

PLACING SCHEDULE

Attaching to and forming part of Policy No: 01R 1602935

The Schedule and Policy wording are to be read together as one contract.

Class of Insurance: Industrial Special Risks Insurance Policy

Insured: Tasracing Pty Ltd 62 269 303 946 Hobart Greyhound Racing Club Inc 50 943 425 043 Launceston Greyhound Racing Club 29 090 240 662 North West Greyhound Club Inc 94 710 755 893 Burnie Harness Racing Club Inc 30 812 801 458 Carrick Park Pacing Club Inc 41 359 124 838 Devonport Harness Racing Club Inc 22 502 625 276 Launceston Pacing Club 44 550 873 371 New Norfolk Pacing Club Inc 14 435 244 348 North Eastern Pacing Club Inc 32 945 545 272 St Mary#s Pacing Club Inc 20 239 197 861 Tasmania Pacing Club 30 611 289 285 Devonport Racing Club Inc 20 562 678 711 King Island Racing Club Inc 35 936 964 987 Tasmanian Racing Club Inc 77 507 094 013 Tasmanian Turf Club Inc 62 439 188 060 and/or its/their subsidiary and/or related bodies corporate, as defined in the Corporations Act 2001, (including those acquired or incorporated during the Period of Insurance) for their respective rights and interests.

Business: Principally, Tasracing is primarily responsible for the administration of racing across the racing codes of thoroughbreds, harness and greyhounds. Duties include race programming, payment of stakes, the creation of racing rules and policies and serving as the leading industry voice for matters of state and national importance. Tasracing is charged with the development of new products that have greater appeal to local, national and international wagering customers # the further development of the state#s racing product to compete in an increasingly competitive national and international market is a priority. Tasracing is also responsible for the development of breeding, the funding of clubs, media rights and management of racing venues. Racing clubs are responsible, at present, for organising the race day staff for both racing and catering. Their largest events are around feature races, particularly the Thoroughbred Cups. Clubs are responsible for obtaining sponsorship for races and events, sometimes in tandem with Tasracing. and any other occupation incidental thereto.

Period of Insurance: (a) **From:**

4.00 p.m. on 31 October, 2015 local time at the place of the Insured's head office.

To: 4.00 p.m. on 31 October, 2016 local time at the place of the Insured's head office.

- (b) Any subsequent period for which the Insured has requested and the Insurer has accepted renewal.

Insured Premises:

Principally, Ubet Park, 6 Goodwood Road, Glenorchy TAS 7010 and anywhere in Australia including where the Insured:

- (a) has property, either the Insured's own or for which the Insured is responsible;
- (b) carries on or conducts activities of the Business;
- (c) has goods or other property stored or being processed or has work done, including contract sites.

Buildings and other property at such Insured Premises shall be deemed to be used by the Insured for the purposes of the Business.

Declared Values:

(In accordance with the Basis of Settlement)

| | |
|-----------------------|---------------|
| All Property Insured: | \$108,913,600 |
| Gross Profit Insured: | \$1,817,159 |
| Gross Rentals: | \$400,000 |

Limit(s) of Liability:

The amount(s) set out hereunder represent the Insurers maximum Limit(s) of Liability any one loss or series of losses arising out of any one event at any one Insured Premises subject to any lesser Limit(s) of Liability specified elsewhere in this Policy.

| | |
|------------------------|--------------|
| Combined Section 1 & 2 | \$50,000,000 |
|------------------------|--------------|

Sub-Limit(s) of Liability:

The liability of the Insurer shall be further limited in respect of any one loss or series of losses arising out of any one event at any one Insured Premises as set out hereunder and it is understood and agreed that such Sub-Limit(s) shall not increase the liability of the Insurer beyond the Limit(s) of Liability expressed above. Sub-limits marked * apply to Sections 1 & 2 Combined.

