



## Summary of Changes

This document outlines some of the changes that have been applied to the Hollard Select Business Package PDS, Policy Wordings and Policy Certificates for new business and renewals effective 1 January 2022.

This information is a reference guide only and is not a substitute for the policy itself. Please read the full policy wording for full details of coverage provided.

### HOLLARD SELECT BUSINESS INSURANCE

Change Description	Previous Version HSB BIP BI 022021	New Version HSB BI 012022
Update of the General Insurance Code Of Practice sections	<p><b>General Insurance Code of Practice</b></p> <p>Hollard is a signatory to the General Insurance Code of Practice. The objectives of this Code are to:</p> <ul style="list-style-type: none"><li>• commit us to high standards of service;</li><li>• promote better, more informed relations between us and you;</li><li>• maintain and promote trust and confidence in the general insurance industry;</li><li>• provide fair and effective mechanisms for the resolution of complaints and disputes between us and you; and</li><li>• promote continuous improvement of the general insurance industry through education and training.</li></ul> <p>You can obtain a copy of the Code from the Insurance Council of Australia website <a href="http://www.insurancecouncil.com.au">www.insurancecouncil.com.au</a> or by phoning (02) 9253 5100.</p>	<p><b>General Insurance Code of Practice</b></p> <p>Hollard is a signatory to the General Insurance Code of Practice. The objectives of this Code are to:</p> <p>commit us to high standards of service;</p> <ul style="list-style-type: none"><li>• promote better, more informed relations between us and you;</li><li>• maintain and promote trust and confidence in the general insurance industry;</li><li>• provide fair and effective mechanisms for resolving Complaints you make about us; and</li><li>• promote continuous improvement of the general insurance industry through education and training.</li></ul> <p>The Code Governance Committee (CGC) is the independent body that monitors and enforces our compliance with the Code. It also aims to drive better Code compliance, helping the insurance industry to improve its service to consumers.</p> <p>For more information about the CGC, or to obtain a copy of the Code please visit <a href="http://insurancecode.org.au">insurancecode.org.au</a> or phone (02) 9253 5100.</p>



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<p>Update of the complaints and dispute resolution process</p>	<p><b>Dispute resolution process</b></p> <p>We welcome every opportunity to resolve any concerns You may have with Our products or service. In the first instance contact Your insurance broker.</p> <p>If Your concern is still not resolved to Your satisfaction please contact:</p> <p><b>Step 1: Contact HCl by:</b></p> <p><b>Phone:</b> 1300 306 226</p> <p><b>Email:</b> feedback@hollardcommercial.com.au</p> <p><b>Mail:</b> Locked Bag 2010, St Leonards, NSW 1590</p> <p>We will address complaints in accordance with HCl's Complaints Handling Process available at <a href="http://www.hollardcommercial.com.au">www.hollardcommercial.com.au</a> and the Insurance Council of Australia's General Insurance Code of Practice.</p> <p>If HCl requires additional information they will contact You to discuss. If Your complaint is not immediately resolved HCl will respond within 15 business days of receipt of Your complaint or agree a reasonable alternative timetable with You.</p> <p><b>Step 2: Internal Dispute Resolution</b></p> <p>If You are not satisfied with HCl's response You may write to Our Internal Dispute Resolution Committee at:</p> <p><b>The Hollard Insurance Company Pty Ltd Internal Dispute Resolution Committee Locked Bag 2010, St Leonards, NSW 1590</b></p> <p><b>Phone:</b> +61 2 9253 6600</p> <p><b>Email:</b> resolution@hollard.com.au</p> <p><b>Step 3: External Dispute Resolution scheme</b></p> <p>If We are unable to resolve Your complaint within 45 days of the date We first received Your complaint or if You remain unsatisfied, You can choose to have the matter reviewed independently by the Australian Financial Complaints Authority (AFCA). Its services are free to You and as a member We agree to accept its decision where We are bound to do so. You have up to two years to contact AFCA after Our final decision.</p> <p>You can contact AFCA by:</p> <p><b>Phone:</b> 1800 931 678</p> <p><b>Email:</b> info@afca.org.au</p> <p><b>Website:</b> <a href="http://www.afca.org.au">www.afca.org.au</a></p> <p><b>Mail:</b> Australian Financial Complaints Authority GPO Box 3, Melbourne, VIC 3001</p>	<p>If You have a complaint, we are committed to working with You to resolve it as quickly as possible. If You have a complaint You can contact Your insurance broker or Us directly on:</p> <p><b>Phone:</b> 1300 368 979</p> <p><b>Email:</b> resolution@hollardcommercial.com.au</p> <p>If You contact Us directly, please provide Us with as much information as possible and we will do Our best to resolve it straight away. Where we are unable to resolve Your complaint straight away or if You are not satisfied with the response, we will refer Your complaint to Our Customer Resolution Team who will review Your complaint and provide You with a response. You will be provided with the contact details of the person looking after Your complaint and You will receive regular progress updates.</p> <p><b>If we cannot resolve Your complaint:</b></p> <p>If You are not happy with Our decision, or we have taken more than 30 days to respond to You from the date You first made Your complaint, You may contact the Australian Financial Complaints Authority (AFCA) at:</p> <p><b>Phone:</b> 1800 931 678</p> <p><b>Post:</b> GPO Box 3 Melbourne VIC 3001</p> <p><b>Website:</b> <a href="http://afca.org.au">afca.org.au</a></p> <p><b>Email:</b> info@afca.org.au</p> <p>The AFCA provides fair and independent financial services complaints resolution that is provided to You free of charge. AFCA has authority to hear certain complaints and they will confirm if they can assist You. A determination by AFCA is binding on Us provided You also accept the determination but is not binding on You. You do not have to accept their determination and You have the right to seek further legal assistance.</p>



