of the amount paid by **us** in respect of such **Property**;
- f) more specific claims procedures are noted under Specific Conditions in:
- i. General Liability in Section 1;
 - ii. Machinery in Section 9;
 - iii. Electronic Equipment in Section 10; and
 - iv. Fraud or Dishonesty in Section 11.

Provisions and Definitions

Where a specific provision is in conflict with a general provision or definition the specific provision or definition will apply.

Contractual Agreements

We will not pay for, or **our** liability may be reduced, if **you** enter, or have entered (even before **you** entered into **your Policy**), into an agreement, release or undertaking which limits or excludes **your** rights of recovery or contribution from another person or organisation, unless such agreement, release or undertaking has been allowed in the **Policy** by **us** and is specifically mentioned in the **Schedule**.

Jurisdiction

The **Policy** is to be governed by the laws of the Commonwealth of Australia and the State or Territory where the **Policy** was issued. **We** and **you** agree to submit to the non exclusive jurisdiction of the Courts of the State or Territory where the **Policy** was issued.

Excess

If a claim is made under the **Policy**, **you** have to pay to **us** the **Excess** detailed in the **Schedule**. Where the **Excess** is expressed:

- as a sum, it is the amount specified.
- as a percentage, it is the monetary value of the relevant percentage.
- in time, it is the monetary value accruing during the specified period.

If more than one **Excess** can be applied to the claim or claims, then **you** will only be required to pay the highest single **Excess** applicable provided that the claim or claims resulted from one original cause or source.

General Conditions [cont'd]

How We Will Communicate

All communication **you** are required to give or make under the **Policy** must be sent in writing to **us**.

All communications **we** are required to give or make under the **Policy** will be sent in writing to **you** at the address specified in the **Schedule** or as notified by **you** from time to time.

All communications sent by post to **you** or **your** appointed agent will be deemed to have been received by **you** on the third day following the day of posting.

Where **you** comprise more than one party:

- a) the **Application** is deemed to have been furnished by and on behalf of all parties, and any information supplied to **us**, or any omission, misrepresentation or non-disclosure in relation to any renewal or extension, is deemed to have been furnished, omitted, misrepresented or withheld (as the case may be) on behalf of all parties;
- b) if one or more of **you** (or persons acting on behalf of, or with the knowledge or connivance of, one or more of **you**) engage in a deliberate act which results in **Damage** to property, **we** will not pay any claims at all arising out of such **Damage**, whether those claims are brought by the party or parties which engaged in the deliberate act or by anyone else; and
- c) the conduct (other than conduct referred to in subsections a) and b)) of one or more of **you** will not prejudice the rights of the remainder of **you** provided that the remainder of **you**, immediately on becoming aware of any conduct that increases the risk insured by the **Policy**, gives notice in writing to **us** and pays any additional **Premium** that **we** may require.

Named Insureds

We do not insure any person or organisation who is not named in the **Schedule**.

Cross Liability

Where **you** comprise more than one party, each of **you** is considered as a separate legal entity and the expressions '**you**' and '**your**' apply to each party as if a separate policy had been issued to each of the parties, but **our** aggregate liability is limited to the **Limit of Liability**.

Other Insurance

You must advise **us** in writing of any insurance already effected or which may subsequently be effected providing, whether in total or in part, insurance provided under the **Policy**.

Paying by Instalments

If **you** are paying the whole or part of the **Premium** by instalments, and one instalment of **Premium** remains unpaid for at least 14 days, **we** may refuse to pay a claim altogether.

If one instalment of **Premium** is unpaid for at least one month, **we** may cancel the **Policy**.

If a claim under a section of the **Policy** requires the **Sum Insured** or **Limit of Liability** to be paid, then the balance of the **Premium** relating to that section for the full **Period of Insurance** will be deducted from the amount of the claim paid.

Protection Device

If **you** have advised **us** that surveillance, protection equipment, burglar or fire alarm systems are used or installed at **your Business Premises**, **you** must:

- a) ensure it/they are regularly tested and maintained in accordance with the manufacturer's recommendations; and
- b) take all reasonable precautions to ensure that it/they are operational outside normal business hours.

We may refuse to pay or may reduce the amount of a claim if **you** do not comply with this condition.

General Conditions [cont'd]

Reasonable Care

You must:

- a) take all reasonable precautions to prevent or minimise damage or liability including preserving, without alteration, damaged property, defective property and property that may provide evidence in relation to any claim, until **we** have had an opportunity to inspect it;
- b) at **your** own expense take all reasonable precautions to prevent **Personal Injury** and **Property Damage** including, but not limited to:
 - i. taking all reasonable steps to trace, recall or modify any **Product** containing any defect or deficiency of which **you** have knowledge or which **you** have reason to suspect contains any defect or deficiency;
 - ii. in the event of an occurrence, taking all reasonable steps to prevent other **Personal Injury** or **Property Damage** arising out of the same or similar circumstances; and
 - iii. taking all reasonable steps to ensure the safety and sound condition of **your Premises** and **your Product** including complying with all applicable statutory obligations concerning **your Premises** and **your Product**;
- c) only employ competent **Employees**; and
- d) comply with all statutory obligations, laws and regulations imposed by any competent authority in relation to any matter covered by the **Policy**.

Subrogation

We have the right of subrogation in respect of all rights and remedies which **you** may have against any person, company or other body. **We** may, in **your** name, prosecute, launch proceedings seeking damages or other orders, or enforce any rights and/or remedies **you** may have. **We** may do this before or after **we** pay **your** claim, and whether or not **you** have been fully compensated for **your** actual loss. **We** are entitled to retain all amounts in excess of the loss suffered by **you** and the subject of a claim

under this **Policy**. **You** must execute and deliver instruments and papers and do everything that is necessary to assist **us** in the exercise of those rights and remedies.

Third Party Interests

We will only cover the interests of third parties having a legal interest or charge over the **Property** insured that have been noted in the **Schedule**.