Loss or destruction of or damage by, to or in respect of:

Section 1 - Material Loss or Damage

| | |
|-------------------|-----------|
| Accidental Damage | \$200,000 |
|-------------------|-----------|

| | |
|--|-------------------------------------|
| Burglary and /or theft of Property (excluding Money). | \$60,000 |
| Personal Property of directors, partners, proprietors and employees (limit per person) | \$2,500 |
| Money | \$50,000 (\$200,000 on Cup Days) |
| Removal, storage and disposal of debris as covered by The Indemnity clause (h) | \$1,000,000 |
| Landscaping | \$250,000 |
| Extra Cost of Reinstatement | \$1,000,000 |
| Professional Fees | \$50,000 |
| Additional Extra Cost of Reinstatement | \$500,000 |
| Property in transit within the Commonwealth of Australia | \$63,000 |
| Machinery Breakdown | \$30,000 |
| Expediting Cost | \$20,000 |
| Theft in the Open Air | \$60,000 |
| Glass | Replacement Value |
| Liability to Make Enquiries | \$250,000 |
| Pavements and Roadways | \$500,000 |
| Art, Memorabilia and Racing Paraphernalia | \$250,000 |
| Restoration of Records | \$100,000 |
| Cost of Clearing Drains | \$20,000 |
| Liability for duty | \$20,000 |
| Undamaged anciliary and/or Peripheral Equipment | 5% of destroyed equipment |

Section 2 - Consequential Loss or Damage

| | |
|--|---------------|
| Claims Preparation Costs | \$100,000 |
| Additional Increased Cost Of Working | \$700,000 |
| Fines and/or Penalties | \$Not Insured |
| Prevention of Access | \$250,000 |
| Public Utilities (including subseab/submarine communication systems) | \$250,000 |
| Infectious and Contagious Diseases (In The Annual Aggregate) | \$250,000 |
| | \$2,000,000 |

Acquired Companies (Sections 1 & 2
Combined)
New Property Acquisitions (Sections 1 & 2 Combined) \$2,000,000
Accounts Receivable \$150,000

Dual Basis Pay-roll:

Section 2 - Item No. 3

Initial Period (Clause(a)(i))

4 weeks at 100%

Remainder Percentage (Clause(a)(ii))

100 weeks at 25%

Consolidated Period

Option to consolidate 29 weeks

Uninsured Working Expenses:

Applicable to Racing Clubs bar and catering activities only: -
Payroll - Purchases

Indemnity Period:

Indemnity Period 24 Months

Cover under Items 1. Gross Profit
and 3. Payroll apply to the Racing
Clubs for bar and catering activities
only

Note:

The cover under Item No. 4 Additional Increased Cost of Working is applicable to all Business of the Insured, and subject to the longest Indemnity Period stated in the Schedule.

Deductible(s):

The Insured shall bear the following amount(s) in respect of each loss or series of losses arising out of the one event.

Losses arising out of:

1. Earthquake, subterranean fire or volcanic eruption:
 - (a) \$20,000 or
 - (b) an amount equal to 1% of the the total values at the Insured Premises where the Damage occurs, whichever is the lesser.
2. Prevention of Access; 48 hours
Public Utilities; Vermin,
Pests or Defective Sanitary

| | | |
|----|--|----------|
| | Arrangements; Food or Drink Poisoning; Murder & Suicide; Infectious & Contagious Diseases | |
| 3. | Storm, Tempest, Water Damage, Rainwater at Ubet Park | \$10,000 |
| 4. | All other losses at Ubet Park | \$5,000 |
| 5. | Flood at all locations | \$10,000 |
| 6. | Directors/Employees Personal Property | \$1,000 |
| 7. | All other losses | \$1,000 |

Should more than one Deductible appear under this Policy for any claim or series of claims arising from one Event, such Deductibles shall not be aggregated - the highest single level of Deductible only shall apply

Policy Form: MMA ISR v5.3

Endorsements: Endorsements, if applicable, are as specified herein.

Insurer: CGU Insurance Limited

ABN: 27 004 478 371

FSL: 238291

Premium: As agreed

Participation: 100.0 %

Endorsements

This Policy is amended by the following Endorsements, subject to the terms, conditions and exclusions of the Policy except to the extent that the Policy is expressly or necessarily amended by the Endorsements.

If any ambiguity exists between any of the Policy wording, the following Endorsements and the Insurance Contracts Act 1984 (as amended), the interpretation most beneficial to the Insured will prevail.

CO-INSURANCE - SECTION ONE

a) Unless otherwise stated herein to the contrary, this Policy is subject to the following Co-Insurance Memorandum:

In the event of Damage to Property Insured at any of the Insured Premises caused by any Event hereby insured against, the Insurer(s) shall be liable for no greater proportion of such Damage than the total amount of the Insured's declaration of value of property at all Insured Premises on the day of the commencement of the Period of Insurance or any relevant renewal period bears to the sum representing eighty percent (80%) of the actual value of the Property Insured on the day of commencement of the Period of Insurance or any relevant renewal period but not exceeding the Limit of Liability specified in the Placing Schedule.

b) It is expressly understood and agreed that the provisions of Clause a) shall not apply in respect of that part of any claim which is made under the provisions of the Reinstatement or Replacement Memorandum.

