

Engineering Plant Business Interruption Insurance Policy



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Attached to inside back cover.

Introduction

Provided You pay to Us the premium shown in the Schedule for the Period of Insurance and the premium as advised by Us as applying to any subsequent period, We will provide insurance against the risks described in each Section of the Policy subject to the terms, Conditions, Exclusions and Endorsements of this Policy.

Important notices affecting this policy

1. Your duty of disclosure

Before You enter into a contract of general insurance with Us, You have a duty, under the Insurance Contracts Act 1984, to disclose to Us every matter, including claims, that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of insurance and, if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance. Your duty however does not require disclosure of any matter:

- (a) that diminishes the risk to be undertaken by Us;
- (b) that is of common knowledge;
- (c) that We know or, in the ordinary course of Our Business ought to know;
- (d) in respect of which We have waived Your duty.

Non-disclosure

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim or may cancel the contract.

If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

2. Interested parties

Subject to the Insurance Contracts Act 1984 (Cth), We will not insure the interests of any person except for those interests that are stated in this Policy, unless You have notified Us in writing of such interest, and the interest has been noted in the Schedule.

3. Payment of premium

The premium is the amount You pay to obtain insurance cover. Your Schedule shows the amount of premium. You must pay the premium including any amounts for or on account of charges or taxes shown on Your Schedule.

4. Privacy statement

AAI Limited trading as Vero Insurance is the insurer and issuer of your commercial insurance product, and is a member of the Suncorp Group, which we'll refer to simply as "the Group".

Why do we collect personal information?

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable. We collect personal information so that we can:

- ▼ identify you and conduct appropriate checks;
- ▼ understand your requirements and provide you with a product or service;
- ▼ set up, administer and manage our products and services and systems, including the management and administration of underwriting and claims;
- ▼ assess and investigate any claims you make under one or more of our products;
- ▼ manage, train and develop our employees and representatives;
- ▼ manage complaints and disputes, and report to dispute resolution bodies; and
- ▼ get a better understanding of you, your needs, your behaviours and how you interact with us, so we can engage in product and service research, development and business strategy including managing the delivery of our services and products via the ways we communicate with you.

What happens if you don't give us your personal information?

If we ask for your personal information and you don't give it to us, we may not be able to provide you with any, some, or all of the features of our products or services.

How we handle your personal information

We collect your personal information directly from you and, in some cases, from other people or organisations. We also provide your personal information to other related companies in the Group, and they may disclose or use your personal information for the purposes described in 'Why do we collect personal information?' in relation to products and services they may provide to you. They may also use your personal information to help them provide products and services to other customers, but they'll never disclose your personal information to another customer without your consent.

Under various laws we will be (or may be) authorised or required to collect your personal information. These laws include the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Personal Property Securities Act 2009, Corporations Act 2001, Autonomous Sanctions Act 2011, Income Tax Assessment Act 1997, Income Tax Assessment Act 1936, Income Tax Regulations 1936, Tax Administration Act 1953, Tax Administration Regulations 1976, A New Tax System (Goods and Services Tax) Act 1999 and the Australian Securities and Investments Commission Act 2001, as those laws are amended and includes any associated regulations.

We will use and disclose your personal information for the purposes we collected it as well as purposes that are related, where you would reasonably expect us to. We may disclose your personal information to and/or collect your personal information from:

- ▼ other companies within the Group and other trading divisions or departments within the same company (please see our Group Privacy Policy for a list of brands/companies);
- ▼ any of our Group joint ventures where authorised or required;
- ▼ customer, product, business or strategic research and development organisations;
- ▼ data warehouse, strategic learning organisations, data partners, analytic consultants;
- ▼ social media and other virtual communities and networks where people create, share or exchange information;
- ▼ publicly available sources of information;
- ▼ clubs, associations, member loyalty or rewards programs and other industry relevant organisations;
- ▼ a third party that we've contracted to provide financial services, financial products or administrative services – for example:
 - ▼ information technology providers,
 - ▼ administration or business management services, consultancy firms, auditors and business management consultants,
 - ▼ marketing agencies and other marketing service providers,
 - ▼ claims management service providers
 - ▼ print/mail/digital service providers, and
 - ▼ imaging and document management services;
- ▼ any intermediaries, including your agent, adviser, a broker, representative or person acting on your behalf, other Australian Financial Services Licensee or our authorised representatives, advisers and our agents;
- ▼ a third party claimant or witnesses in a claim;
- ▼ accounting or finance professionals and advisers;
- ▼ government, statutory or regulatory bodies and enforcement bodies;
- ▼ policy or product holders or others who are authorised or noted on the policy as having a legal interest, including where you are an insured person but not the policy or product holder;

- ▼ in the case of a relationship with a corporate partner such as a bank or a credit union, the corporate partner and any new incoming insurer;
- ▼ the Financial Ombudsman Service or any other external dispute resolution body;
- ▼ credit reporting agencies;
- ▼ other insurers, reinsurers, insurance investigators and claims or insurance reference services, loss assessors, financiers;
- ▼ legal and any other professional advisers or consultants;
- ▼ hospitals and, medical, health or wellbeing professionals;
- ▼ debt collection agencies;
- ▼ any other organisation or person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them, eg your mother.