Underinsurance

The following sections of the **Policy**:

- Fire and Other Defined Events in Section 3;
- Business Interruption in Section 4;
- Machinery in Section 9;
- Electronic Equipment in Section 10;

contain underinsurance provisions which require **you** to insure for full value. If **you** do not, **we** may pay **you** a lower amount after taking into account the proportion of underinsurance, or **you** may be required to pay a portion of the loss **yourself**.

If the **Property** is insured for less than 80% of its value at the time the insurance was taken out, renewed, extended, or varied, **we** will only pay that portion of the claim which the **Sum Insured** bears to 80% of that value, in accordance with the formula:

$$\frac{\text{The amount of the Damage (in dollars)} \times \text{the Sum Insured}}{80\% \text{ of the value of the Property (in dollars)}}$$

Example: A property is insured for \$250,000 but is actually valued at \$500,000. If a loss of \$100,000 occurs, we will pay:

$$\frac{\$100,000 \times \$250,000}{(80\% \text{ of } \$500,000)} = \$62,500$$

This means that we will not pay \$37,500 of the \$100,000 loss.

This condition shall not apply if the amount of any claim is not greater than 5% of the **Sum Insured** specified in the **Schedule** for that item.

General Conditions [cont'd]

Bankruptcy/Insolvency/External Administration

If **your Business** becomes bankrupt within the meaning of the Bankruptcy Act 1966, or insolvent or under external administration within the meaning of the Corporations Act, then **you** must notify **us** in writing.

Interpretation

The singular includes the plural and vice versa, unless the context otherwise requires. A reference to a person includes a body corporate, an unincorporated body or other entity. Headings are for convenience only and do not affect interpretation. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

Severability

A provision of the **Policy** that is illegal or unenforceable may be severed from this **Policy** and the remaining provisions of this **Policy**, or parts thereof, continue in force.

General Exclusions

We will not pay under the **Policy** in the following circumstances.

1. Warlike Activities, Nuclear Material or Terrorism

We will not pay for damage, or the incurring of a liability, directly or indirectly caused or contributed to by, or in consequence of:

- a) war, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not) or civil war;
- b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power, confiscation, nationalisation, requisition, or destruction of or damage to property by or under order of any government, public or local authority or looting, sacking or pillage following any of the above;
- c) nuclear reaction, nuclear radiation, radioactive contamination or nuclear weapon material; or
- d) any act of terrorism or any action taken in controlling, preventing or suppressing or in any way relating to any act of terrorism.

For the purposes of this clause an act of terrorism includes any act, or preparation in respect of action or threat of action, designed

to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- i. involves violence against one or more persons;
- ii. involves damage to property;
- iii. endangers life other than that of the person committing the action;
- iv. creates a risk to health or safety of the public or a section of the public; or
- v. is designed to interfere with or to disrupt an electronic system.

2. Occupancy

We will not pay for damage, or the incurring of a liability, directly or indirectly caused by, or contributed to, or in consequence of the **Premises** not being occupied for a period in excess of 30 (thirty) consecutive days, unless **our** written consent has been obtained before the **Premises** are left unoccupied.

General Exclusions [cont'd]

3. Computers and Technology

We will not pay:

- a) for property damage to **Electronic Data** or caused by or arising directly or indirectly out of the total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **Electronic Data** or any error in creating, amending, entering, deleting or using **Electronic Data** or total or partial inability or failure to receive, send, access or use **Electronic Data** for any time at all or any consequential loss resulting therefrom;
- b) for anything caused by or arising directly or indirectly out of or in connection with the use of an intranet or the Internet (including but not limited to the World Wide Web and electronic mail systems) by **you** or on **your** behalf; or
- c) for anything caused by or arising directly or indirectly out of or in connection with computer hardware or software that does not meet Year 2000 Conformity, within the meaning of that term in Miscellaneous Paper SAA/SNZ MP77:1998 'A Definition of Year 2000' published by Standards Australia and as amended or substituted from time to time.

4. Consequential Loss

We will not pay for consequential loss of any kind, including loss resulting from delay, confiscation or detention by customs or other lawful authority, loss of market, lack of performance, loss of contract or depreciation in the value of land and stock.

5. False and Fraudulent Claims

We will not pay if **you**, or anyone acting on **your** behalf or with **your** knowledge or connivance, should make a claim knowing or reasonably suspecting the same to be false or fraudulent. Making a fraudulent claim is a criminal offence. **We** may report to the police any person who lodges a fraudulent claim.

6. Intentional Act

We will not pay if **you**, or someone else with **your** knowledge, deliberately caused any part of the damage or liability.

General Definitions

The meaning of some of the important words and terms used throughout the **Policy** are set out below. References to the words and terms are upper and lower case, where appropriate. At the beginning of each section of the **Policy** you will find further important definitions applicable only in that section.

Application means the answers, particulars, and statements **you** have given **us** either in writing or verbally, in respect of the insurance required by **you**.

Building means any building at the **Premises** owned by **you** or which **you** occupy and for which **you** are legally responsible, including:

- a) awnings, signs, lettering, meters and switch boards, lifts, hoists and all their attachments, electrical installations, fire alarm systems, fire sprinkler installations, towers, tanks, power lines, poles, walls, gates and fences, plant and apparatus, forming part of the building owned by **you** or for which **you** are legally responsible; and
- b) all landlord's fixtures and fittings for which **you** are legally responsible.

Business means **your** business, trade or profession, as specified in the **Schedule**.

Computer Virus means unauthorised intrusive codes, programming or computer code segment that is self replicating, requires a host program or executable disk segment in which it can be contained, and which destroys or alters the host program, other computer code or data causing undesired program or computer system operations.

Damaged/Damage means any physical destruction of or damage to the **Property** or any physical loss of the **Property**. This definition does not apply to Section 4.

Electronic 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 programs, software and other coded instructions for such equipment.

Employee(s) means any person who is engaged by **you** to work in **your** service in the ordinary course of **your Business**:

- a) whom **you** remunerate by salary, wages or commission; and
- b) whom **you** have the right to control and direct in the performance of such work;

but not including a director, partner or trustee of **your Business** or any broker, commission merchant, consignee, contractor or agent.