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<p>Paying Your Premium</p>	<p>You must pay Your annual premium by the due date. If We do not receive Your premium by this date or Your payment is dishonoured the Policy will not operate and there will be no cover.</p>	<p>You must pay Your annual premium to Your broker by the due date as agreed between us and your broker. We will cancel Your Policy if Your premium is unpaid by the due date or if Your payment is dishonoured.</p> <p>If you make a claim before you've paid Your premium, You must pay that premium to us in full before we will settle Your claim.</p>
<p>Amended General definitions: <b>Act(s) of terrorism</b></p>	<p>includes any act which may or may not involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public</p>	<p>includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:</p> <ul style="list-style-type: none"> <li>a) involves violence against one or more persons; or</li> <li>b) involves damage to property; or</li> <li>c) endangers life other than that of the person committing the action; or</li> <li>d) creates a risk to health or safety of the public or a section of the public; or</li> <li>e) is designed to interfere with or to disrupt an electronic system;</li> </ul>
<p>Addition of new General definitions: <b>Computer Systems</b></p>	<p>N/A</p>	<p><b>Computer System:</b> means any computer, hardware, software, communications system, electronic device (including, but not limited to smartphone, laptop, tablet, wearable device), server, cloud, microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.</p>
<p>Amended General definitions: <b>Computer Virus</b></p>	<p><b>Computer Virus:</b> means an executable program or computer code segment that is self-replicating, requires a host program or executable disc segment in which it can be contained and which destroys or alters the host program or other computer code or data causing undesired program or computer system operation</p>	<p><b>Computer Virus:</b> means an executable program or computer code segment that is self-replicating, requires a host program or executable disc segment in which it can be contained and which destroys or alters the host program or other computer code or data causing undesired program or Computer System operation [and includes the introduction of malicious code, ransomware, cryptoware, trojans, worms and logic or time bombs or any malware, programs, files or instructions of a malicious nature which may disrupt, harm, impede access to, or in any other way corrupt the operation of a Computer System].</p>



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Amended General definitions:  <b>Insurance Certificate</b>	means the current insurance certificate which has been numbered and issued by or on behalf of us.	means the record of the particulars of your insurance which forms part of the policy. The Insurance Certificate is issued when we have accepted your insurance. At each renewal of the policy, the renewal Certificate becomes the current policy schedule. Updated Insurance Certificates or endorsements may also be sent to you showing alterations to the policy.
Addition of new General definitions:  <b>Cyber Act</b>	N/A	<b>Cyber Act:</b> means an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.
Addition of new General definitions:  <b>Cyber Incident</b>	N/A	<b>Cyber Incident:</b> means any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
Addition of new General definitions:  <b>Cyber Loss</b>	N/A	<b>Cyber Loss:</b> means any legal liability caused by or arising out of any Cyber Act or Cyber Incident including but not limited to any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
Update of General definitions:  <b>Electronic Data</b>	<b>Electronic Data</b> means any facts, concepts and/or information converted to a form usable for communications and/or displays and/or distribution and/or processing by electronic and/or electromechanical data processing and/or electronically controlled equipment which includes but is not limited to programs and/or software and/or other coded instructions for such equipment.	<b>Electronic Data:</b> means any information, facts, concepts, code and/or any other information converted to, transmitted or recorded in a form to be used, accessed, processed, transmitted or stored by a computer system.



