

Your Summary

Welcome *Your business name* to Evari, and a refreshing change to business insurance!

SAMPLE POLICY

What you told us

Your policy is based on what *You* have told us about *You* and *Your* business. If any of these details change, *You* should contact Evary or update *Your* information by accessing *Your* Evary account at app.evary.insure/dashboard.

I and/or the business owners/directors have **not** suffered bankruptcy or been convicted of a criminal offence in the past 7 years

I and/or the business owners/directors have **not** been declined a claim as a result of insurance fraud in the past 7 years

I and/or the business owners/directors have **not** had more than 3 claims in the last 3 years

I and/or the business owners/directors have **not** received claim payments totalling more than \$35,000 in the last 3 years

Your insurance policy

Your insurance policy is a contract between *You* and Evary's Underwriters.

Your insurance policy is made up of:

1. the Cover Summary and Policy Wording – these are very important documents. They explain what *You* are covered for (policy cover), and equally important, what *You* are not covered for (policy exclusions), as well as any conditions that apply to *Your* policy such as when *You* need to notify a claim and the level of *Excess* that will apply in the event of a claim.
2. the Evary dashboard - the Evary dashboard app.evary.insure/login is unique to *You* and shows details relevant to *Your* cover under *Your* insurance policy. It includes details of the items recorded in the *Evary Asset Vault* and any *Pause Periods* which *You* have specified;
3. any other recorded change or variation - changes or variations to *Your* insurance policy during the Period of Insurance that have been recorded in:
 - a. the Evary dashboard; and
 - b. any updated Cover Summary and Policy Wording; and
 - c. any notice or document sent electronically to *You* by or on behalf of Evary.

About Evary and this product

To make things easier to read, this policy document is personalised specifically for *You* - the layout aligns to each type of cover that *You* chose to purchase for the period of *Your* insurance, *Your* policy period, (hereafter referred to in this document as the Period of Insurance). Where there are any exclusions, or conditions that apply, either to this policy as a whole or to *Your* chosen covers, then these are clearly explained too. If *You* would like to refer to the full policy wording it can be found at www.evary.insure. Defined terms are represented by either both capitals and italics or just capitals. Reference to the singular includes the plural and vice versa. Any reference to a statute, statutory instrument, regulation or order includes any amendment or re-enactment of that statute, statutory instrument, regulation or order. Any reference to a "person" (but not a "natural person") includes a natural person, entity or organisation.

At Evary, we know that businesses change, and it's important *Your* insurance can keep up, so we've

made it easy for *You* to update *Your* insurance. *You* can simply log in to *Your* Evari account at www.app.evare.insure/dashboard to update any change in details and amend *Your* existing policy, specify *Pause Periods* or purchase an alternative policy.

About Evari

Evari Insure Pty Ltd (Evari) is an Australian Financial Services Licensee, ABN 49 615 973 487, Australian Financial Services Licence No. 494857. In issuing this policy, Evari acts under an authority granted to them by Evari's Underwriters. This means that when issuing this policy Evari will be acting as agents for Evari's Underwriters, not for *You*. Evari's contact details can be found at Evari's website, www.evare.insure/contact.

This policy of insurance confirms that in return for payment of *Your* premium, Evari's Underwriters have agreed to cover *You*, in accordance with the terms detailed in this document.

In accepting this insurance, Evari's underwriters have relied on the information and statements that *You* provided when applying for this insurance. *You* should read this policy carefully and if it is not correct, simply log in to *Your* Evari account at app.evare.insure/dashboard or call Evari to update it. This is an important document and *You* should save it in a secure place with all other documents relating to this insurance. Copies can also be downloaded from app.evare.insure/dashboard.

About Evari's Underwriters

This insurance is underwritten by Allied World Assurance Company, Ltd, ABN 54 163 304 907. Allied World Assurance Company, Ltd (Allied World) is authorised by the Australian Prudential Regulation Authority (APRA) to carry on insurance business in Australia. Allied World is not licensed to, and does not provide, financial product advice about this product. Allied World is *Your* insurer and will be referred to as Evari's Underwriters throughout this document.

Level 21
Australia Square
264 George Street
Sydney NSW 2000
Phone: 02 8015 2500 Email: info.australia@awac.com

You should contact Evari in the first instance in relation to this insurance.

Complaints and dispute resolution process

If *You* have any cause for complaint about this insurance product, the service *You* have received or a claim, please contact Evari by either email, telephone or mail to:

Email: complaints@evare.insure

Phone: 1300 216 226

Post: PO Box 7923 Cloisters Square, Perth, WA 6850

To allow Evari to consider *Your* complaint, the following information needs to be provided (where available):

- a. *Your* name, address, email and telephone number;
- b. Policy number, claim number and product type;
- c. an explanation of the situation that led to the complaint; and
- d. copies of any supporting documentation *You* believe may assist Evari in addressing *Your* complaint properly.

Evari will respond to *Your* complaint within 15 working days, unless an alternative time frame has been agreed with *You*. If *Your* complaint is unable to be resolved or *You* do not agree to an alternative timeframe to respond to *Your* complaint, at *Your* request, *Your* complaint will be referred through an

internal dispute resolution process. *Your* complaint will be reviewed and *You* will be provided with a final decision within 15 working days of *Your* request for review, unless an alternative timeframe has been agreed with *You*.

If this does not resolve *Your* complaint to *Your* satisfaction or if *Your* complaint has not been resolved within 45 days, *You* may refer the matter to the Australian Financial Complaints Authority (AFCA). The Australian Financial Complaints Authority contact details are:

Phone: 1800 931 678

Email: info@afca.org.au

Postal Address: Australian Financial Complaints Authority -

GPO Box 3, Melbourne VIC 3001

Website: www.afca.org.au

AFCA is an independent external dispute scheme. *Your* complaint must be referred to AFCA within 2 years of the date of the final decision of Evari or Evari's Underwriters. Any decision AFCA makes is binding on Evari and Evari's Underwriters. AFCA has authority to review certain complaints. Please contact AFAC and they can advise if *Your* complaint is one they can consider.

General conditions

The following general conditions apply to all sections and covers within this policy:

Evari is conscious of being not only green, but also allowing more convenience

1. **electronic communication** - Evari will ask *You* if *You* agree to Evari sending policy documents and notices to *You* electronically. If *You* agree, all policy documents and notices will be sent to *You* electronically. *You* are responsible for making sure the email address *You* provide is up to date at all times by accessing *Your* Evari account at app.evारी.insure/dashboard. Any electronic communication sent by or on behalf of Evari will be deemed to have been received by *You* on the day it is sent.