Excess means the first amount which **you** have to pay towards the cost of a claim under **your Policy**.

Flood means:

- a) a general, temporary condition of partial or complete inundation of normally dry land areas by the overflow of water from the normal confines of any natural water course or lake (whether or not altered or modified), or of any reservoir, canal or dam; or
- b) a mud slide or mud flow which is caused or precipitated by an accumulation of water on, or under, the ground.

GST means Goods and Services Tax.

Indemnity/Indemnify means:

- a) the necessary cost of, where **Property** is lost or destroyed:
 - i. in the case of a **Building**, the rebuilding; or
 - ii. in the case of other **Property**, its replacement by similar **Property** to a condition equal to but not better or more extensive than its condition at the time of loss or destruction;
- b) the necessary cost where **Property** is **Damaged**, of the repair and/or restoration of the **Property** to a condition substantially the same as but not better or more extensive than its condition at the time of **Damage**;
- c) the extra cost, including demolition, incurred subsequent to the **Damage**, needed to comply with the requirements, at the time of **Reinstatement**, of:

General Definitions [cont'd]

- i. any statute or regulation made thereunder; or
- ii. any by-law or regulation of any municipal or other statutory authority;

to the extent that the **Sum Insured** is not otherwise exhausted.

Money means current coins, bank notes, currency notes, cheques, postal orders, money orders, unused postage or revenue stamps, including the value of stamps contained in franking machines, postal orders, negotiable and non negotiable securities, credit card sales vouchers, lottery tickets (for their face value only), public transport tickets (excluding airline tickets), phone cards, travellers cheques and authorised gift vouchers, all belonging to **you** or for which **you** are legally responsible.

Period of Insurance means the period specified in the **Schedule**.

Personal Injury means:

- a) bodily injury, sickness or disease, including death, shock, fright, mental anguish, mental injury or disability;
- b) the effects of unlawful arrest, wrongful detention or false imprisonment;
- c) the effects of wrongful entry or eviction or other invasion of privacy; or
- d) the effects of a publication of a libel or utterance of a slander or other defamatory material.

Policy means the covers available within the Trades Cover Insurance Policy which **you** decide to take out. The Policy provisions are set out in **your** insurance contract.

Policy Booklet means this booklet.

Premises means the **Business** premises specified in the **Schedule**.

Premium means the amount that **we** charge **you** for the covers forming part of **your Policy**, plus any statutory charges such as Fire Services Levy, **GST** and Stamp Duty.

Property means the property specified in the **Schedule** as being insured by this **Policy**.

Rainwater means water falling from the atmosphere in the form of rain, including rainwater run off over the surface of the land or which has escaped from public roadside gutters, but not inundation of normally dry land areas by the overflow of water from:

- a) the normal confines of any natural water course or lake whether or not altered or modified; or
- b) any reservoir, canal, dam, water tank, apparatus or pipe.

Reinstatement or **Replacement** means:

- a) where **Property** is lost or destroyed:

- i. in the case of a **Building**, the rebuilding; or
- ii. in the case of other **Property**, its replacement by similar **Property**;

to a condition equal to but not better or more extensive than its condition at the time of loss or destruction;

- b) where **Property** is **Damaged**, the repair and/or restoration of the **Property** to a condition substantially the same as but not better or more extensive than its condition when new;

- c) the extra cost, including demolition, incurred subsequent to the **Damage**, needed to comply with the requirements, at the time of **Reinstatement**, of:

- i. any statute or regulation made thereunder; or
- ii. any by-law or regulation of any municipal or other statutory authority;

to the extent that the **Sum Insured** is not otherwise exhausted.

Schedule means the certificate issued by **us** which forms part of **your Policy** and shows **your Policy** number, the **Premium**, the cover selected by **you**, and any special provisions, limits or endorsements.

General Definitions [cont'd]

Sum Insured or **Limit of Liability** means the amount specified in the **Schedule**. At all times, **our** liability is limited to the **Sum Insured** or **Limit of Liability** stated in the **Schedule** after the **Excess** shown.

we, us, or **our** means Calliden Insurance Limited (Calliden) (ABN 47 004 125 268, AFSL No. 234438).

you or **your** means each person, company or other entity specified in the **Schedule** as being insured under this **Policy**.

Section 1 - General Liability

Specific Definitions

The intended meaning of some of the important words and terms used in Section 1 only, are shown below.

Aircraft means any vessel, craft, device or thing designed to fly in or through the atmosphere or space including any vessel, craft, device or thing made or intended to be propelled on a cushion of air over the surface of land or water.

Business means the business, trade or profession as specified in the **Schedule** including:

- a) the provision and management of canteen, social, sports, welfare and child care facilities by **you** for **your Employees'** benefit; and
- b) **your** ownership or occupation of **your Premises**.

Occurrence means any:

- a) event, or series of events, 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
- b) 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.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Product means any thing or things (including any packaging, containers, directions, markings, instructions, warnings or specifications) manufactured or deemed manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed by **you** or on **your** behalf in the course of **your Business** after physical possession has been passed to others.

Product Liability means liability for **Personal Injury** or **Property Damage** arising out of **your Product** but only if the **Personal Injury** or **Property Damage** occurs away from **your Premises** or **Premises** leased or rented to **you** and after physical possession of **your Product** has been passed to others.

Section 1 - General Liability [cont'd]

Property Damage means

- a) physical loss, destruction or damage to tangible property, including loss of use of that property at any time resulting therefrom; or
- b) loss of use of tangible property not physically lost, destroyed or damaged where such loss of use results from physical loss, destruction or damage to other tangible property.

Territorial Limit means anywhere in the world other than the United States of America or Canada or their territories, protectorates or dependencies subject to Specific Exclusion 18.

Vehicle means any machine on wheels or self-laid tracks, designed to be propelled by other than manual or animal power and any trailer or other attachment designed to be drawn by such machine but not including **Aircraft** or **Watercraft**.