We'll use a variety of methods to collect your personal information from, and disclose your personal information to, these persons or organisations, including written forms, telephone calls and via electronic delivery. We may collect and disclose your personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

Overseas Disclosure

Sometimes, we need to provide your personal information to – or get personal information about you from – persons or organisations located overseas, for the same purposes as in 'Why do we collect personal information?'

The complete list of countries is contained in our Group Privacy Policy, which can be accessed at www.vero.com.au/privacy, or you can call us for a copy.

From time to time, we may need to disclose your personal information to, and collect your personal information from, other countries not on this list. Nevertheless, we will always disclose and collect your personal information in accordance with privacy laws.

How to access and correct your personal information or make a complaint

You have the right to access and correct your personal information held by us and you can find information about how to do this in the Suncorp Group Privacy Policy.

The Policy also includes information about how you can complain about a breach of the Australian Privacy Principles and how we'll deal with such a complaint. You can get a copy of the Suncorp Group Privacy Policy. Please use the contact details in **Contact Us**.

Contact us

For more information about our privacy practices including accessing or correcting your personal information, making a complaint, or obtaining a list of overseas countries you can:

- ▼ Visit www.vero.com.au/privacy.
- ▼ Speak to us directly by phoning one of our Sales & Service Consultants on: 1300 888 073 or by
- ▼ Email us at claims@vero.com.au

5. General Insurance Code of Practice

We adopt the General Insurance Code of Practice developed by the Insurance Council of Australia. The Code is designed to promote good relations and good insurance practice between insurers, intermediaries and consumers. The Code sets out what We must do when dealing with You. Please contact Us if You want more information about this Code.

6. Our complaints handling procedure

Resolving Your complaints

If You think We have let You down in any way, or Our service is not what You expect (even if through one of Our agents or representatives), please tell Us so We can help. You can tell Us by phone, in writing or in person. Should You tell Us in writing it will help to send Us the full details of Your complaint together with any supporting documents and an explanation of what You want Us to do. If You would like to come in to talk to Us face to face, please call and We will arrange an appointment for a meeting.

What We will do to resolve Your complaint

When You first let Us know about Your complaint or concern the person trying to resolve Your complaint will listen to You, consider the facts and contact You to resolve Your complaint as soon as possible, usually within 24 hours. If You are not satisfied with this person's decision on Your complaint, then it will be referred to Our relevant Operational Manager, who will contact You within 5 working days. Should You not be satisfied with the Operational Manager's decision, then it will be referred to Our General Manager (or their delegate). We will send You Our final decision within 15 working days from the date You first made Your complaint.

What if You are not satisfied with Our final decision?

We expect Our procedures will deal fairly and promptly with Your complaint. However if You are not satisfied with Our final decision there are external dispute remedies such as mediation, arbitration or legal action that You may pursue.

7. How to make a claim

If You need to make a claim against this Policy, please refer to Section F, Condition 5.

8. Goods and Services Tax

As part of the premium, We will charge You an amount on account of GST.

You must inform Us of the extent to which You are entitled to an input tax credit for that GST amount each time that You make a claim under this Policy. No payment will be made to You for any GST liability that You may acquire on the settlement of a claim if You do not inform Us of Your entitlement or correct entitlement to an input tax credit.

Despite the other provisions of this insurance (including provisions in the Policy Wording, any Schedule and any Endorsement), Our liability to You will be calculated taking into account:

- (a) any input tax credit to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition; and
- (b) (also for claims for Interruption Insurance only) the GST exclusive amount of any supply made by Your Business which is relevant to Your claim.

If Your Limit of Liability or Policy limit is not sufficient to cover Your loss, We will only pay GST (less any relevant input tax credit) that relates to Our proportion of Your loss. We will pay that GST amount in addition to Your Limit of Liability or Policy limit.

"GST", "input tax credit", "acquisition" and "supply" have the meaning given in the "A New Tax System (Goods and Services Tax) Act 1999".