The Reinstatement or Replacement Memorandum is separately subject to the following Co-Insurance Memorandum:

In the event of Damage to Property Insured at any of the Insured Premises caused by any Event hereby insured against, the Insurer(s) shall be liable for no greater proportion of such Damage than the total amount of the Insured's declaration of value of property at all of the Insured Premises on the day of commencement of the Period of Insurance or any relevant renewal period bears to the sum representing eighty percent (80%) of the cost which would have been incurred in reinstatement if the whole of such property had been destroyed on that day, but not exceeding the Limit of Liability specified in the Placing Schedule; provided that, if the sum actually incurred or expended in rebuilding or replacing the Damaged property, within the meaning of subparagraph a) of the above-mentioned definition of reinstatement, exceeds the amount which would have been payable under this Policy if this Memorandum had not been incorporated herein, but is less than the cost of reinstatement as above defined, then the sum so actually incurred or expended shall, for all purposes of this Memorandum, be deemed to be the cost of reinstatement of the property.

Provided that:

a) the provisions of this Co-Insurance Memorandum shall not apply to Section 1 "The Indemnity" Clauses b) to l).

b) the provisions of this Co-Insurance Memorandum shall not apply if the amount of the Damage does not exceed five percent (5%) of the amount of the Insured's declaration aforementioned.

c) the Schedule of Declared Values at each location (in accordance with the applicable Basis of Settlement) attaches to and forms part of this Policy for the purpose of the application of Co-Insurance.

d) the provisions of this Co-Insurance Memorandum shall not be applied to the Extra Cost of Reinstatement, Additional Extra Cost of Reinstatement and Loss of Land Value Memoranda.

LOSS OF RENT

The wording of the indemnity is extended to include:

- (n) rent and other expenses payable, or insurable, by the Insured in accordance with the terms of any lease, rental or other agreement or understanding and the amount payable as indemnity hereunder, in the event of Damage, shall be such sum(s) as the Insured shall be legally liable to pay and/or insure, or the lessor shall be legally entitled to receive, under the terms of such lease or rental agreement.

Provided that the rental value of building(s) or parts thereof occupied by the Insured as owner, shall be assessed at a reasonable market value. Should any of the overhead charges incurred for maintaining the premises in a tenable condition (such as wages for caretaker, cost of power, lighting and the like) cease or be reduced in consequence of the Damage the amount payable as indemnity shall be reduced accordingly.

- (o) loss of income from rent of building(s) or any part(s) thereof due to any tenant(s) invoking the abatement clause(s) in any lease or rental agreement(s) or the rental income ceasing in accordance with any understood agreement (where no written contract exists) in consequence of Damage to such building(s) or part(s) thereof;

The liability of the Insurer(s) hereunder shall be limited to loss of rent and other expenses receivable from tenants or lessees and the amount payable as indemnity shall be the actual shortfall of such amount(s) receivable, together with the additional expenditure necessarily and reasonably incurred for the purpose of avoiding or diminishing such loss; less any sum saved in respect of such of the charges and expenses of the Business, payable out of such rent and other expenses receivable, as may cease or be reduced in consequence of the Damage;

PROPERTY IN TRANSIT WITHIN THE COMMONWEALTH OF AUSTRALIA

This Policy extends to indemnify the Insured against Damage to Property Insured whilst in transit between port or ports, place or places within the Commonwealth of Australia (including whilst being loaded onto or unloaded from conveying vessels and/or vehicles and/or aircraft).

It is agreed that, in respect of Section 1 only, the liability of the Insurer(s) shall not exceed the amount of the Sub-Limit stated in the Placing Schedule of this Policy against "Property in Transit within the Commonwealth of Australia" in respect of any one loss or series of losses arising out of any one Event or occurrence.

If there is no Sub-Limit specified in the Placing Schedule, insurance is provided up to the full Limit of Liability.

The cover granted by this Endorsement, both in respect of Section 1 and Section 2, shall not be limited by:

- (i) Property Exclusions 1 and 13(b)
- (ii) Perils Exclusions 3, 4(a), 6(a) and 7(b).