Watercraft means any vessel, craft, device or thing designed to float on or in water or to travel on or through water, the hull length of which exceeds 8 metres.

In this section, **you** and **your** includes:

- a) all subsidiary companies incorporated within the **Territorial Limit** and notified to **us**, existing before the inception date of the **Policy** and declared in the **Application**;
 - b) any:
 - i. director, executive, officer, **Employee**, partner, or shareholder of **your Business**;
 - ii. office bearer or member of a canteen, social, sports, welfare or child care facility provided by **your Business** for **Employees'** benefit; and
 - iii. voluntary worker;
- while acting in such capacity.

Cover Provided

If **your Schedule** indicates that **you** have taken out insurance under Section 1, **we** will pay all sums which **you** become legally liable to pay as compensation in respect of:

- a) **Personal Injury**; or
- b) **Property Damage**

first occurring during the **Period of Insurance** within the **Territorial Limit** as the result of an **Occurrence** in connection with **your Business** 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 or the General Exclusions.

Claim Costs

In addition to the Cover Provided under Section 1, but subject always to the Basis of Settlement, **we** will pay:

- a) costs and expenses incurred by **us**, or by **you** with **our** prior written consent, in the investigation, settlement or defence of any claim for compensation for which **you** are entitled to payment under Section 1; and
- b) legal costs taxed or assessed against **you** in respect of any claim referred to in paragraph a) above and all interest accruing from the entry of judgment against **you** until **we** have paid, tendered or deposited in court such part of the judgment as does not exceed the **Limit of Liability**.

The payment of Claim Costs is not subject to the payment of an **Excess**.

Section 1 - General Liability [cont'd]

Basis of Settlement

If **you** have a valid claim under Section 1, **we** will pay **you** on the basis set out below.

Limit of Liability

- a) except as provided in paragraph (b) below, **our** total liability under this **Policy** to pay **you**:
- i. for all claims in respect of **Products Liability** during the **Period of Insurance**, is limited in the aggregate to the **Limit of Liability**; and
 - ii. otherwise in respect of any one **Occurrence**, will not exceed the **Limit of Liability**.
- b) subject to paragraph (c), **we** will indemnify **you** for up to twenty-five percent (25%) of the **Limit of Liability** in addition to the **Limit of Liability** for amounts that **we** pay to **you** or on **your** behalf under Section 1 Claim Costs:
- i. in respect of any one **Occurrence**; and
 - ii. for all claims in respect of **Products Liability** during the **Period of Insurance** in the aggregate.
- c) if **your** liability to pay compensation of the type set out in Cover Provided above exceeds the **Limit of Liability**, **our** liability to pay Claim Costs is limited to the proportion the **Limit of Liability** bears to the amount required to be paid, and in all cases will not exceed the amount specified in paragraph b) above.
- d) all **Personal Injury** and **Property Damage** consequent upon or attributable to one source or originating cause shall be deemed one **Occurrence**. Any entitlement to payment under Section 1 of the **Policy** for such an **Occurrence** will be determined by reference to the date on which the **Personal Injury** or **Property Damage** from the one source or originating cause first occurred.

Additional Benefits

1. New Subsidiaries
The cover provided under Section 1 will extend to any subsidiary company incorporated within the **Territorial Limit** that is incorporated or acquired by **you** during the **Period of Insurance** and related to **your Business**, but only in respect of liability for **Personal Injury** or **Property Damage** occurring in the period commencing on the date of incorporation or acquisition by **you** and ending:
 - a) 14 days from the date of incorporation or acquisition by **you**; or
 - b) if **you** have notified **us** in writing of the incorporation or acquisition, within 60 days, if **you** have provided all information that **we** require and **you** have agreed to any additional provisions and **Premium** that **we** may require, on such date as **we** may in **our** absolute discretion determine,

but in any event no cover is provided by this subsection beyond the end of the **Period of Insurance**.
2. Principals
We insure **you** for liability to indemnify any principal with whom **you** have entered into a contract or agreement for the performance of work if the terms of the contract or agreement require **you** to indemnify the principal, but only:
 - a) in relation to work carried out by **you**;
 - b) if the liability would have been implied by law in the absence of the contract or agreement; and
 - c) in respect of claims for which **you** would be entitled to indemnity under Section 1 of this **Policy** if the claim was made against **you**.

Section 1 - General Liability [cont'd]

Specific Exclusions

We will not pay **you** under Section 1 in the following circumstances.

1. Aircraft and Watercraft
For any liability caused by or arising directly or indirectly out of or in connection with:
 - a) the ownership, possession, use, existence, working, navigation, operation, repair, maintenance, servicing, construction or installation by **you** or on **your** behalf of any **Aircraft** or **Watercraft**; or
 - b) the use of **your Product** with **your** knowledge in the construction, operation, maintenance, servicing or repair of any **Aircraft** or **Watercraft**.
2. Asbestos
For any liability whatsoever for any claim or claims in respect of **Personal Injury** or **Property Damage** directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.
3. Contractual Liabilities
For any liability assumed by **you** under any contract or agreement except where the liability would have been implied by law in the absence of the contract or agreement.
4. Defamation
For any liability caused by or arising directly or indirectly out of or in connection with publication of a libel, utterance of a slander or defamation:
 - a) first made prior to the **Period of Insurance**;
 - b) made by **you** or with **your** authority, with knowledge of its falsity or defamatory character; or
 - c) in any way related to advertising, broadcasting, publishing or telecasting activities conducted by **you** or on **your** behalf, including, but not limited to, the publication of material on the Internet.
5. Design
For any liability caused by or arising directly or indirectly out of or in connection with the design, plan, formula or specification of **your Product** or any instructions, warnings, advice or information on the characteristics, use, storage or application of **your Product**, but **we** will cover **you** for liability arising from products **you** do not manufacture but **you** sell, supply or distribute and **you** are deemed to be the manufacturer by law.
6. Employer's Liability
For any liability:
 - a) for **Personal Injury** to any person employed by **you** or deemed by law to be employed by **you**; or
 - b) imposed or implied by or under:
 - i. any workers compensation act or any other similar law, act or ordinance relating to compensation for injury to any person employed by **you** or deemed by law to be employed by **you**;
 - ii. any industrial award, agreement or determination or any contract of employment or workplace agreement, to the extent that **you** would not have been liable in the absence of that award, agreement, determination or contract; or
 - iii. any law relating to wrongful or unfair dismissal, denial of natural justice, defamation, false or misleading conduct or advertising, misrepresentation, harassment or discrimination in respect of employment by **you**.
7. Fines and Penalties
For any liability for fines, penalties, liquidated, aggravated, exemplary, multiple or punitive damages.
8. Fraudulent and Intentional Conduct
For any liability caused by or arising directly or indirectly out of or in connection with:
 - a) dishonest, fraudulent, criminal or malicious conduct;
 - b) wilful breach of statute; or