Operative clauses

Subject to the payment of premium, We agree that if during the Period of Insurance any Plant described in the Plant Schedule and used by You at the Premises for the purpose of The Business suffers Insured Damage and the Business carried on by You at the Premises is solely as a result of the Insured Damaged interrupted or interfered with, We will Indemnify You with respect to the amount of loss resulting from that interruption or interference in accordance with the provisions contained in this Policy and subject to the terms, conditions and exceptions which are set out. Provided that our liability shall not exceed the Limit of Indemnity set against each item in the Policy Schedule.

This Policy and Schedules shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedules shall bear that meaning wherever it may appear.

Policy definitions

For the purpose of this policy the following definitions apply:

You, Your means the Insured named in the Schedule.

We, Us, Our means the Insurer named in the Schedule.

Insured Damage means any sudden unforeseen physical loss or damage, which may include but is not limited to the actual breaking, seizing, deformation, burning out or explosion of any part of the Plant, sufficient to prevent the Plant undertaking its normal operation and necessitating repair or replacement before normal operation can be resumed and which occurs during the Period of Insurance, and which gives rise to a claim which is admitted under Your Engineering Plant Insurance Policy specified in the Policy Schedule, or would be admitted but for the application of any deductible.

Gross Profit is the amount by which:

- (a) the sum of the Turnover and the amount of the closing stock shall exceed
- (b) the sum of the amount of the opening stock and the amount of the Uninsured Working Expenses as specified in the Policy Schedule.

Note:

The amount of the opening and closing stock shall be arrived at in accordance with Your accounting procedures after making due allowances for depreciation.

Turnover is the money (less any discounts allowed) which is paid or payable to You for goods sold and delivered and for services rendered in the course of carrying on The Business at The Premises.

Payroll means the remuneration (including but not limited to payroll tax, fringe benefits tax, sick pay, accident compensation levies, bonuses, holiday pay, workers compensation insurance premiums, superannuation and pension fund contributions and the like) paid to or on behalf of all employees employed in The Business.

Rate of Gross Profit is the Rate of Gross Profit earned on the Turnover during the financial year immediately before the occurrence of the Insured Damage.

Annual Turnover is the Turnover during the twelve months immediately before the occurrence of the Insured Damage.

Standard Turnover is the Turnover during that period in the twelve months immediately before the occurrence of the Insured Damage which corresponds with the Indemnity Period.

Rate of Payroll is the Rate of Payroll to Turnover during the financial year immediately before the occurrence of the Insured Damage.

Note:

There shall be made adjustments to the Rate of Gross Profit, Annual Turnover, Standard Turnover and Rate of Payroll as may be necessary to provide for the trend of The Business and for variations in or special circumstances affecting The Business either before or after the occurrence of the Insured Damage or which would have affected The Business had the Insured Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be practicable the results which but for the Insured Damage would have been obtained during the relevant period after that date.

Indemnity Period is the period beginning with the occurrence of Insured Damage and ending not later than the number of months specified in the Policy Schedule during which the results of The Business shall have been affected as a result solely and directly of the Insured Damage.

Time Deductible is the period beginning with the occurrence of the Insured Damage and ending not later than the period specified in The Policy Schedule. You are not insured for any loss arising out of an interruption during this period.

Dollar Deductible We will first subtract the deductible shown in the Policy Schedule from the amount we would otherwise pay. We will then pay to You the amount of loss or expense in excess of the deductible up to the applicable limit of loss.

Uninsured Working Expenses means:

1. all purchases (less any discounts received)
2. discounts allowed
3. bad debts
4. carriage, packing and freight
5. other Uninsured Working Expenses as specified in the Policy Schedule.

Situation means the Situation(s) specified in the Policy Schedule at which the Insured Plant is Located.

Period of Insurance is the period referred to in the Policy Schedule.

Schedule means the Schedule(s) attached to this policy or any later Schedule issued on renewal or variation or by way of endorsement.

The Business means The Business as specified in the Schedule carried on by You at the Premises at the commencement of the Period of Insurance.

Premises means the Situation specified in the Schedule.

Basis of claims settlement

Item No. 1 – Gross profit

The Insurance provided by this Item is limited to the loss of Gross Profit due to (a) REDUCTION IN TURNOVER and (b) INCREASE IN COST OF WORKING and the amount payable shall be:

- (a) in respect of reduction in Turnover – the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the Insured Damage fall short of the Standard Turnover;
- (b) in respect of Increase in Cost of Working – the additional expenditure (subject to the provisions of memo 3) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Insured Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided;

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of The Business payable out of Gross Profit as may cease or be reduced in consequence of the Insured Damage.