Before buying a policy please consider

2. **duty of disclosure** - Section 21 of the Insurance Contracts Act 1984 (Cth) provides that before *You* enter into an insurance contract, *You* have a duty to tell the insurer (in this case Evari's Underwriters) anything that *You* know, or could reasonably be expected to know, that may affect the insurer's decision to insure *You* and on what terms. *You* have this duty until they agree to insure *You*.

You have the same duty to disclose before *You* renew, extend, vary or reinstate an insurance contract. However, *You* do not need to tell the insurer anything that:

- a. reduces the risk they insure *You* for;
- b. is common knowledge;
- c. *Your* insurer knows or should know as an insurer; or
- d. the insurer waives *Your* duty to tell them about.

If *You* do not tell the insurer something *You* are required to disclose, the insurer may cancel *Your* contract or reduce the amount they will pay *You* if *You* make a claim, or both. If *Your* failure to tell the insurer is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed and invalidate it from its beginning.

3. **cooling off period** - there is a 14-day cooling off period when taking out *Your* policy. If *You* are not completely satisfied, *You* can cancel *Your* policy by contacting Evari within 14 days of the issue date and receive a full refund of any premium paid. If during the 14 days a claim has been lodged on the policy, then this section does not apply but you still have cancellation

rights under the terms of this policy.

4. **privacy policy** - Allied World and Evari (together “Us/Our/We”) are committed to protecting *Your* privacy in accordance with the Privacy Act 1988 (Cth) and the 13 Australian Privacy Principles. Allied World and Evari may collect, handle, store and disclose *Your* personal and sensitive information for the specific purpose of:
 - a. deciding whether to issue a policy;
 - b. determining the terms and conditions of *Your* policy;
 - c. compiling data to improve Evari’s products and services;
 - d. handling claims.

By providing Us with *Your* personal information, *You* consent to Our collection, use and disclosure, as well as outlined above and in accordance with Allied World’s and Evari’s Privacy Policies.

This consent remains valid unless *You* alter or revoke it by giving written notice to Allied World’s and Evari’s Privacy Officer. Should *You* wish to withdraw *Your* consent, We may not be able to provide insurance services to *You*.

Allied World’s Privacy Policy contains information on the kinds of personal information Allied World collects and holds, how Allied World does so and the purposes for which Allied World collects, holds, and discloses personal information. It also contains information on how Allied World can access *Your* personal information, how *You* can seek correction of such information or make a privacy related complaint and when Allied World is likely to disclose personal information to third parties and overseas recipients, including the countries in which Allied World is likely located.

Evari's detailed Privacy Policy can be found at www.evari.insure/privacy-policy. *You* can download a copy of Allied World’s Privacy Policy by visiting <http://www.alliedworldinsurance.com/australia> or request a copy to be sent to *You* by calling (02) 8015 2500.

5. **sanctions** - Evari’s Underwriters shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Evari’s Underwriters or their reinsurers or affiliates to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, or Australia.

Important to consider purchased covered amounts, pause periods, trailers and tools of trade you do not own

6. **sums insured** - the respective agreed *Limits* will, in the instance of any claim being paid in the Period of Insurance, be reduced as applicable for the relevant section of the policy in which the claim was made.
7. **Pause Period** - any claim made arising out of or in connection with *Business Activities* performed by *You* which took place during a specified *Pause Period* will not be covered under the Legal Liability section of this policy.
8. **Trailers** - any *Trailer* will only be covered under the Tools of Trade section of this policy if the *Trailer* is recorded in the *Evari Asset Vault*.
9. **Tools of Trade not owned by You** - any Tools of Trade *You* do not own will only be covered under the Tools of Trade section of this policy if they are recorded in the *Evari Asset Vault*.
10. **Mobile Plant** - any *Mobile Plant* will only be covered under the Tools of Trade section of this policy if the *Mobile Plant* is recorded in the *Evari Asset Vault*.

Paying the premium, the price Evary charges - please consider that in respect of:

11. **an annual policy** - You have taken out an annual policy, for which the Period of Insurance is *Your policy period*. You must pay *Your* annual premium by the due date.
12. **an agreement to pay *Your* premium by instalments** - You will be required to pay *Your* premium one month (instalment) in advance starting from the beginning of the Period of Insurance; You must pay *Your* instalments of premium by the due date.
13. **non-payment of premium instalments** - if any premium instalment payment remains unpaid for a period of 14 days or more, Evary's Underwriters can refuse to pay a claim.
14. **payment of premium in full before claims settlement** - where claims lodged under this policy total \$60,000 or more, the remaining instalments due on the total policy premium for the Period of Insurance will be deducted from the total amount of any claim settlement to be paid.
15. **payment of overdue premium in full before claims settlement** - in instances where any payment of premium is overdue but *Your* policy has not been cancelled or *Your* claim has not been refused, any overdue premium will be deducted from the total amount of any claim settlement to be paid.
16. **payment reminder** - any payment reminder Evary sends *You* does not change the expiry of the Period of Insurance or the due date of payment of premium unless Evary tells *You* otherwise.

Cancelling this policy

17. **You may cancel *Your* Policy by** - simply accessing *Your* Evary account at app.evary.insure/dashboard/account. The cancellation request can be found in the 'Your Profile' tab. To cancel *Your* policy, use the 'Cancel Policy' icon. Cancellation will take effect on the date Evary receives *Your* request to cancel *Your* policy. No cover will be provided from the date of cancellation. A pro-rata refund will be issued from the date of the cancellation for any amount *You* have paid in advance.

This policy may be cancelled under certain circumstances

18. **reasons *Your* policy may be cancelled** - this policy may be cancelled on the grounds set out in the Insurance Contracts Act 1984, which include but are not limited to:
 - a. *Your* failure to comply with a provision of this contract of insurance, including a provision with respect to payment of the premium;
 - b. *Your* failure to comply with *Your* Duty of Utmost Good Faith;
 - c. *Your* failure to comply with *Your* Duty of Disclosure;
 - d. *You* making a fraudulent claim under *Your* contract of insurance.

Cover will be cancelled from an effective date determined by Evary's Underwriters, and no cover will be provided from this date. We will notify *You* in writing.

Related claims may be treated as one loss

19. **claims arising from a single cause or event** shall all be considered as one loss for the purpose of this Policy.
20. **natural events occurring within 72 hours** - in respect of earthquake, a hurricane, a typhoon, windstorm, rainstorm, hailstorm and/or tornado; any damage arising during any one period of 72 consecutive hours shall be deemed to be a single event, and treated as one loss. The commencement of any such 72 hour period shall be decided at *Your* discretion, provided that there shall be no overlapping in any two or more such 72 hour periods in the event of damage occurring over a more extended period of time.