Section 1 - General Liability [cont'd]

c) conduct intended to cause **Personal Injury** or **Property Damage** (or conduct with reckless disregard for **Personal Injury** or **Property Damage**);

by **you** or anyone acting on **your** behalf or with **your** knowledge or connivance.

9. Loss of Use

For any liability for loss of use of tangible property (not physically lost, destroyed or damaged) caused by or arising directly or indirectly out of:

a) delay or lack of performance by **you** or on **your** behalf under any contract or agreement; or

b) the failure of **your Product** to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by **you**, except for loss of use of other tangible property resulting from the sudden and accidental physical damage to **your Product** after **your Product** has been put to use by any person or organisation other than **you**.

10. Molestation

For any liability caused by or arising directly or indirectly out of or in connection with the molestation of, or physical or psychological interference with, any person.

11. Money and Securities

For any liability for damage to cash, securities, bullion, gold or negotiable instruments owned by **you** or for which **you** have assumed a responsibility.

12. More Specific Insurance

For any liability for which **you** are or would be entitled to indemnity under one or more of the policies specified under the Liability Section of the **Schedule**.

13. Pollution

For any liability for:

a) **Personal Injury** or **Property Damage** or financial loss or loss of, damage to, or loss of use of property, directly or indirectly arising out of the actual, alleged or threatened discharge, dispersal, release, seepage, migration, emission or escape of **Pollutants**; or

b) the cost of testing, monitoring, containing, removing, nullifying or cleaning up **Pollutants**;

except liability otherwise excluded under paragraph a) or b) that:

i. arises from a sudden identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place; and

ii. is indemnified in not more than one annual **Period of Insurance**.

14. Prior Knowledge

For any liability caused by or arising directly or indirectly out of or in connection with a fault, defect, **Occurrence**, **Personal Injury** or **Property Damage** known, or deemed by law to be known, by **you** prior to the **Period of Insurance**.

15. Product Defect, Product Recall and Faulty Work

For any liability:

a) for **Property Damage** to **your Product** caused by or arising directly or indirectly out of or in connection with any defect or lack of quality in **your Product**, the harmful nature of **your Product** or unsuitability or ineffectiveness of **your Product**;

b) caused by or arising directly or indirectly out of or in connection with the withdrawal, inspection, removal, reinstallation, repair, replacement or loss of use of **your Product**, or of any property of which **your Product** forms a part, if **your Product** is recalled from the market or from use because of any known or suspected defect or deficiency in it; or

c) for the cost of repairing, correcting, performing or improving any work or service undertaken or provided by **you** or on **your** behalf.

16. Professional Liability

For any liability caused by or arising directly or indirectly out of or in connection with the rendering of or failure to render professional advice or service but this exclusion does not apply to:

a) the rendering of or failure to render professional medical advice by medical persons employed by **you** to provide first aid and other medical services on **your Premises**;

Section 1 - General Liability [cont'd]

b) **Personal Injury** or **Property Damage** arising from the rendering of or failure to render professional advice or service, provided such professional advice or service is not given for a fee.

17. Property in your Physical or Legal Control

For any liability for **Property Damage** to property owned, leased or hired by or under hire purchase or on loan to **you** or otherwise in **your** physical or legal care, custody or control, other than:

- a) buildings and their contents at **your Premises**, which are leased or rented to **you** for **your Business**;
- b) **Vehicles** (not owned or used by **you** or on **your** behalf or liability for **Vehicles** not otherwise excluded by this **Policy**) whilst in a car park owned or operated by **you** other than for reward;
- c) **Employees'** and visitors' clothing and personal effects;
- d) other property not owned by **you**, leased to **you** or rented to **you** but temporarily and legally occupied by **you** or in **your** possession or control for work thereon, however **we** will not pay **you** for damage to that part of such property on which **you** are working or have been working and which arises out of that work; and
- e) other tangible property which is not owned by **you** but is in **your** physical or legal control, which is not required to be insured under a contract or agreement. **We** will not pay for any **Damage** to that part of the property on which **you** are or have been working.

The **Limit of Liability** in respect of coverage provided under subsection 17 d) and e) is \$100,000 for any one **Occurrence** and for all claims during the **Period of Insurance** in the aggregate inclusive of all costs, expenses and interest as set out in Section 1 Claims Costs.

18. Territorial Limit

For any liability:

- a) arising out of claims made or actions brought in the United States of America, Canada or their territories, protectorates, or dependencies coming within the jurisdiction of the courts of the United States of America, Canada or their territories, protectorates or dependencies; or

b) arising out of claims and actions to which the laws of the United States of America, Canada or their territories, protectorates, or dependencies apply.

Provided that:

- c) subsections 18 (a) and 18 (b) above do not apply to **Personal Injury** or **Property Damage** occurring during business visits to the United States of America, Canada or their territories, protectorates, or dependencies by directors or **Employees**, who are normally resident in Australia and who are not undertaking manual work or supervision of work of any kind while in the United States of America, Canada or their territories, protectorates or dependencies.

The **Limit of Liability** in respect of coverage provided under subsection 18 (c) is inclusive of all costs, expenses and interest as set out in Section 1 Claims Costs.

