

# Business Package Difference in Conditions



Effective 1st of January 2025

The difference in conditions applies for the 12-month period, effective 1st of January 2025.

## Comparison Table

Section	Old Page Number	One Business Pack Insurance PDS	New Page Number	One Business Pack Insurance PDS	Comment
<b>Key Dates</b>		<b>Policies effective prior to 31/12/2024</b>		<b>Policies effective after 01/01/2025</b>	
<b>Insurer</b>	4	This insurance is underwritten by RAC Insurance Pty Ltd ABN 59 094 685 882, AFSL 231222 (RAC Insurance), which is a wholly owned subsidiary of the Royal Automobile Club of WA Inc. and is an authorised general insurance company, regulated by the Australian Prudential Regulation Authority.	4	This insurance is underwritten Allied World Assurance Company, Ltd (Australia Branch) ABN 54 163 304 907 AFSL 548668, an authorised general insurance company, regulated by the Australian Prudential Regulation Authority.	
<b>Business Interruption</b>	19	Loss of access to Your Location caused by:  Damage within 50 kilometres of Your Location that would be covered by the Business Building and Contents section.  The government closing or evacuating Your Location because of: <ul style="list-style-type: none"> <li>▪ food poisoning, murder or suicide;</li> <li>▪ <b>an infectious human disease, but not a Communicable Disease;</b> or</li> <li>▪ animal pests or incorrect operation of drains or other sanitary arrangements at Your Location;</li> <li>▪ a bomb threat within 20 kilometres of Your Location.</li> </ul>	19	Loss of access to Your Location caused by:  Damage within 50 kilometres of Your Location that would be covered by the Business Building and Contents section.  The government closing or evacuating Your Location because of: <ul style="list-style-type: none"> <li>▪ food poisoning, murder or suicide; or</li> <li>▪ animal pests or incorrect operation of drains or other sanitary arrangements at Your Location;</li> <li>▪ a bomb threat within 20 kilometres of Your Location.</li> </ul>	A Communicable Disease is removed.
<b>General exclusion</b>	37	4. Operation of law, war or nuclear material. We do not cover any loss, damage or liability in relation to: <ul style="list-style-type: none"> <li>▪ <b>acts of Terrorism;</b></li> <li>▪ any fine, penalty or punitive damages;</li> <li>▪ civil war, War, invasion or rebellion;</li> <li>▪ lawful seizure, repossession or other operation of law; or</li> <li>▪ nuclear weapons, nuclear fuel, waste or materials.</li> </ul>	37	6. Terrorism. This Policy does not cover any claims arising out of or in any way connected with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.  This Policy excludes any direct or indirect loss, liability, cost or expense of any nature directly or indirectly arising out of or in any way connected with any action taken in controlling, preventing, suppressing, responding to, or in any way relating to the above.	Clarity on the definition and coverage in the event of a terrorism act.

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Key Dates		Policies effective prior to 31/12/2024		Policies effective after 01/01/2025	
General exclusion	37	<p>4. Operation of law, war or nuclear material.</p> <p>We do not cover any loss, damage or liability in relation to:</p> <ul style="list-style-type: none"> <li>▪ acts of Terrorism;</li> <li>▪ any fine, penalty or punitive damages;</li> <li>▪ civil war, War, invasion or rebellion;</li> <li>▪ lawful seizure, repossession or other operation of law; or</li> <li>▪ <b>nuclear weapons, nuclear fuel, waste or materials.</b></li> </ul>	37	<p>5. Radioactive and Nuclear Hazards</p> <p>This Policy does not cover any claims arising out of or in any way connected with ionising radiation or contamination by radioactivity from any nuclear fuel, weapon or waste whether occurring naturally or otherwise, or from any nuclear waste from the combustion of nuclear fuel; the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or the storage, transport, assembly, disassembly, maintenance or operation of any nuclear weapon or nuclear component thereof.</p>	Clarity on the definition and coverage in the event of a radioactive or nuclear hazard.
General exclusion	37	<p>4. Operation of law, war or nuclear material</p> <p>We do not cover any loss, damage or liability in relation to:</p> <ul style="list-style-type: none"> <li>▪ acts of Terrorism;</li> <li>▪ any fine, penalty or punitive damages;</li> <li>▪ <b>civil war, War, invasion or rebellion;</b></li> <li>▪ lawful seizure, repossession or other operation of law; or</li> <li>▪ nuclear weapons, nuclear fuel, waste or materials.</li> </ul>	38	<p>7. War</p> <p>This Policy does not cover any claims arising out of or in any way connected with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by Terrorism or by any violent means.</p> <p>This Policy excludes any direct or indirect loss, liability, cost or expense directly or indirectly arising out of any action taken in controlling, preventing, suppressing, responding to the above.</p>	Clarity on what is not covered in the event of war.
General exclusion	37	<p>5. Sanctions limitation and exclusion</p> <p>We will not provide cover under any section of the Policy where a claim payment or benefit may breach any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America, or any local autonomous sanctions.</p>	38	<p>Sanction Limitation and Exclusion Clause</p> <p>No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer 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 or United States of America.</p>	The sanction limitation and exclusion will also apply to any reinsurer under the new terms.