When a claim happens please consider

21. **admission of liability** - You must not make an admission of liability, negotiate a payment or settle a demand or proceedings without Evari's Underwriters consent.
22. **subrogation** - if You make a claim which involves a third party, then Evari's Underwriters have the right to undertake in Your name and act on Your behalf, and bring a proceeding, action or claim to seek recoveries from a third party. Evari's Underwriters have the right to seek recovery of compensation or to secure agreement from the third party to indemnify You from further claims against You relating to a loss indemnified by this policy. However all rights of such subrogation will be waived against:
 - a. You, and each other party described as an interested party in Your policy;
 - b. any corporation, organisation or person which or who owns or controls the majority of the capital stock of any corporation or organisation to which or to whom protection is afforded under this policy,

except where such corporation, organisation or person is protected from liability insured against hereunder by any other policy of indemnity or insurance. This right of subrogation is not waived to the extent and up to the limit of any such other policy.

23. **limitation of liability contracts** - if You have agreed not to seek compensation from another person who is liable to compensate You for any loss, damage or liability which is covered by this policy we will not cover You under this policy for that loss damage or liability.
24. **goods and services tax** - Evari's Underwriters will reduce the GST amount they pay by the amount of any input tax credits to which You are or would be entitled if You made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through Your business.
25. **amount of recoveries** - once a claim under this policy is paid, You give Evari's Underwriters all rights in respect of recoveries against third parties, and Evari's Underwriters will apply the proceeds of any recovery first to reimburse actual costs incurred by them in pursuing recoveries and then in reimbursement of all payments made by them until they are fully reimbursed up to the amounts paid. Any remaining amount(s) will be paid to You. Where interest is recovered in any recovery the interest will belong to Evari's Underwriters.

Apart from a claim, after the policy is purchased there may be times when You need to let Evari know when something changes

26. **interested parties** - You must access Your Evari account at www.app.evari.insure/dashboard/policies and update Your details if You wish to note the interest of any parties (e.g. financiers or lessors) on the Tools of Trade section of this policy. You cannot note the interest of any other party on the Legal Liability section of the policy.
27. **break of contract** - You must notify Evari immediately of a change in *Business Activities*, Evari will decide whether to continue to insure You and if so on what terms. Evari's contact details can be found at Evari's website, www.evari.insure/contact.
28. **other alterations** - You must notify Evari immediately of any alteration to the risk by either managing Your account at app.evari.insure/dashboard/profile or by contacting Evari. Some, but not all, alterations will be subject to a premium adjustment and some alterations may not fall within Evari's underwriting guidelines and may result in Evari being unable to provide cover for the requested alteration. Approved alterations will take effect from the date of notification or the requested effective date, whichever is sooner.

When Your policy is due for renewal - please consider

29. **renewal** - before Your policy is due to expire, Evari will advise You whether Evari's Underwriters intend to offer renewal and if so on what terms. Please check the terms of any renewal

carefully to ensure that all details and *Limits* are correct. If Evari's Underwriters make an offer to renew *Your* policy, then *Your* policy will be renewed in accordance with the terms of the renewal offer, unless *You* request any changes to *Your* cover or *Limits* by managing *Your* account at www.app.evari.insure/dashboard or by contacting Evari. Any changes that *You* request will be subject to acceptance by Evari's Underwriters and may affect the terms of any renewal offer, including terms relating to the cost of *Your* insurance.

Your renewal notice will tell *You* when payment for the renewal policy is due. If Evari does not receive payment of *Your* premium for the renewal policy by the due date, then the renewal policy will not commence and *Your* cover will end at the expiry of the previous Period of Insurance. Acceptance of late payment of premium will be at Evari's discretion.

Variation of *Your* policy - please consider

30. *You* can request to vary *Your* insurance during the Period of Insurance. A request to vary *Your* insurance will include but is not limited to adding additional cover, recording items in the *Evari Asset Vault*, adjusting the *Limits* or starting or ending a *Pause Period*. Any request to vary *Your* insurance during the Period of Insurance will be subject to acceptance by Evari's Underwriters and confirmation of acceptance issued by or on behalf of Evari and may increase the premium payable. Evari will confirm acceptance of any variation by recording the variation in the Evari dashboard, issuing an updated Cover Summary and Policy Wording including the variation or sending a notice or documents to *You* which confirms the variation.

Jurisdiction

31. Evari's Underwriters in accepting this insurance agree that if a dispute arises under this insurance it will be subject to Australian law and practice and Evari's Underwriters will submit to the jurisdiction of any competent court in the Commonwealth of Australia.

Making a claim

32. Making a claim couldn't be easier. *You* are required to notify Evari of potential, or actual claims as soon as possible - to do so, simply log in to *Your* Evari account at app.evari.insure/dashboard/claims and follow the simple steps to lodge *Your* claim. *Your* claim will have been notified when *You* have logged *Your* claim on the dashboard. If *You* have any issues with logging *Your* claim or *You* don't receive confirmation of *Your* claim being received please call 1300 216 226. Once *Your* claim is lodged, *You* will be advised of the next steps.

To help process *Your* claim:

33. Evari will ask *You* for some or all of the following:
- a. a detailed account of the events leading to the claim (who, where, how);
 - b. details of any police reports;
 - c. GST details (e.g. ABN);
 - d. an estimate of the loss or damage;
 - e. Evari may also ask for specific information and documentation relating to the claim - such as:
 - i. sales receipts or accounts (originals or duplicates) showing the date, purchase price, a description of items purchased and place of purchase;
 - ii. credit card statements or bank statements showing the transaction details;
 - iii. owner's manuals or instruction manuals providing the model and serial number/s of the lost or damaged property;
 - iv. warranties noting the item and payment figure;
 - v. valuations;

- vi. photos clearly showing the items;
- vii. closed circuit television security footage (where available);
- viii. in the case of damaged *Stock*, clear photos showing the use-by date;
- ix. builder's, electrician's or other relevant tradesman reports detailing the loss or damage;
- x. letter from the original supplier/purchaser on a verified letterhead;
- xi. Australian Taxation Office submission, showing depreciation schedule of items;
- xii. statement from *Your* accountant.

To help Evari's Underwriters handle *Your* claim:

- 34. **evidence** - *You* must preserve all proof of purchase, property, *Products*, appliances, plant, and all other items which may assist in the investigation or defence of a claim or suit or in the exercise of rights of subrogation and, so far as may be reasonably practicable. No alteration or repair shall be effected without Evari's Underwriters consent until they have had an opportunity of inspection.
- 35. **details of other insurance** - when so requested, *You* must provide Evari's Underwriters with details of any other insurances that insure the loss which is the subject of the claim.
- 36. **if the claim is within an Excess, or over the applicable Limit** - should *You* incur cost(s) due to a loss which is not covered by this policy:
 - a. due to the application of an *Excess*; and/or
 - b. where the amounts of any judgments or settlements exceed the applicable *Limit*,

any corporation, organisation or person claiming under this insurance shall, at Evari's Underwriters request and expense, do and concur in doing and permit to be done all such acts and things that may be necessary or may reasonably be required by Evari or Evari's Underwriters for the purpose of enforcing any rights and remedies, or for obtaining relief or indemnity from any other organisation(s) or person(s), to which Evari's Underwriters shall be or would become entitled upon paying for or indemnifying *You* in respect of legal liability under this policy.