19. Tobacco and Smoking

For any liability caused by or arising directly or indirectly out of or in connection with the inhalation or ingestion of, or exposure to, tobacco or tobacco smoke or any ingredient or additive present in any articles, items or goods which contain or include tobacco.

20. Underground Services

For any liability caused by or arising directly or indirectly out of or in connection with **Property Damage** to any underground services except where **you** have contacted the appropriate authorities to verify the existence and location of underground services and have obtained from them a plan detailing the location of such services prior to commencement of work.

21. Vehicles

For any liability caused by or arising directly or indirectly out of or in connection with the ownership, possession, maintenance, use or control of any **Vehicle**:

- a) which is registered or required to be registered by any legislation or competent authority, except where such liability is caused by:

Section 1 - General Liability [cont'd]

- i. the loading or unloading of any **Vehicle** or the delivery or collection of goods to or from any **Vehicle**, where such **Personal Injury** or **Property Damage** occurs beyond the limits of any carriageway or thoroughfare; or
- ii. the use of any mechanical tool or plant attached to or forming part of any **Vehicle**, whilst the **Vehicle** is being used at **your Premises** or another work site for the purpose of **your Business** but not whilst the **Vehicle** is in transit or is being used for transport or haulage; or

b) where such liability is insured or required to be insured by any legislation or competent authority.

22. Welding and Allied Processes

For any liability caused by or arising directly or indirectly out of or in connection with non-compliance by **you** or by others working on **your** behalf with all applicable laws and standards relating to welding and allied processes including, but not limited to, AS 1674.1-1997 "Safety in welding and allied processes – Fire precautions" published by Standards Australia and as amended or substituted from time to time.

Specific Conditions

If Section 1 forms part of **your Policy**, **you** must follow the Specific Conditions noted below otherwise **we** may not pay **your** claim under Section 1.

1. Discharge of Liabilities

a) **we** may at any time pay to **you**, or on **your** behalf, in respect of any liability **you** may have of the type set out under Cover Provided above:

- i. the amount of the **Limit of Liability**; or
- ii. any lesser sum for which **your** liability can be resolved;

after deduction of any **Excess** payable and/or any sum already paid in respect of the liability.

b) upon the payment set out in paragraph a) above, **we** will be under no further liability under the **Policy** in connection with the claim except for Claim Costs:

i. recoverable from **you** in respect of the period prior to the date of the payment, whether or not pursuant to an order made subsequently; and

ii. incurred by **us** or incurred by **you** with **our** written consent prior to the date of the payment.

c) **we** will not pay for any liability **you** may have of the type set out under Cover Provided above or defend any related claim after **our Limit of Liability** has been exhausted.

2. Inspection

If required by **us**, **you** must allow **us** and **our** agents and representatives:

a) to inspect **your Premises** and operations at any time during normal business hours; and

b) to examine and audit **your** books and records at any time during the **Period of Insurance** and within three years of the final termination of cover under the **Policy**;

but **we** make no representation or warranty that either **your Premises** or **your Business** complies with any law or meets any standard.

3. Maintenance of Product Records

You must keep and maintain, for at least 10 years after the date upon which they are brought into existence or come into **your** possession, custody or control, documents and records:

a) relating to research and development, specification, design and manufacturing of **your Product**;

b) showing the source and quality of components of **your Product**;

c) identifying persons and entities comprising the distribution chain for **your Product**;

d) comprising sales records, including batch number and destination of **your Product**; and

e) detailing quality control, inspection, testing, repairs, replacements and recalls of **your Product**.

Section 2 - General Property

Specific Definitions

The meaning of some of the important words and terms used in Section 2 only, are shown below.

Accidental Damage means sudden, unforeseen, unintentional and unexpected **Damage** occurring wholly during the **Period of Insurance**.

Property means the property specified in the **Schedule** as insured under Section 2.

Burglary means

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

In Transit means from the time the **Property** commences to be loaded at the place of dispatch and continues during the normal course of transit, until delivered and unloaded at the place of destination.

Motor Vehicle means any motor vehicles owned or leased by **you**, including any attached trailer.

Cover Provided

If **your Schedule** indicates that **you** have taken out insurance under Section 2, **we** will pay **you** if the **Property** is **Damaged** during the **Period of Insurance**:

1. While in transit and as a result of fire, **Flood**, earthquake, explosion, or the collision, or overturning of the **Motor Vehicle** carrying the **Property**; or
2. As a result of **Burglary** from:
 - a) **your** private residence; or
 - b) at premises which are not **your** premises and are not owned by **you**, leased to **you** or rented by **you** but are temporarily and legally occupied by **you** or in **your** possession or control in the conduct of **your Business**; or
 - c) a securely locked **Motor Vehicle**; or

3. If **your Schedule** indicates that **you** have Accidental Loss or Damage cover, then **we** will also pay **you** for **Accidental Damage** occurring to the **Property** within the Commonwealth of Australia or New Zealand during the **Period of Insurance**.

We will not pay **you** in respect of any of the matters set out in the Specific Exclusions or the General Exclusions.

Basis of Settlement

If **you** have a valid claim under Section 2, **we** will at **our** option pay for or reinstate the **Property** on the basis set out below.

1. Property
Where **Property** is:
 - a) lost or destroyed, its replacement by similar **Property** to a condition equal to but not better or more extensive than its condition at the time of the loss or destruction; or
 - b) **Damaged**, the repair and/or restoration of the **Property** without deduction for depreciation.

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 **Property** or its component can be repaired, then it must be repaired unless the cost of repair exceeds the replacement cost as set out in Section 2, Basis of Settlement clause 1 a), in which case the **Property** or its component will be replaced without deduction for depreciation.

2. Pairs or Sets
If any item of **Property** consists of articles in a pair or set, **we** will not pay more than the proportionate value of the **Damaged** part or parts. No part or parts will be treated as having had any special value.
3. Our Limit of Liability
Our liability is limited to the **Sum Insured** in respect of each item stated in the **Schedule** less the **Excess** shown.