Provided that if the Limit of Indemnity provided by this item is less than the sum produced by applying the rate of Gross Profit to the Annual Turnover, (or its proportionately increased multiple thereof, where the Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

Item No. 2 – Fees

The Insurance provided by this item is to cover such reasonable professional fees as may be payable by You and such other reasonable expenses necessarily incurred by You, for preparation of claims under this Policy.

Item No. 3 – Payroll (Dual basis)

The Insurance under this Item is limited to loss in respect of Payroll and the amount payable as Indemnity shall be

(a) In respect of Reduction of Turnover

- (i) during the portion of the Indemnity Period beginning with the occurrence of the Insured Damage and ending not later than the number of weeks thereafter specified in the Policy Schedule, the sum produced by applying the Rate of Payroll to the Shortage in Turnover during that portion of the Indemnity Period less any saving during the said portion of the Indemnity Period through reduction in the amount of Payroll paid in consequence of the Insured Damage.
- (ii) during the remaining portion of the Indemnity Period the sum produced by applying the Rate of Payroll to the Shortage in Turnover during that remaining portion of the Indemnity Period less any saving during that period through reduction in the amount of Payroll paid but not exceeding the sum produced by applying the percentage of the Rate of Payroll specified in the Policy Schedule to the Shortage in Turnover during the said remaining portion of the Indemnity Period, increased by such amount as is deducted for savings under the terms of Clause (i).

NOTE: CONSOLIDATION

At Your option the number of weeks referred to in Clause (a) (i) above may be increased to the number of weeks specified in the Policy Schedule under the heading Consolidation Period provided that the amount arrived at under the provisions of Clause (a) (ii) shall not exceed such amount as is deducted under Clause (a) (i) for savings effected during the said increased number of weeks.

(b) In respect of Increase Cost of Working

so much of the additional expenditure described in Clause (b) of Item 1 as exceeds the amount payable thereunder but not more than the additional amount which would have been payable in respect of Reduction in Turnover under the provisions of Clauses (a) (i) and (ii) of this Item had such expenditure not been incurred.

Provided that if the Limit of Indemnity by this item is less than the sum produced by applying the Rate of Payroll to the Annual Turnover, (or its proportionately increased multiple thereof, where the Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

Item No. 4 – Payroll (Period basis)

The Insurance under this Item is limited to loss in respect of Payroll for the period beginning with the occurrence of the Insured Damage and ending not later than the number of weeks thereafter specified in the Policy Schedule.

The Indemnity under this Item shall be the actual amount which You shall pay as Payroll for such period to employees whose services cannot in consequence of the Insured Damage be utilised by You at all and an equitable part of the Payroll paid for such period to employees whose services cannot in consequence of the Insured Damage be utilised by You to the full.

Provided that if the Limit of Indemnity by this item be less than the aggregate amount of the Payroll that would have been paid during the same number of weeks (specified in the Policy Schedule) immediately following the occurrence of the Insured Damage had the Insured Damage not occurred, the amount payable shall be proportionately reduced.

Item No. 5 – Additional expenditure

The Insurance under this Item is limited to such further additional expenditure beyond that recoverable under Clause (b) of Item Nos. 1 and 3 as You shall necessarily and reasonably incur during the Indemnity Period in consequence of the Insured Damage for the purpose of avoiding or diminishing the reduction in turnover and/or resuming or maintaining the Business.

Policy provisions

Memo 1 – Benefits from other premises

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at The Premises for the benefit of The Business either by You or by others on Your behalf the money paid or payable in respect of such sales or services shall be brought into the account in arriving at the Turnover during the Indemnity Period.

Memo 2 – Return premium

In the event of the Gross Profit earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds twelve months) during the financial year most nearly concurrent with any Period of Insurance as certified by Your auditors being less than the Limit of Indemnity thereon a pro rata return of premium not exceeding fifty per cent (50%) of the premium paid on such Limit of Indemnity for such Period of Insurance will be made in respect of the difference. If any Insured Damage shall have occurred, giving rise to a claim under this Policy, such return shall be made in respect only of so much of the said difference as is not due to such Insured Damage.

Memo 3 – Uninsured working expenses

If any fixed costs and expenses of The Business be not insured by the Policy (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder as Increase in Cost of Working that proportion only of the additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the Uninsured fixed costs and expenses.

Memo 4 – Reinstatement of sum insured

In the event of any claim having occurred under this Policy and in the absence of written notice by the Insured to the contrary, the amount of insurance cancelled by such claim is to be automatically reinstated as and from the date of the damage, the insured undertaking to pay the appropriate additional premium as may be required for such reinstatement from that date.