- 37. **claims resulting in legal action** - following the happening of any loss or *Occurrence* in respect of which a claim is, or may be, made under this policy, Evari's Underwriters:
 - a. have full discretion in the conduct of any legal proceedings and in the settlement of any claim. *Your* claim may not be paid if *You* do not provide any statements, documents or assistance as required to support or defend the claim. This may include giving evidence in any legal proceedings;
 - b. may at any time pay to *You*, in respect of all claims against *You* arising directly or indirectly from one source or original cause:
 - i. the amount of the *Limit* of liability or such other amount specified in respect thereof (after deduction of any sum(s) already paid to *You*, which sum(s) would reduce the amount of Evari's Underwriters unfulfilled liability in respect thereof); or
 - ii. any lesser sum for which the claim(s) can be settled;
 - c. upon making such payment, Evari's Underwriters shall relinquish conduct and control of, and be under no further liability under this policy in connection with, such claim(s) except for defence costs and supplementary payments:
 - i. recoverable from *You* in respect of the period prior to the date of such payment (whether or not pursuant to an order made subsequently); or
 - ii. incurred by Evari's Underwriters, or by *You* with their written consent, prior to the

date of such payment.

General exclusions

The following general exclusions apply to all sections and covers within this policy. *You* are not covered for loss, damage or liability directly or indirectly caused by, contributed to or arising from:

1. any war, invasion, acts of foreign enemies, hostilities, rebellion or warlike operations (whether war be declared or not), civil war insurrection, uprising, military or usurped power;
2. any act of *Terrorism*;
3. the action of water from the sea or tidal wave or tsunami;
4. any nuclear, radioactive, biological or chemical material;
5. *Pollutants* that discharge or escape from property either occupied or managed by *You*;
6. vermin, animals or insects;
7. losses occurring outside Australia;
8. losses resulting from lack of reasonable care and maintenance;
9. any legal liability of any nature, except as covered under the Legal Liability section of this policy;
10. delay, trade debt, lack of performance, loss of contract or depreciation in the value of any property or land;
11. any loss of use or consequential loss of any kind;
12. damage or loss caused by any faults or defects known to *You* or any of *Your Employee(s)* (whose knowledge in law would be deemed to be *Your* knowledge) or by faults and defects that ought to be known to *You* or *Your Employee(s)* (whose knowledge in law would be deemed to be *Your* knowledge) and not disclosed to Evari at the time *You* arranged, extended, varied or renewed this insurance;
13. intentional acts by *You* or any other person with *Your* knowledge and consent and which *You* were capable of preventing.

Tools of trade

You have selected to be covered under this Tools of Trade section of the policy up to a *Limit* of *Your selected Limit*, in the event of any *Physical Loss, Destruction or Damage* to *Your Tools of Trade* occurring during the Period of Insurance and caused by:

1. fire, *Flood*, earthquake, explosion, or collision or overturning of a motor vehicle carrying the *Tools of Trade*; or
2. theft by a third party:
 - a. resulting from actual forcible entry evidenced by damage to a securely locked building containing the *Tools of Trade* at *Your* home or another person's home or business premises *You* have authorised; or
 - b. resulting from actual forcible entry evidenced by damage to *Your Securely Locked Vehicle* containing the *Tools of Trade*.

For the avoidance of doubt, there will be no cover under this policy for theft of *Tools of Trade* in the open air.

Your cover under this section also includes the following where applicable. The cover listed below is included in and not in addition to the *Limit* for this section:

1. **Trailers:** If *Your Trailer* is recorded in the *Evari Asset Vault* at the time of the loss, Evari's Underwriters will pay for *Physical Loss, Destruction or Damage to Your Trailer* occurring during the Period of Insurance, caused by:
 - a. fire, *Flood*, earthquake, explosion; or
 - b. theft by a third party:
 - i. resulting from actual forcible entry evidenced by damage to a securely locked building containing the *Trailer* at *Your* home or another person's home or business premises *You* have authorised; or
 - ii. when the *Trailer* is in the open air or attached to a *Vehicle*, but only if when it is unattended it is secured with anti-theft device adequate for securing a trailer such as a coupling lock, lockable hitch, or wheel clamp.
2. **Mobile Plant:** If *Your Mobile Plant* is recorded in the *Evari Asset Vault* at the time of the loss, Evari's Underwriters will pay for *Physical Loss, Destruction or Damage to Your Mobile Plant* occurring during the Period of Insurance, caused by:
 - a. fire, *Flood*, earthquake, explosion; or
 - b. theft by a third party:
 - i. resulting from actual forcible entry evidenced by damage to a securely locked building containing the *Mobile Plant* at *Your* home or another person's home or business premises *You* have authorised; or
 - ii. when the *Mobile Plant* is in the open air, but only if when it is unattended all external entries to the cabin of the *Mobile Plant* are locked, alarmed and/or sealed from unauthorised access or where the *Mobile Plant* does not have a cabin that can be locked, alarmed and/or sealed from unauthorised access, the *Mobile Plant* is secured with an anti-theft device adequate for securing the *Mobile Plant* such as a wheel clamp, an equipment lock, an ignition lock or chains and padlocks;
 - iii. when the *Mobile Plant* is loaded on a trailer, but only if when it is unattended it is directly attached to the trailer with anti-theft lashings such as chains or twist locks and the trailer itself is secured with an anti-theft device adequate for securing a trailer such as a coupling lock, lockable hitch, or wheel clamp.