Section 2 - General Property [cont'd]

Additional Benefit

If Section 2 forms part of your Policy we will extend your insurance to include the following Additional Benefit.

1. Theft Without Forcible or Violent Entry

We will pay up to:

- a) 20% of the total **Sum Insured** shown on the **Schedule**; or
- b) \$1,000;

whichever is the lesser, for the **Theft of Property**, other than **Stock in Trade**, provided that:

- i. this is the maximum amount for any one occurrence and in total during the **Period of Insurance**;
- ii. the loss is discovered within 7 days of its occurrence; and
- iii. the perpetrators were not members of **your** family or **Employees**.

Specific Exclusions

We will not pay **you** under Section 2 in the following circumstances, other than to the extent stated.

1. **We** will not pay if the **Damage** was caused directly or indirectly by:

- a) the actual process of cleaning, dyeing, repairing, altering, restoring, renovating, modifying or maintaining the **Property**;
- b) wear, tear, fading, breakage of fragile articles, scratching or marking, gradual deterioration or developing flaws, normal upkeep or making good, want of lubrication or upkeep, or lack of proper maintenance of the **Property**;
- c) the action of birds, moths, termites or other insects, or vermin;

- d) rust or corrosion, mildew, mould, wet or dry rot, oxidation, contamination, disease, inherent vice or latent defect, adjusting or servicing operations;
- e) the action of light, shrinkage, evaporation, variation in temperature or other atmospheric conditions;
- f) loss of weight, change in flavour, colour, texture or finish of the **Property**;
- g) smoke, smut, sludge, or chemicals from industrial or agricultural operations dust, sand, mud or smog, but **we** will pay for sudden and unforeseen **Damage** resulting therefrom;
- h) scratching or breakage of lenses, mirrors, prisms, slides, or plates;
- i) over winding, denting or internal **Damage** of clocks, watches or scientific instruments;
- j) unexplained inventory shortages or disappearance resulting from clerical or accounting errors, shortages in supply or delivery of materials or goods;
- k) any fraudulent or dishonest acts of **your Employees**;
- l) mechanical, electrical or electronic breakdown, failure or derangement, but this exclusion is limited to the machine or equipment immediately or directly affected;
- m) electrical or magnetic injury, disturbance or erasure of electronic recordings;
- n) data processing or media failure or breakdown, or malfunction of the processing system;
- o) failure of, error, or omission in design, plan, specification or during testing;
- p) the **Property's** own spontaneous fermentation or heating;

Section 2 - General Property [cont'd]

- q) theft of **Property** whilst contained in an unattended and unlocked motor vehicle or caravan; or,
 - r) any form of consequential loss.
2. **We** will not pay for **Damage** to:
- a) **Money**, securities of any kind, bonds, title deeds, documents, manuscripts, or **Business** books;
 - b) valves, transistors, or batteries in radios, tape recorders, calculators and the like;
 - c) any pictures or paintings through cracking;
 - d) sporting equipment while in use or course of play;
 - e) glass;
 - f) musical instruments, equipment or apparatus if **you** are engaged in or in any way connected with any form of professional entertaining;
 - g) jewellery, precious stones, precious metals, bullion or stamps;
 - h) mobile phone(s), laptop computers or video cameras, unless it is specified in the **Schedule**; or
 - i) tools of trade while being used.
3. **We** will not pay for **Damage**:
- a) where the **Damage** was discovered more than thirty (30) days after the occurrence of **Damage**;
 - b) covered under any other Section of this **Policy**;
 - c) caused by or arising from **Computer Virus**; or
 - d) to furs or leather apparel.
4. **We** will not pay if **Damage** was caused by:
- a) Sea
We will not pay for **Damage** caused directly or indirectly by the action of the sea or tidal wave.
 - b) Earth Movement
We will not pay for **Damage** caused directly or indirectly by erosion, subsidence, landslide or other earth movement.
 - c) Flood
We will not pay for **Damage** caused directly or indirectly by **Flood**.
 - d) Hazardous Goods
We will not pay for **Damage** caused directly or indirectly from circumstances where **you** are in breach of any law, by-law, municipal or other public body regulation dealing with the storage of hazardous goods on the **Premises**.
 - e) Cessation of Work
We will not pay for **Damage** caused directly or indirectly by cessation of work.
 - f) Documents or Business Books
We will not pay for **Damage** to documents, manuscripts, or **Business** books.
 - g) Explosives
We will not pay for **Damage** caused by or arising out of the use of explosives.

Section 2A - Canine Extension

Specific Definitions

The meaning of some of the important words and terms used in Section 2A only, are shown below.

Accident means a sudden, unforeseen, and unintended event causing **Injury** to **your Dog**.

Alternative Therapies include, but are not restricted to treatments involving homeopathic remedies, acupuncture, chiropractic treatments and physiotherapy. Alternative therapies are excluded from this **Policy**.

Condition means all manifestations of clinical signs resulting from the same diagnostic classification or disease process, regardless of the number of incidents or areas of the body affected. For example, all types and occurrence of cancer that occur in the same **Dog** are classified as one condition.

Congenital Defect is a condition present at, and existing from, the time of birth or in growth and development. Examples of congenital problems include multiple rows of teeth, cleft palate, hydrocephalus, congenital heart problems and cryptorchid (undescended testicle).

Dog means the dog covered by this **Policy** and listed in the **Schedule**.

Hereditary Defect/Hereditary Condition means that there is a significant genetic component in the development of that particular condition in a particular breed or type of dog. The condition may manifest or show its symptoms at any time during the **Dog's** life. Examples of hereditary conditions include hip dysplasia, elbow dysplasia, entropion eye problems in Pugs and dislocating kneecaps in small breeds of dogs.

Illness means sickness or disease suffered by **your Dog** which is not caused by **Injury** and which first occurs or first shows clinical signs during the **Period of Insurance**.