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<p>Update of General Policy Exclusions:</p> <p><b>Electronic Data exclusion to Cyber exclusion</b></p>	<p>You are not covered for any loss, damage or liability caused by or resulting from, or the costs incurred from or of:</p> <p>Electronic data or the cost of rewriting records as a result of loss of electronic data unless directly caused by an event insured under this policy (other than accidental damage).</p>	<p>This Policy excludes all loss, damage, liability, cost or expense of any nature to the extent directly or indirectly caused by, contributed to by, resulting from, arising out of or comprising:</p> <ol style="list-style-type: none"> <li>any Cyber Loss;</li> <li>any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System;</li> <li>any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Electronic Data, including the value of, or any amount pertaining to the value of, such Electronic Data.</li> </ol> <p>However, paragraphs b) and c) will not apply in respect of and to the extent of physical loss or physical damage to property insured under this policy (including physical loss or physical damage to a computer system and/or electronic data, as applicable) which is directly caused by an Insured Event not otherwise excluded under this policy subject always to all other provisions, exclusions and conditions of this policy including, but not limited to, that no cover is provided for any legal liability arising from paragraphs b) and c) above howsoever caused.</p> <p>This exclusion will take priority in the event of any conflict with any other term of this policy or any endorsement thereto.</p>
<p>Amendment of General Policy Exclusions:</p> <p><b>War, Terrorism, Nuclear Radioactivity</b></p>	<p>3. ionising radiation, contamination by radioactivity from any nuclear weapons material, nuclear fuel or waste, or the combustion of nuclear fuel or waste where the combustion is a self-sustaining nuclear process.</p>	<p>3. radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.</p>
<p>Amendment of General Policy Exclusions:</p> <p><b>Computer Virus</b></p>	<p>An executable program or computer code segment that is self replicating, requires a host program or executable disc segment in which it can be contained and which destroys or alters the host program or other computer code or data causing undesired program or computer system operation</p>	<p>Loss, damage, liability, cost or expense of any nature to the extent directly or indirectly caused by, contributed to by, resulting from, arising out of a Computer Virus.</p>
<p>Addition of General Policy Exclusions:</p> <p><b>Geographical limitations</b></p>	<p>N/A</p>	<p>Unless We agree in writing to the contrary, We will not pay for any loss or damage to Your Property Insured that is outside the Commonwealth of Australia at the time of its loss or damage, except as specifically stated otherwise in the appropriate cover section.</p>



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Addition of General Policy Exclusions:  <b>Known defects</b>	N/A	We will not pay for any loss or damage caused by faults or defects known to You or any of Your Employees whose knowledge in law would be deemed to be Yours and not disclosed to Us at the time this insurance was arranged.
Addition of new General policy condition:  <b>Statutes and regulations</b>	N/A	Any reference in this policy to a statute, regulation or ordinance (or any section of or schedule to any of them) or any other law includes all regulations and other instruments under it, and shall be read so as to include any amendment, re-enactment, substitution, consolidation, replacement or successor of any of them.
Amendment to General policy condition:  <b>Premium refunds</b>	In the event of an adjustment or cancellation we will allow to you or refund the unused portion of your paid premium less any fee and any commissions, taxes and charges that we are unable to recover.	In the event of an adjustment or cancellation we will allow to you or refund the unused portion of your paid premium less any fee and any commissions, taxes and charges that we are unable to recover. Where a claim has been made (or is liable to be made) prior to cancellation the premium for the policy will not be refunded.
Update to Property section exclusions:  Additional benefits;  <b>Restoration of records</b>	Any financial loss caused by the loss of your records under this additional benefit.	Any financial loss caused by the loss of your records under this additional benefit and or the value of, or pertaining to the value of, such data or records
Update to Property section covers:  Additional benefits;  <b>Restoration of records</b>	We will cover clerical and professional costs incurred by you, to rewrite your necessary business 'records and documents' following loss or damage whilst located anywhere in Australia by an event that is insured in this section.	We will cover clerical and professional costs incurred by you, to rewrite your necessary business 'records and documents' including restoration of data stored on media following loss or damage whilst located anywhere in Australia by an event that is insured in this section.
Update to Property section exclusions:  Additional benefits;  <b>Temporary protection and security guards</b>	N/A	If any occurrence results in a claim being paid under this cover section and another section of this policy, the highest single limit under the relevant cover sections applies. This additional benefit is not cumulative with any other section of this policy.
Update to Property section covers:  Additional benefits;  <b>Prevention of imminent damage</b>	We will pay necessary costs you incur to extinguish a fire on or in the vicinity of your building location that threatens your property. We will also pay for necessary costs to prevent or diminish imminent damage to your insured property by any other insured event.	We will pay necessary costs you incur to extinguish a fire on or in the vicinity of your building location that threatens loss or damage to your property. We will also pay for necessary costs to prevent or diminish imminent damage to your insured property by any other event.