Tools of Trade, Trailers and Mobile Plant can be recorded in the *Evari Asset Vault* www.app.evari.insure/dashboard to help speed up the claims process and make sure *You* are properly covered. Where Evari's Underwriters agree to pay following *Physical Loss, Destruction or Damage*, for *You*:

1. **Tools of Trade specified in the Evari Asset Vault at the time of the loss** - Evari's Underwriters will at their option either pay the cost of repairing the damaged item, or replace, or pay *You* to replace it with an equivalent model of a like kind, capacity, size, quality and function. The most Evari's Underwriters will pay per loss or Occurrence is:
 - a. for *Tools of Trade* *You* own, the amount listed for the damaged item in the *Evari Asset Vault*;
 - b. for *Tools of Trade* *You* hire, lease, or borrow, the amount listed for the damaged item in the *Evari Asset Vault* or to the extent of *Your* insurable interest in the item, whichever is the lesser.
2. **Tools of Trade not specified in the Evari Asset Vault at the time of the loss** - Evari's Underwriters at their option will pay for the cost of repairing, rebuilding or replacing; if Evari's Underwriters:
 - a. replace the item(s), it will be with a similar model of a like kind, capacity, size, quality and function up to \$1,000 per item and \$5,000 per loss or Occurrence;
 - b. pay *You* the cost to replace the item less an allowance for depreciation - depreciation will be applied at the rate of 20% per annum for each year from the date of

manufacture of the item subject to a maximum reduction of 80% of the replacement cost.

3. **Trailer specified in the Evari Asset Vault** - Evari's Underwriters will at their option either pay the cost of repairing the damaged *Trailer*, or replace, or pay *You* to replace it with an equivalent model of a like kind, capacity, size, quality and function. The most Evari's Underwriters will pay per loss or *Occurrence* is:
 - a. for a *Trailer* that *You* own, the amount listed for the damaged *Trailer* in the *Evari Asset Vault*; or
 - b. for a *Trailer* *You* hire, lease, or borrow, the amount listed for the damaged item in the *Evari Asset Vault* or to the extent of *Your* insurable interest in the item, whichever is the lesser.
4. **Mobile Plant specified in the Evari Asset Vault** - Evari's Underwriters will at their option either pay the cost of repairing the damaged *Mobile Plant*, or replace, or pay *You* to replace it with an equivalent model of a like kind, capacity, size, quality and function. The most Evari's Underwriters will pay per loss or *Occurrence* is:
 - a. for *Mobile Plant* that *You* own, the amount listed for the damaged *Mobile Plant* in the *Evari Asset Vault*; or
 - b. for *Mobile Plant* *You* hire, lease, or borrow, the amount listed for the damaged item in the *Evari Asset Vault* or to the extent of *Your* insurable interest in the item, whichever is the lesser.

Where Evari's Underwriters agree to pay for the cost of repairing the damaged *Tools Of Trade* or *Trailers* or *Mobile Plant*, or to replace the items, whichever is less, but the following will not be included in the repair or replacement costs,

1. the cost to repair or replace expendable items and consumables other than expendable items and consumables which are necessary for the repair;
2. the cost of alterations, improvements or overhauls unless it is required for the repair or replacement.

Subject to an *Excess* of *Your selected Excess* for each and every loss giving rise to a claim.

Exclusions

You are not covered for *Physical Loss, Destruction or Damage* caused by or arising from, any of the following exclusions:

1. *Wear and Tear*;
2. breakdown of machinery;
3. maintenance, such as the tightening of loose parts, recalibration or adjustments;
4. operating outside of manufacturer's specifications, or during the course of installation, erection, relocation, maintenance, testing, inspection, repair, alteration, modification or overhaul;
5. a deliberate act, neglect, act, error or omission carried out by *You* or by a person with *Your* knowledge or consent;
6. instances where the manufacturer or supplier or other parties are responsible under a maintenance or warranty agreement;
7. vermin, animals or insects;
8. an electrical device (including wiring) caused by a surge in electrical current;
9. damage, destruction, distortion, erasure, corruption or alteration of *Electronic Data* from any cause whatsoever (including but not limited to *Computer Virus*) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other

- cause or event contributing concurrently or in any other sequence to the loss;
10. discolouration and chipping, where the property is still useable.
 11. any *Trailer* or *Mobile Plant* being used to carry, lift or store a load in excess of the safe working load specified by any relevant statutory authority or the manufacturers specification;
 12. *Mobile Plant* being operated by or in the charge of a person:
 - a. under the influence of any drug or alcohol; or
 - b. with a percentage of drugs or alcohol in that person's blood, breath or urine in excess of that permitted by law to operate or drive the *Mobile Plant*; or
 - c. who refused a request from a person with legal authority to take a breath, blood or urine sample to determine the percentage of drugs or alcohol in the person's breath, blood or urine,

however, if *You* can prove that *You* could not reasonably have known that the person, being a person other than *You*, was impaired by or under the influence of any drug or alcohol or that the person refused to submit to testing to determine the percentage of drugs or alcohol in the person's breath, blood or urine, Evari's Underwriters will cover *You*;
 13. *Mobile Plant* being operated by or in the charge of a person who is not authorised, licensed or trained to operate the *Mobile Plant* under any relevant law;
 14. loss or damage to any load or the contents of any *Trailer* or *Mobile Plant*, unless the load or contents is property that is otherwise insured by this policy;
 15. *Physical Loss, Destruction or Damage to Mobile Plant* while *Mobile Plant* is on *Dry Hire*;
 16. any breach of contract.

Tax audit

You have selected to be covered for *Professional Fees* associated with a tax audit up to a *Limit* of **\$25,000** any one loss and **\$50,000** in the aggregate for the Period of Insurance. In the event *You* are subject to a tax audit by the Australian Taxation Office, or by a Commonwealth, State or Territory department, body or agency, Evari's Underwriters will reimburse the costs of any *Professional Fees* incurred by *You* with Evari's Underwriters consent directly in connection with the tax audit providing the tax audit is notified to Evari during the Period of Insurance.

Subject to an *Excess* of **Your selected Excess** for each and every loss giving rise to a claim.

Exclusions

You are not covered where the tax audit relates to:

1. **routine inquiries**
routine inquiries;
2. **known audit**
a matter where *You* or *Your* tax agent received verbal or written information before the **start date of Your policy** indicating the audit was to occur;
3. **refusal of request**
improper, unwarranted or unjustified refusal or failure to comply with any lawful request made by the authority;
4. **professional fees**
any *Professional Fees* incurred after the tax audit has been completed;
5. **preparation of return**
a tax return that was not prepared by a tax agent;

6. **fraud**

alleged fraud, representations, errors in information and improper conduct occurring;

7. **delay**

a delay or failure to:

- a. lodge a tax return, or information in support of the tax return within the time limit prescribed by law or within the extended time granted by the authority;
- b. pay all taxes owing by the due date, or within any extension of time granted by the authority;
- c. respond to the authority within the time it has specified for a response;

8. **finances**

the imposition of or the seeking to impose any tax, penalty tax, costs, interest, fine or penalty by any authority, court or tribunal;

9. **breach of contract**

any breach of contract.

Legal liability

You have selected to be covered, other than during a specified *Pause Period*, up to a *Limit* of **Your selected Limit** for amounts You become legally liable to pay as compensation in respect of *Personal Injury* or *Third Party Property Damage*, which happened during the *Period of Insurance* as the result of an *Occurrence* in connection with *Your Products* or *Business Activities*.