Injury means a physical and bodily injury that is unforeseen and happens accidentally to **your Dog** as a result of external, violent and visible means that results solely and directly and independently of any other cause excluding any known or unknown pre-

existing physical, **Congenital Defect** or **Hereditary Condition**. The **Injury** must occur during the **Period of Insurance**.

Maximum Amount Payable means the amount listed in the **Schedule** as the maximum amount payable under Section 2A of the **Policy**.

Pre-Existing Condition means a **Condition** that first occurred or first showed clinical signs or was reasonably foreseeable before this **Policy** started or within the applicable **Waiting Period**.

Treatment means any examination, consultation, hospitalization, surgery, X-rays, medication, nursing and other care provided by a vet or vet practice.

Veterinary Expenses means the reasonable normal customary expenses incurred in Australia and payable in respect of treatment or services given by any **Veterinary Surgeon** and including the cost of medical supplies and pharmaceuticals and disposal costs.

Veterinary Surgeon means a legally registered and qualified veterinarian.

Veterinary Surgery means a legally registered veterinary hospital, clinic, centre or surgery.

Waiting Period means the 30 days starting from the commencement of the **Period of Insurance**.

Cover Provided

If **your Dog** suffers an **Injury** as the result of an **Accident** during the **Period of Insurance**, we will pay for **Veterinary Expenses** for **Treatment** carried out by a **Veterinary Surgeon** up to the **Maximum Amount Payable** subject to the Specific Exclusions, General Exclusions and the **Waiting Period**.

In the event of a continuing **Condition**, the amount payable for that **Condition** will be restricted to the **Maximum Amount Payable**. No further amount will be payable in the event of the same **Injury** recurring.

Hospitalisation expenses are payable only if deemed essential by the **Veterinary Surgeon** in the interests of **your Dog's** health.

Section 2A - Canine Extension [cont'd]

We will not pay **Veterinary Expenses** or hospital expenses incurred 12 months after the **Injury** occurred.

We will not pay **Veterinary Expenses** or hospital expenses incurred during the **Waiting Period**.

The total amount payable for all **Injuries** occurring during any one **Period of Insurance** is the **Maximum Amount Payable**.

Additional Benefit

Essential Euthanasia

We will pay the costs incurred to euthanase **your Dog** following an **Accident** if the **Veterinary Surgeon** deems the euthanasia essential to relieve the suffering of **your Dog**.

We will not pay for any costs incurred for voluntary euthanasia.

The amount payable for this Additional Benefit will not increase the **Maximum Amount Payable**.

Specific Conditions

You must follow the Specific Conditions listed below otherwise **we** may not pay **your** claim under Section 2A.

1. **Your Dog** is warranted by **you** to be in sound health and free from any **Injury** or physical disability (congenital, hereditary or otherwise) at the time of commencement of this insurance.
2. **You** must at all times provide reasonable care and attention for **your Dog**.
3. **You** authorise **your Veterinary Surgeon**, current or previous, to release information or records regarding any **Dog** if requested by **us** and any charge by the **Veterinary Surgeon** for the furnishing of such records, will form part of the amount payable under this **Policy**.
4. **You** must advise of any pre-existing **Injury**, medical **Condition**, infirmity or weakness either sustained by **your Dog** prior to the **Period of Insurance** or known by **you** to have existed prior to the **Period of Insurance**.
5. **You** warrant that **your Dog** will not participate in: racing activities or training for racing activities, or fighting, except for under unforeseen and fortuitous circumstances.
6. Where required by either State Legislation or Local Government regulations, **you** will ensure that **your Dog** is registered.
7. **Your Dog** will not be used for commercial purposes. This includes, but is not limited to, police or guard dogs, search/rescue and custom/quarantine dogs, commercial breeding dogs, or any dog, which is leased or rented out. This does not apply to any dog, which is used in the provision of assistance to sight or hearing impaired persons.

Specific Exclusions

We will not pay for:

1. **Veterinary Expenses** for **Treatment** arising from **Injuries** to **your Dog** suffered as the result of any incident involving a moving vehicle unless **your Dog** is appropriately restrained;
2. **Veterinary Expenses** for **Treatment** arising from any **Injury** suffered by **your Dog** while it is being used for commercial or occupational purposes;
3. Routine examinations or vaccinations;
4. **Veterinary Expenses** for **Treatment** as a direct or indirect result of **Illness**;
5. Elective and cosmetic procedures including but not limited to tail docking, dewclaw removal, skin fold resection, ear cropping or nail clipping;
6. Orthodontics, teeth cleaning or scaling, expenses incurred in connection with temporary or deciduous teeth or any other dental expenses;

Section 2A - Canine Extension [cont'd]

7. The cost of prescription diets, dietary, nutritional or mineral supplements, grooming costs and bathing;
8. Any expenses incurred directly or indirectly as a result of behavioural problems;
9. **Congenital Defects** or **Hereditary Defects/ Hereditary Conditions** or diseases or **Conditions** caused by such defects and conditions;
10. Expenses incurred as a direct or indirect result of desexing;
11. Expenses incurred as a result of or related to breeding, obstetrics or parturition;
12. Hospitalisation except that deemed essential by the treating **Veterinary Surgeon**;
13. Expenses incurred for voluntary euthanasia, post mortem, burial or cremation;
14. Any expenses whatsoever for examination, diagnosis, x-rays or any other tests which do not reveal a **Condition** which is payable under this **Policy**;
15. Any expenses incurred before **your Dog** reaches the age of 8 weeks;
16. Any expenses incurred if **your Dog** is 9 years or older when **your Policy** first commenced;
17. Any expense for transport costs;
18. Claims arising directly or indirectly from, or as a result of, any excluded or **Pre-Existing Condition**;
19. Entropion and Ectropion (rolling eyelid);
20. Any consequential loss including loss of enjoyment;
21. Any additional expenses incurred away from a **Veterinary Surgery** unless the treating **Veterinary Surgeon** believes that the treatment is necessary;
22. Any claim arising directly or indirectly from a deliberate **Injury** or lack of reasonable care caused by **you** or any person who normally lives with **you**.

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