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<p>Update to Property section:</p> <p>Conditions applicable;</p> <p><b>Reinstatement</b></p>	<p>If we pay a claim under any section of this policy other than the Business liability' section and your sum insured has been reduced due to payment of that claim by us, we will automatically reinstate your full sum insured provided:</p> <ol style="list-style-type: none"> <li>1. you have not (in writing) requested otherwise;</li> <li>2. we have not (in writing) advised otherwise.</li> </ol>	<p>If we pay a claim under any section of this policy other than the 'Business liability' section and your sum insured has been reduced due to payment of that claim by us, we will automatically reinstate your full sum insured provided We have not (in writing) advised otherwise.</p> <p>You will not be required to pay any additional premium.</p> <p>This condition does not apply in the event of a total loss under this section.</p>
<p>Update to Business Interruption section:</p> <p>Extra covers;</p> <p><b>Limited infectious diseases cover;</b></p> <p><b>Points b) ii and vii</b></p>	<ol style="list-style-type: none"> <li>ii) any other Listed Human Disease under the Biosecurity Act 2015 (Cth) or any subsequent amendment, replacement or successor legislation of the Commonwealth of Australia, including delegated legislation; or</li> <li>vii) any disease determined by the World Health Organization to be a Public Health Emergency of International Concern (PHEIC);</li> </ol>	<ol style="list-style-type: none"> <li>ii) any other Listed Human Disease (as at the time of loss) under the Biosecurity Act 2015 (Cth) or any subsequent amendment, replacement or successor legislation of the Commonwealth of Australia, including delegated legislation; or</li> <li>vii) any disease determined by the World Health Organization (as at the time of loss) to be a Public Health Emergency of International Concern (PHEIC);</li> </ol>
<p>Update to Business Interruption section:</p> <p>Extra covers;</p> <p><b>Prevention of access</b></p>	<ol style="list-style-type: none"> <li>1. loss or damage to property within a 50km radius of your location caused by any insured event that would be covered by the 'Building and Contents' section of this policy had the property been insured by that policy section;</li> <li>2. loss caused by a bomb threat within a 50km radius of your location;</li> <li>3. loss caused by an order of any legal authority which prevents or restricts access to the location provided that the order results from physical damage or the threat of physical damage, to property within a 50 kilometre radius of the location.</li> </ol> <p>The indemnity will apply if this loss or damage prevents or hinders the use of your location or access thereto or results in a cessation or diminution of trade due to temporary falling away of potential customers.</p>	<ol style="list-style-type: none"> <li>1. loss or damage to property within a 50km radius of your location caused by any insured event that would be covered by the 'Building and Contents' section of this policy had the property been insured by that policy section;</li> <li>2. loss caused by a bomb threat within a 50km radius of your location;</li> <li>3. loss caused by an order of any legal authority which prevents or restricts access to the location provided that;             <ol style="list-style-type: none"> <li>a) the order results from physical damage or the threat of physical damage, to property within a 50km radius of the location caused by any insured event that would be covered by the 'Building and Contents' section of this policy had the property been insured by that policy section and, in the case of the threat of physical damage, such threat is not directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with or in consequence of a cyber act or cyber incident or computer virus or other excluded peril or event.</li> </ol> </li> </ol> <p>The indemnity will apply if this loss or damage prevents or hinders the use of your location or access thereto.</p>



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Addition of new Liability section definition:  <b>Sexual abuse</b>	N/A	means any assault or abuse of a sexual nature, sexual molestation, indecent exposure, sexual harassment or intimidation, whether such act is the subject of criminal investigation or not
Update to Liability section exclusions:  <b>Advertising injury</b>	6. Incurred by you if your principal occupation or business is advertising, broadcasting, publishing or telecasting.	6. Incurred by you if your principal occupation or business is advertising, broadcasting, publishing or casting.
Removal of Liability section exclusions:  <b>Child molestation</b>	The molestation of or interference with a minor or minors by: <ol style="list-style-type: none"> <li>1. you or any person comprising you;</li> <li>2. any of your employees;</li> <li>3. any person performing any voluntary work or service for you or on your behalf.</li> </ol> Furthermore, we will not have a duty to defend any action, suit or proceedings brought against you (or any other person or body corporate who might otherwise, but for the provisions of this clause, be entitled to indemnity under this policy) which either directly or vicariously seeks compensation in respect of such molestation or interference as above or any personal injury resulting there from.	N/A
Addition of new Liability section exclusion:  <b>Sexual abuse</b>	N/A	Any claims arising directly or indirectly from any actual or alleged sexual abuse  Furthermore, we will not have a duty to defend any action, suit or proceedings brought against you (or any other person or body corporate who might otherwise, but for the provisions of this clause, be entitled to indemnity under this policy) which either directly or vicariously seeks compensation in respect of sexual abuse claims or any personal injury resulting therefrom.