Your cover under this section also includes:

1. **Reasonable legal costs** - if Evari's Underwriters agree in writing to indemnify You for amounts You may become legally liable to pay as compensation, Evari's Underwriters will pay the legal costs they incur to defend or settle the claim and if Evari's Underwriters provide prior written consent to You to defend or settle a claim, You are also covered for the reasonable legal costs You incur;
2. **First Aid Costs** - Evari's Underwriters will pay any expenses incurred by You for first aid to others at the time of an *Occurrence* which gives rise to Your legal liability;
3. **Property in Your physical or legal control** - You will be paid **\$250,000** in the aggregate for the *Period of Insurance*, for *Physical Loss, Destruction or Damage* to property not owned by You, but legally under Your physical or legal control, including while undergoing any process or being worked on, except for:
 - a. damage to property temporarily in Your possession for the purpose of being worked upon, where the damage arises solely of Your work;
 - b. property not owned by You, but for which You have agreed to obtain insurance, not under this policy;
 - c. property not owned by You, that is or could be recorded in the *Evri Asset Vault*;
 - d. motor vehicles in a car park if the car park is owned or operated by You for reward;
 - e. *Building(s)* that You have hired, leased or rented under a separate agreement;
 - f. property in transit.
4. **Loading and unloading of registered Vehicles** - Evari's Underwriters will pay for any loss or damage to the property of a third party arising out of, or during, loading and unloading to or from any *Vehicle* in the course of *Your Business Activities*;
5. **Employers liability, loss of consortium** - Evari's Underwriters will pay for amounts You become legally liable to pay for loss and damage suffered by the spouse or family member of any of *Your Employees*' injured or killed as a result of Your negligence, wrongful or intentional

acts and the liability is not insured or required to be insured by a *Workers Compensation Insurer*;

6. **Worker to Worker** - Evari's Underwriters will cover *You* for *Your* liability for demands, claims, recoveries or proceedings of *Workers Compensation Insurers* in respect of amounts paid or payable to *Your Employees* who suffer *Personal Injury* as a result of an *Occurrence*;
7. **Queensland Electricians** - where *You* are licensed by the Electrical Safety Office of Queensland and *You* perform domestic electrical services as part of *Your Business Activities* in the state of Queensland, Evari's Underwriters will cover *You* up to **\$50,000** for each *Occurrence* for liability arising from *Your Business Activities* performed as a result of:
 - a. rectifying any electrical work because of defects in *Your Business Activities*, including:
 - i. the loss of any deposit or progress payment (or any part of any deposit or progress payment); and
 - ii. the cost of alternative accommodation, removal and storage costs that are reasonably and necessarily incurred;
 - b. *You* contravening the Competition and Consumer Act 2010 (Cth) and the Fair Trading Act 1989 (QLD), other than any fine or penalty imposed by such contravention;
 - c. testing of *Your* own *Business Activities*, and the work of others;
 - d. incorrect advice or faulty design work *You* performed where *You* did not charge a specific fee for such advice or design work;
 - e. being terminated as a result of *Your* wrongful failure, or *Your* refusal to complete *Your Business Activities*;
8. **West Australian worker extension** - Evari's Underwriters will pay for amounts *You* become liable for following *Personal Injury* to any person who is deemed to be employed by *You* under section 175 of the Workers' Compensation and Rehabilitation Act 1981(WA), or deemed a "Worker" pursuant to any other section of the Act, other than those persons engaged under a contract of service or apprenticeship with *You*.

Conditions

Subject to the following conditions:

1. an *Excess* of **Your selected Excess** is payable by *You* for each and every *Occurrence* giving rise to a claim, except:
 - a. worker to worker losses where the *Excess* is **\$25,000**; and
 - b. every claim arising directly or indirectly out of or caused by or in connection with or for *Personal Injury* to any contractor, sub-contractor or labour hire worker, where the *Excess* is \$25,000.
2. in relation to an approved claim, reasonable legal costs may, at Evari's Underwriters discretion, include payment of reasonable:
 - a. defence costs incurred by *You* or on *Your* behalf for demands or proceedings seeking damages, even if any of the allegations of such demands or proceedings is groundless, false or fraudulent;
 - b. charges, expenses and legal costs incurred by Evari's Underwriters, including relating to:
 - i. the investigation, defence or settlement of such demands or proceedings;
 - ii. bringing or defending appeals in connection with such demands or proceedings;
 - iii. items recoverable from or awarded against *You* in any such demands or proceedings;
 - iv. prejudgment interest awarded against *You* on that part of the judgment

payable by Evari's Underwriters;

- v. interest accruing on Evari's Underwriters portion of any judgment;
 - c. approved legal costs incurred by *You* - where Evari's Underwriters have provided consent, Evari's Underwriters will pay for all reasonable legal costs relating to representation of *You* for the claim;
3. so far as may be reasonably practicable, no alteration or repair shall be effected to property that is known to be the subject of demands or proceedings without Evari's Underwriters consent until Evari's Underwriters have had an opportunity to inspect that property.

Exclusions

You are not covered for, and Evari's Underwriters have no liability for, amounts *You* become legally liable to pay as compensation in connection with *Personal Injury* or *Third Party Property Damage* directly or indirectly arising out of, caused by, resulting from, in consequence of, contributed to or aggravated by any of the following:

1. **advertising injury**

following acts or omissions made at *Your* direction with knowledge of:

- a. the illegality or falsity of those acts or omissions;
- b. breach of contract, other than misappropriation of advertising ideas under an implied contract;
- c. incorrect description of the price of *Products*, goods or services;
- d. infringement of trademark, service mark or trade name by use as the trade mark, service mark or trade name of the *Products*, goods or services sold, offered for sale or advertised;
- e. failure of the *Products*, goods or services to conform with advertised performance, quality, fitness or durability;

2. **aircraft, hovercraft, drones, or watercraft**

- a. the ownership, possession, maintenance, repair, operation or use by *You* or on *Your* behalf of;
- b. any of *Your Products* which are incorporated into;
aircraft, hovercraft, drones, or watercraft;

3. **asbestos**

asbestos in whatever form or quantity;

4. **a breach of professional duty**

arising out of any breach of duty owed in a professional capacity by *You* and/or any person(s) for whose breaches *You* may be held legally liable, but this exclusion shall not apply to liability demands or proceedings:

- a. arising out of 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* site;
- b. arising out of advice which is given by *You* for no fee;
- c. arising out of advice given in respect of the use or storage of *Your Products*;

5. **a contractual liability**

a contractual liability which has been assumed by *You* under any contract or agreement that requires *You* to:

- a. effect insurance over property, either real or personal; or
- b. assume liability for *Personal Injury* and/or *Third Party Property Damage* regardless of fault, provided that this exclusion shall not apply with regard to:

- i. liabilities which would have been implied by law in the absence of such contract or agreement;
- ii. terms regarding merchantability, quality, fitness or care of *Your Product* which are implied by law or statute;

6. damage to Products

for property damage to any *Products* where such damage is directly caused by a fault or defect in such *Products*; but this exclusion shall be interpreted to apply with respect to damage to that part and only that part of such *Product* which has a fault or defect;

7. data

arising out of:

- a. any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information;
- b. the communication, display, distribution or publication of data; provided that this Exclusion does not apply to *Personal Injury* arising therefrom;
- c. the total or partial destruction, distortion, erasure, corruption, alteration, misrepresentation or misappropriation of data;
- d. error in creating, amending, entering, deleting or using data;
- e. the total or partial inability to receive, send, access or use data for any time or at all, from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur;
- f. notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by *You* or others;

8. defamation

resulting from statements made at *Your* direction with knowledge that such statements are false;

9. demolition

arising directly or indirectly out of or in any way connected with the demolition and disposal of any *Building* or structure by *You* or on *Your* behalf where the *Building* or structure exceeds 3.5 metres in height;

10. disciplinary and other actions

arising out of or in connection with any disciplinary action, investigation or professional or registration matter.

11. employers liability

employers liability (except where specifically extended), including:

- a. *Personal Injury* where any insured or *Employee* is indemnified or entitled to be indemnified under any policy of insurance required to be taken out pursuant to any legislation relating to workers' compensation, whether or not the insured is a party to such contract of insurance; or
- b. any scheme created by legislation to provide compensation to persons who sustain *Personal Injury* arising out of or in the course of their employment; or
- c. any liability, demands or proceedings for *Employment Practices*;

12. faulty materials and workmanship

- a. an error or omission in design, plan or specification or failure during testing and faulty workmanship and or faulty materials;
- b. for the cost of performing, completing, correcting or improving any work undertaken by *You* and the cost of repairing, replacing or rectifying defect or faults in *Your Products*

except where specifically noted;

13. **finances and penalties**

finances, penalties, punitive, exemplary or aggravated damages;

14. **liquidated damages**

arising out of liquidated damages clauses, penalty clauses or performance warranties except to the extent that such liability would have attached in the absence of such clauses or warranties;

15. **loss of use**

for loss of use of tangible property, which has not been physically lost, destroyed or damaged, directly arising out of:

- a. a delay in or lack of performance by *You* or on *Your* behalf of any contract or agreement; or
- b. failure of any *Products* or work performed by *You* or on *Your* behalf to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by *You*; but this exclusion however, shall not apply to *Your* liability for loss of use of other tangible property resulting from sudden and accidental physical loss, destruction of or damage to any *Products* or work performed by *You* or on *Your* behalf after such *Products* or work have been put to use by any person or organisation other than *You*;

16. **medical expenses**

any payment of medical expenses in respect of the rendering of a professional service which Evari's Underwriters are legally prohibited from paying. Medical expenses and professional service shall have the same meaning at the meaning of these terms in s126 of the Health Insurance Act 1973.

17. **molestation**

the molestation of, the interference with, the mental abuse or the physical abuse of any person by *You* or an *Employee*;

18. **Physical Loss, Destruction or Damage to property owned by You**

for property damage to property owned by *You*;

19. **Pollution**

- a. for *Personal Injury* and/or property damage directly or indirectly arising out of *Pollution*;
- b. for any costs and expenses incurred in preventing the *Pollution* of, or, testing and monitoring for, containing, removing, nullifying, or cleaning up of, *Pollutants* or contaminants;

20. **Product guarantee**

for any *Product* warranty or guarantee given by *You* or on *Your* behalf, but this exclusion shall not apply to any warranty or guarantee imposed on *You* by Commonwealth or State legislation governing *Product* safety and information;

21. **Product recall**

for damages, costs or expenses arising out of the withdrawal, transport, recall, inspection, testing, repair, reconditioning, modification, re-installation, replacement or loss of use of any *Products* where such *Products* are withdrawn or recalled from the market or from use by any person or organisation because of any known, alleged or suspected defect or deficiency in such *Product*;

22. **silica**

silica in whatever form or quantity;

23. **Vehicles**

the ownership, possession, operation or use by *You* of any *Vehicle*:

- a. which is registered or which is required under any legislation to be registered; or

- b. for which compulsory liability insurance or statutory indemnity is required by virtue of legislation (whether or not that insurance is effected),

Exclusion a. above will not apply to the cover for the loading or unloading of registered vehicles in the legal liability section of the policy.

24. **weakening of support**

arising directly or indirectly out of or in any way connected with vibration, subsidence, underpinning, dewatering or removal or weakening of and/or interference with support to land, *Buildings* or any other property unless such works are conducted under the supervision of a qualified engineer;

25. **tree felling**

arising directly or indirectly out of or in any way connected with tree felling, or lopping by *You* or on *Your* behalf where the tree exceeds 3.5 metres in height;

26. **welding and allied processes**

arising directly or indirectly out of or in any way connected with, *You* or other persons working on *Your* behalf not having complied with the Australian Standard 1674.1-1997 "Safety in welding and allied processes - Fire precautions" as set out in the Standard or as amended when involved in welding, thermal or oxygen cutting or heating or other related heat producing or spark producing operations;

27. **excavation and underground**

any underground works including digging, excavating, piling, trenching beyond 3.5 metres in depth, and any underground works where *You* and *Your Employees* failed to comply with the relevant regulations and Australian Standards in carrying out this work, including making all searches of underground services before undertaking any underground works.

Definitions

The following definitions apply to all sections of the policy, unless stated otherwise.

1. **Attachment** means any device attachable to or detachable from the *Mobile Plant* that, when attached is intended to enable the *Mobile Plant* to perform additional functions or increase its operational capacity.
2. **Building(s)** means:
 - a. walls, foundations, storage tanks, awnings, exterior lights, masts, antennas and aerials, fixed external signs, walls, gates, fencing, pavements, roads and other structural improvements pertaining to the *Building(s)*; or
 - b. sheds with a concrete floor and fixed to foundations at the premises; or
 - c. static shipping containers on land in which the *Stock Your* business distributes is delivered to *Your* premises and from which merchandise is either being loaded into, unloaded from or stored in before dispatch, provided the container doors are secured when unattended with padlocks with a security rating under AS 4145.4 (or any subsequent amendment) of between 7 and 10.
3. **Business Activities** means the principal activities declared when *You* applied to take out this insurance, which were limited to the activities of *Your business activity*.
4. **Dry Hire** means the hiring out of *Mobile Plant* without a driver or operator.
5. **Employee** and **Employees'** means a person employed by *You* on a full time, part time, fixed term contract or casual basis under a contract of service, or who is pursuant to any statute relating to workers' compensation deemed to be *Your* employee.
6. **Employment Practices** means any employment related act, error, omission or conduct constituting actual, constructive or alleged: wrongful dismissal, discharge or termination of employment; wrongful failure to employ or promote; wrongful deprivation of career opportunity; misleading representation or advertising in respect of employment; wrongful

disciplinary action; negligent *Employee* evaluation; wrongful demotion; breach of employment contract; sexual or workplace harassment (including the creation of a workplace environment conducive to such harassment); wrongful discrimination; failure to grant tenure; invasion of privacy, breach of privacy obligations or defamation.

