

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 have **not** suffered bankruptcy or been convicted of a criminal offence in the past 7 years
I have **not** been declined a claim as a result of insurance fraud in the past 7 years
I have **not** had more than 3 claims in the last 3 years
I have **not** had claims of 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. 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* Evary account at app.evary.insure/dashboard to update any changed details and amend *Your* existing policy, specify *Pause Periods* or purchase an alternative policy.

About Evary

Evary Insure Pty Ltd (Evary) 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:

Evvari 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.evari.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

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.

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

8. **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.
9. **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.
10. **the non-payment of premium instalments** - if any premium instalment payment remains unpaid for a period of 14 days or more, Evari's Underwriters can refuse to pay a claim.
11. **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.

12. **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.
13. **any payment reminder** - any payment reminder Evapi sends *You* does not change the expiry of the Period of Insurance or the due date of payment of premium unless Evapi tells *You* otherwise.

Cancelling this policy

14. **You may cancel Your Policy by** simply accessing *Your* Evapi account at app.evapi.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 Evapi 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

15. **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 Evapi'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

16. **claims arising from a single cause or event** shall all be considered as one loss for the purpose of this Policy.

When a claim happens please consider

17. **admission of liability** - *You* must not make an admission of liability, negotiate a payment or settle a demand or proceedings without Evapi's Underwriters consent.
18. **subrogation** - if *You* make a claim which involves a third party, then Evapi's Underwriters have the right to undertake in *Your* name and bring a proceeding, action or claim and act on *Your* behalf to attempt to make recoveries from a third party. Evapi's Underwriters have the right to recover 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.

19. **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.
20. **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.
21. **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

22. **interested parties** - *You* must access *Your* Evari account at app.evaresure.com/dashboard/policies and update *Your* details if *You* wish to note the interest of any parties (e.g. financiers or lessors) on any section of this policy.
23. **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.evaresure.com/contact.
24. **other alterations** - *You* must notify Evari immediately of any alteration to the risk by either managing *Your* account at app.evaresure.com/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

25. **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 app.evaresure.com/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

26. *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, 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

27. 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

28. 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:

29. 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:

30. **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.

31. **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.
32. **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:
- due to the application of an *Excess*; and/or
 - 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.
33. **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:
- 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;
 - may at any time pay to *You*, in respect of all claims against *You* arising directly or indirectly from one source or original cause:
 - 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
 - any lesser sum for which the claim(s) can be settled;
 - 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:
 - 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
 - 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:

- 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;
- any act of *Terrorism*;
- the action of water from the sea or tidal or tsunami;
- any nuclear, radioactive, biological or chemical material;
- Pollutants* that discharge or escape from property either occupied or managed by *You*;
- vermin, animals or insects;
- losses resulting from lack of reasonable care and maintenance;

8. any legal liability of any nature, except as covered under the Legal Liability section of this policy;
9. delay, lack of performance, loss of contract or depreciation in the value of any property or land;
10. any loss of use or consequential loss of any kind;
11. 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;
12. intentional acts by *You* or any other person with *Your* knowledge and consent and which *You* were capable of preventing.

Legal liability

You have selected to be covered for work performed by *You*, other than work performed by *You* 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 to indemnify *You* for amounts *You* may become legally liable to pay as compensation, and provide prior written consent to defend or settle the amounts *You* become legally liable to pay, *You* are also covered for the reasonable legal costs *You* incur;
2. **Property in *Your* physical or legal control** - *You* are covered up to a *Limit* of **\$250,000** in the aggregate for the Period of Insurance for *Physical Loss, Destruction or Damage* to property not owned by *You*, but considered to be under *Your* 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. motor vehicles in a car park if the car park is owned or operated by *You* for reward, unless *You* are a hospitality business and *You* normally provide a car parking service for *Your* customers;
 - d. *Building(s)* that *You* have hired, leased or rented under a separate agreement;

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;
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;
 - 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* or loss or damage to *Products* 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**
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. **breach of professional duty**
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 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;
 - 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. 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;
- b. assumed 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. disciplinary and other actions

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

10. employers liability

employers liability 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 demands or proceedings for *Employment Practices*;

11. 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*;

12. fines and penalties

fines, penalties, punitive, exemplary or aggravated damages;

13. information technology hazards

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from:

- a. *Your* internet operations; or
- b. property damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
 - i. the use of any computer hardware or software;
 - ii. the provision of computer or telecommunication services by *You* or on *Your* behalf; or
 - iii. the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any *Computer Virus*.

However, this Exclusion does not apply to:

- i. *Personal Injury*, property damage or advertising liability arising out of any material which is already in print by the manufacturer in support of any of its *Products*, including but not limited to *Product* use and safety instructions or warnings, and which is also reproduced on its site; or
- ii. liability which arises irrespective of the involvement of *Your* internet operations;

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. 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;

17. Product guarantee

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

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

for property damage to property owned by *You*;

19. **Product recall**

for damages, costs or expenses arising out of the withdrawal, recall, inspection, repair, transport, testing, 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*;

20. **Vehicles**

the ownership, possession 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),

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, Evaryl's Underwriters will reimburse the costs of any *Professional Fees* incurred by *You* with Evaryl's Underwriters consent directly in connection with the tax audit providing the tax audit is notified to Evaryl 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.

Definitions

1. **Building(s)** means:
 - a. walls, foundations, storage tanks, awnings, exterior lights, masts, antennae 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. shipping containers 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.
2. **Business Activities** means the principal activities declared when *You* applied to take out this insurance, which were limited to the activities of *Your the profession shown in the 'what you told us' section of this policy*.
3. **Electronic Data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of such equipment.
4. **Employee and Employees** mean a person employed by *You* on a full time, part-time, fixed term contract or casual basis under a contract of service.
5. **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.
6. **Excess** means the amount *You* must contribute towards the cost of any claim *You* make.
7. **Limit(s)** means the maximum amount *You* are covered up to for any one loss, and in the aggregate.
8. **Occurrence** means 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.
9. **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 event which occurs during the *Pause Period*. *You* can schedule *Pause Period's* in advance, alter or cancel them through the Evari Dashboard.
10. **Personal Injury** means injury occurring to any natural person causing death, bodily injury, sickness, disease, disability, shock, fright, mental anguish and mental injury.
11. **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.

12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **Third Party Property Damage** means physical injury to or loss or destruction of tangible property including loss of use of that property.
18. **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.
19. **You** and **Your** mean *Your business name*, the person(s), corporations and/or other organisations specified in this document who conduct the *Business Activities*.