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<p>Update to Liability section exclusion:</p> <p><b>Information technology hazards</b></p>	<ol style="list-style-type: none"> <li>1. any liability arising out of your internet operations; or</li> <li>2. 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: <ul style="list-style-type: none"> <li>- the use of any computer hardware or software;</li> <li>- the provision of computer or telecommunication services by you or on your behalf;</li> <li>- the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any computer virus.</li> </ul> </li> </ol> <p>This exclusion does not apply to:</p> <ol style="list-style-type: none"> <li>1. personal injury, property damage or advertising injury arising out of any material which is already in print by the manufacturer in support of any of its products, including by not limited to product use and safety instructions or warnings, and which is also reproduced on its site; or</li> <li>2. liability which arises irrespective of the involvement of your internet operations.</li> </ol>	<ol style="list-style-type: none"> <li>1. any liability arising out of your internet operations; or</li> <li>2. liability for 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: <ul style="list-style-type: none"> <li>- the use of any computer systems or software;</li> <li>- the provision of computer or telecommunication services by you or on your behalf;</li> <li>- the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any computer virus.</li> </ul> </li> </ol> <p>This exclusion does not apply to:</p> <ol style="list-style-type: none"> <li>1. personal injury, property damage or advertising injury arising out of any material which is already in print and on which it was reasonable for you to rely and which you have not has notice (direct or otherwise) of the material having been superseded and which material has been provided or made available to you by the manufacturer in support of any of its products, including by not limited to product use and safety instructions or warnings, and which is also reproduced on its site; or</li> <li>2. liability which arises irrespective of the involvement of your internet operations.</li> </ol>
<p>Update to Liability section exclusion:</p> <p><b>Treatment or Dispensing</b></p>	<p>Except as provided for under the exclusion for 'Professional liability':</p> <ol style="list-style-type: none"> <li>1. the treatment of humans or animals for any physical or mental deficiency, injury, illness or disease;</li> <li>2. the dispensing of drugs, medicines, pharmaceuticals, supplies or artificial aids</li> </ol>	<p>Except as provided for under the exclusion for 'Professional liability':</p> <ol style="list-style-type: none"> <li>1. physical handling of any patient, client or third party whilst carrying out Your duties;</li> <li>2. The treatment of humans or animals for any physical or mental deficiency, injury, illness or disease;</li> <li>3. the promotion or recommending of activities, or the prescribing of pharmaceuticals, medical or herbal remedies to improve performance or appearance, or to alleviate pain, illness, mental or physical deficiency, disease or injury; or <ol style="list-style-type: none"> <li>a) dispensing of drugs, medicines or alternative medicines, pharmaceutical supplies or artificial aids;</li> <li>b) providing or giving third parties prescription medication</li> </ol> </li> </ol>



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Update to Money section exclusions: <b>Loss of Money</b>	3. due to dishonest acts of your directors, employees or any member of your family	3. due to dishonest acts of your directors, employees or any member of your family that resides with you.
Removal of Machinery Breakdown additional benefit: <b>Newly installed items</b>	At the end of each period of insurance you will furnish us with details of any items of machinery that have been newly installed or deleted during the period of insurance.	N/A
Update to Machinery Breakdown section: <b>How we pay your claim</b>	We will, following collaboration with you, pay the cost to repair or replace the damaged machinery. We will also pay the cost of:	We will, following collaboration with you, pay the cost to repair or replace, at our option, the damaged machinery. We will also pay the cost of:
Update to Electronic Equipment breakdown section; Electronic data and media; <b>What we do not cover</b>	We do not cover any: 1. loss or distortion caused by computer virus, being an executable program or computer code segment that is self-replicating, requires a host program or executable disc segment in which it can be contained and which destroys or alters the host program or other computer code or data causing undesired program or computer system operation	We do not cover any: 1. loss or distortion caused by computer virus, cyber act or cyber Incident; 7. The value of, or any amount pertaining to the value of, such Electronic Data
All Sections; <b>Exclusions wording update</b>	Exclusions applicable to this cover section	Exclusions applicable to this cover section In addition to the General Policy Exclusions, this cover section does not cover the following matters.