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Key Dates		Policies effective prior to 31/12/2024		Policies effective after 01/01/2025	
General exclusion	38	<p>7. Cyber Loss Limited Exclusion Clause We will not cover any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:</p> <ul style="list-style-type: none"> <li>▪ any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 2;</li> <li>▪ any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data except to the extent that cover is otherwise specifically provided under the Policy for restoration of data in the Equipment Breakdown section – Optional Cover ‘Electronic data and electronic Data media’ if this Optional Cover is shown as being “insured” in the Policy Schedule.</li> </ul> <p>Subject to the other terms, conditions and exclusions contained in the Policy, We will cover physical damage to property insured and any loss covered under the Business Interruption section directly resulting therefrom where such physical damage is directly occasioned by any of the following perils: fire, lightning, explosion, Aircraft or Vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, action of the sea, Flood, freeze or weight of snow.</p>	38	<p>10. Cyber and Data Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:</p> <ul style="list-style-type: none"> <li>▪ Cyber Loss; or</li> <li>▪ loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, regardless of any other cause or event contributing concurrently or in any other sequence thereto.</li> </ul> <p>In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.</p> <p>This exclusion supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.</p>	Under the new policy, you will have no cover in the event of a cyber loss or impact on data under this product.

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<b>General exclusion</b>	38	<p>8. Limited Communicable Disease Exclusion</p> <p>We will not cover any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.</p>	38	<p>This Policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently, and notwithstanding any other provision of this Policy to the contrary, this Policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.</p> <p>For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:</p> <ul style="list-style-type: none"> <li>▪ for a Communicable Disease; or</li> <li>▪ any Insured Property hereunder that is affected by such Communicable Disease.</li> </ul>	Clarity on what is not covered in the event of communicable disease.
<b>Additional explanation and definition of coverage</b>	45	<p>Communicable Disease</p> <p>Means:</p> <ul style="list-style-type: none"> <li>▪ highly pathogenic avian influenza in humans;</li> <li>▪ influenza with pandemic or epidemic potential;</li> <li>▪ any disease determined by the world health organisation to be a public health emergency of international concern (PHEIC);</li> <li>▪ any disease determined to be a “listed human diseases”, or any disease in respect of which a “biosecurity emergency” or “human biosecurity emergency” is declared, under the Biosecurity Act 2015 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation;</li> <li>▪ rabies; or</li> <li>▪ cholera.</li> </ul>	45	<p>Communicable Disease</p> <p>For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:</p> <ol style="list-style-type: none"> <li>a) for a Communicable Disease, or</li> <li>b) any Insured Property hereunder that is affected by such Communicable Disease.</li> </ol> <p>As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:</p> <ol style="list-style-type: none"> <li>a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and</li> <li>b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and</li> <li>c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of Insured Property hereunder.</li> </ol>	

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Key Dates		Policies effective prior to 31/12/2024		Policies effective after 01/01/2025	
Additional explanation and definition of coverage			45	Cyber Act Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal 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.	Clarity on what is not covered in the event of a cyber act.
Additional explanation and definition of coverage			45	Cyber Incident Cyber Incident means: <ul style="list-style-type: none"> <li>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</li> <li>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.</li> </ul>	Clarity on what is not covered in the event of a cyber incident.
Additional explanation and definition of coverage			46	Cyber Loss Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with 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.	Clarity on what is not covered in the event of a cyber loss.
We, Us, Our	48	RAC Insurance Pty Ltd ABN 59 094 685 882 AFSL 231222 ('RAC Insurance'), including when acting through their agent Clover or any other agent appointed by Us from time to time.		Allied World Assurance Company, Ltd (Australia Branch) ABN 54 163 304 907 AFSL 548668 ('Insurance'), including when acting through their agents.	

**It is important to note that you will no longer have protection against cyber or data loss under this product. If this protection is important to you, please contact us on 1300 274 844 to discuss this.**

When making decisions about purchasing, amending or renewing insurance, consider the Product Disclosure Statement or policy wording/booklet and Target Market Determinations (if applicable) to determine if the policy is suitable for your needs and circumstances before proceeding.