7. **Evari Asset Vault** means the repository in *Your* Evari policy dashboard where *You* can record and maintain details of *Your Tools of Trade, Trailers, and Mobile Plant*.
8. **Excess** means the amount *You* must contribute towards the cost of any claim *You* make.
9. **Flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of:
 - a. any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or
 - b. any reservoir, canal, or dam.
10.
 - a. **Limit(s)** for the Tools of Trade section of the policy, the amount specified in this policy document which is the maximum amount *You* are covered up to in the aggregate for the Period of Insurance.
 - b. **Limit(s)** for the Legal Liability section of the policy means the amount specified in this policy document which is the maximum amount *You* are covered up to for any one loss, and in the aggregate for the Period of Insurance.
11. **Mobile Plant** means a self-propelled vehicle or machine weighing less than 1.5 tonnes which is not normally registered for on road use and is used for excavating, digging, grading, drilling, lifting, pumping, loading and unloading, vacuuming or other mechanical work and which:
 - a. *You* own or which *You* hire, lease, or borrow; and
 - b. *You* use for *Your* trade or profession; and
 - c. which is recorded in the *Evari Asset Vault*.

Mobile Plant includes the equipment, accessories, tools and spare parts supplied as standard inclusions with the *Mobile Plant* when new which are not otherwise *Tools of Trade*. *Mobile Plant* does not include any *Attachments*, unless the *Attachment* is recorded in the *Evari Asset Vault*.
12. **Occurrence** means:
 - a. for the Tools of Trade Section of the policy, an event including continuous and repeated exposure to substantially the same general conditions. All events of a series consequent upon or attributable to one source or original cause shall be deemed to be one occurrence.
 - b. for the Legal Liability section of the policy, an accidental event, or series of accidental events attributable to the same, or substantially the same, original cause or source, and includes continuous or repeated exposure to the same injurious or harmful condition.
13. **Pause Period(s)** means the period(s) of time between dates, which *You* have specified, where *Your* cover for Legal Liability shall temporarily not apply. For the avoidance of doubt, *You* are not entitled to make a claim for an *Occurrence* which occurs as a consequence of work performed by *You* during a specified *Pause Period*. *You* can schedule *Pause Periods* in advance, alter or cancel them through the Evari Dashboard.
14. **Personal Injury** means injury occurring to any natural person causing death, bodily injury, sickness, disease, disability, shock, fright, mental anguish and mental injury.
15. **Physical Loss, Destruction or Damage** means one incident or all incidents of a series consequent on, or attributable to, one source or original cause that results in distinct, demonstrable, physical alteration of tangible property causing it to become unsatisfactory for future use or requiring that repairs be made to make it suitable for use.

16. **Portable Electronic Devices** means a portable lightweight electronic device less than 4 kilograms that is battery-powered and capable of voice or data communications - including but not limited to smartphones, tablets, or laptops.
17. **Product** and **Products** mean anything (after it has ceased to be in *Your* physical possession or under *Your* control) manufactured or deemed to have been manufactured, constructed, grown, extracted, produced, processed, assembled, erected, installed, repaired, serviced, treated, sold, supplied (including services) or distributed by *You* including any container (other than a *Vehicle*) and including any instructions, advice or warnings given or omitted to be given by *You* in connection with such *Products*.
18. **Professional Fees** means accountant, registered tax agent or lawyer fees and costs reasonably and necessarily incurred by *You* to prepare for the tax audit. Other amounts paid to other professional persons, consultants, and *Your Employees'* salaries are not covered unless expressly agreed in writing by Evari's Underwriters.
19. **Pollutants** means any solid, liquid, gaseous or thermal irritants or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
20. **Pollution** means the dispersal, release, seepage, contaminants, migration or escape of *Pollutants* into or upon land, the atmosphere or any watercourse or body of water.
21. **Securely Locked Vehicle** means a registered vehicle and any components it may be towing, where all external entries to the vehicle's cabin and storage areas and any components it may be towing, are locked, alarmed and/or sealed from unauthorised access.
22. **Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
23. **Third Party Property Damage** means physical injury to or loss or destruction of tangible property including physical loss of use of that property.
24. **Tools Of Trade** means:
 - a. instruments, tools, plant and equipment that *You* own and that *You* use for *Your* trade or profession; and
 - b. instruments, tools, plant and equipment that *You* hire, lease, rent or borrow and that *You* use for *Your* trade or profession, but only if they are recorded in the *Evari Asset Vault*.

Tools of Trade will not include *Portable Electronic Devices*, *Mobile Plant*, motor vehicles, caravans, *Trailers*, watercraft, aircraft or aerial devices and the accessories of any of these (whether fitted or not), stock in trade or raw materials of any kind.

25. **Trailer** means any trailer and its permanently attached accessories that:
 - a. *You* own or which *You* hire, lease, or borrow; and
 - b. that *You* use for *Your* trade or profession for the purpose of storing or transporting *Your Tools of Trade* or *Mobile Plant*; and
 - c. which is recorded in the *Evari Asset Vault*.

Trailer will not include caravans of any type or a motor vehicle.

26. **Vehicles** means any type of machine on wheels or on self-laid tracks made or intended to be propelled other than by manual power and any components made or intended to be drawn by, or attached to, any such machine including but not limited to trailers and caravans.
27. **Wear and Tear** means corrosion, erosion, wasting, wearing away, abrasion or other gradual deterioration including that caused by atmospheric conditions and includes the cost of maintenance, normal upkeep and routine making good.

28. **Workers Compensation Insurer** means each insurer, statutory authority, statutory fund, government body or statutory scheme that insures *You* for legal liability to pay compensation for personal injury suffered by *Employees* and/or insures *You* for *Your* liability under any legislation relating to compensation for injury to workers or *Employees*.
29. **You** and **Your** mean *Your business name*, the person(s), corporations and/or other organisations specified in this document who conduct the *Business Activities*.

SAMPLE POLICY