Memo 5 – Overhauls

In calculating the loss, due allowance shall be made for the time spent on any overhauls, inspections or modifications carried out during any period of interruption.

Policy exclusions

This Policy does not cover loss resulting directly or indirectly from:

1. war and riot risks, including any consequence whether direct or indirect of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot, strike, lock-out or civil commotion, looting, sacking or pillaging following the same or resulting from confiscation, nationalisation, requisition or damage to property by or under the order of any Government or Public or Local Authority;
2. nuclear risks, being loss or destruction of or damage to any property or any legal liability of any nature directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel, nuclear weapons material or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exception only, combustion shall include any self-sustaining process of nuclear fission;
3. any restrictions on reconstruction or operation imposed by any public authority;
4. the Insured not having at his disposal in good time sufficient capital for repairing or replacing destroyed or damaged machinery;
5. loss of or damage to machinery, mechanical installations and their additional installations or other items which are not listed in the list of machinery and plant insured, even if loss or damage is in consequence of Insured Damage to an item specified in the Plant Schedule;
6. loss of Business due to causes such as suspension, lapse or cancellation of a lease, licence or order, etc. which occurs after the date when the machinery affected by an Insured Damage is again in operating condition and the Business could have been resumed, if said lease, licence or order, etc. had not lapsed or had not been suspended or cancelled.

General policy conditions

1. Plant insurance

No cover is granted under this Policy unless at the time of the occurrence of the Insured Damage You shall have in force Insurance covering damage to the Plant and payment shall have been made or liability admitted under that Insurance.

2. Alterations to the business

All cover under this Policy will terminate if:

- (a) the business is wound up or carried on by a liquidator or receiver or permanently discontinued, or
- (b) Your interest in The Business ceases otherwise than by Your death, or
- (c) any alteration is made in The Business or in the Premises or the property contained in the Premises which increases the risk of Insured Damage occurring.

unless We agree otherwise in writing.

3. Claims

On the happening of any event which might give rise to a claim under this Policy:

- (a) You shall forthwith give notice in writing to Us;
- (b) You shall with due diligence do and agree to do and allow to be done all things which may be reasonably practicable to minimise or arrest any interruption or interference with The Business, or to avoid or lessen the loss;
- (c) in the event of a claim being made under this Policy You shall not later than thirty days after the expiry of The Indemnity Period or within such further time as We may allow in writing and at Your expense deliver to Us a statement setting forth particulars of Your claim together with details of all other insurances covering the Insured Damage or any part of it or any other loss of any kind resulting from that damage.

4. Proof of loss

You shall at Your own expense produce and furnish to Us such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as We may reasonably require to allow Us to investigate or verify any claim and if required by Us verified on oath.

5. Subrogation

Any person claiming under this Policy shall at Our request and expense do and agree to do and allow to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon Our paying for or making good any loss under this Policy.

6. Cancellation

This Policy may be cancelled at any time at Your request in which case We will retain the customary short-period rate for the time this Policy has been in force. We may cancel this Policy on any of the grounds set out in Section 60 of the Insurance Contracts Act 1984 by giving written notice of the proposed cancellation to You either personally or by post to Your last known address. Such notice of cancellation will take effect at the earlier of the following times:

- (a) the time when another contract of Insurance between You and Us or some other insurer, being a contract that is intended by You to replace this Policy, is entered into, or
- (b) 4.00 pm on the third business day after the day on which notice was given to You.

In the event that We cancel this Policy, We will repay a rateable proportion of the premium for the unexpired Period of Insurance from the date of cancellation.

3. Examinations

You shall permit Us and Our authorised representatives to inspect the Plant at all reasonable times during the Period of Insurance. You shall have the Plant properly prepared at Your own expense for such inspection. An inspection by Us shall not warrant or represent that the item of Plant is safe or conforms to any statutory requirement or standard.

4. Business discontinued

No moneys will be payable under this Policy from the time You determine not to continue The Business or from the time You conduct Yourself whether by act or omission in such a manner as to be incompatible with an intention to continue The Business.

5. Progress payments

Provided that liability has been admitted, progress payments on account of any claim may be made to The Insured at such intervals and for such amounts as We may determine. Any such payments shall be deducted from the amount finally payable upon adjustment of the claim.

6. Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy, or if any loss, destruction or damage is occasioned by Your wilful act or connivance, We shall without prejudice to any other right that We may have under this Policy be entitled to refuse to pay the claim.

Policy schedules

See inside back cover for attached documents:

- ▼ Policy Schedules.

Contacts

New South Wales and ACT

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