PREMISES IN THE VICINITY (PREVENTION OF ACCESS)

Loss as insured by this Policy resulting from interruption of or interference with the Business in consequence of Damage to property in the vicinity of the Insured Premises or in the vicinity of other premises referred to in Section 2 Memoranda which shall prevent or hinder the use thereof or access thereto, whether the Insured Premises or property of the Insured therein shall be Damaged or not, shall be deemed to be loss resulting from Damage to property used by the Insured at the Insured Premises.

Loss as insured by this Policy resulting from interruption of or interference with the Business in consequence of Damage to property in the vicinity of and forming part of or contained in any complex of which the Insured Premises forms a part or in which the Insured Premises are contained which results in cessation or diminution of trade, including any cessation or diminution of trade due to temporary falling away of potential custom, (whether the Insured Premises or any property of the Insured shall be the subject of Damage or not) shall be deemed to be loss resulting from Damage to property used by the Insured at the Insured Premises.

Loss as insured by this Policy resulting from interruption of or interference with the Business in consequence of Damage to property within a radius of fifteen (15) kilometres of the Insured Premises which causes a fall in the number of potential customers attracted to the vicinity of the Insured Premises shall be deemed to be loss resulting from Damage to property used by the Insured at the Insured Premises.

Property Exclusion 9 shall not apply to the cover granted by this Memorandum.

PERILS SPLIT(ISR / BURGLARY THEFT) EXCLUSION

The following Exclusion is added to Exclusions to All Sections - Perils Exclusions:
Damage occasioned by burglary or theft. Provided that this Exclusion shall not apply to subsequent Damage to the Property Insured occasioned by a peril (not otherwise excluded) resulting from any Event or peril referred to in this Exclusion.

In the above proviso, but only in so far as indemnity is provided by Section 2 of this Policy, the term Property Insured is deemed to include any property (not otherwise excluded) or any part thereof used by the Insured at the Insured Premises for the purpose of the Business.

DEDUCTIBLE(S)

The last paragraph of the Deductible(s) clause in the Placing Schedule is deleted and replaced by:

Should more than one Deductible appear in respect of any Section under this Policy for any claim or series of claims arising from one Event:

- (i) such Deductibles in respect of that Section shall not be aggregated - the highest single level of Deductible only shall apply;
- (ii) the highest single level of Deductible under each Section shall apply.

Endorsements Forming Part of Policy Wording

PERSONAL PROPERTY OF DIRECTORS, PARTNERS, PROPRIETORS AND EMPLOYEES ANYWHERE IN AUSTRALIA

The Section 1 Indemnity clause (j)(i) is deleted and replaced with:

"(i) personal property (including but not limited to Money and negotiable instruments) of the directors, partners, proprietors and employees of the Insured whilst they are engaged on the Business of the Insured anywhere in the Commonwealth of Australia other than on the private premises of such director, partner, proprietor or employee."

LEGAL LIABILITY TO MAKE ENQUIRIES

Subject to the liability of the Insurer(s) not being increased beyond the Limit(s) of Liability already stated herein, the Insurer(s) will also indemnify the Insured under Section 1 for costs and expenses incurred by the Insured in respect of any legal liability to make enquiries consequent upon Damage to Property Insured.

BASIS OF SETTLEMENT - PAIRS AND SETS

Section 1 - Material Loss or Damage Basis of Settlement is extended to include the following clause, notwithstanding clause (a):

On personal property comprising a pair or set; the difference between the market or replacement value (whichever is greater) before the loss and the market or replacement value (whichever is greater) after the loss.

MONEY EXCLUSION DISCOVERY OF LOSS

Property Exclusion 2.(d) is deleted and replaced with the following:

"(d) where the loss is not discovered within fifteen (15) working days of the event;"

THEFT OF PROPERTY IN THE OPEN AIR WITHIN A PERIMETER FENCE

Perils Exclusion 6.(a) shall not apply when such property is contained within a perimeter fence at the Insured Premises.

SPONTANEOUS COMBUSTION, FERMENTATION OR HEATING

Perils Exclusion 6.(c) is deleted and replaced with the following:

"(c) any process involving the direct application of heat provided that this Exclusion shall be limited to the item, or items, immediately affected and shall not extend to other property Damaged as a result of such process involving direct application of heat."

SUBROGATION WAIVER

Memoranda Applicable to all Sections includes the following additional Memorandum:

"The Insurer(s) agree(s) to waive any rights and remedies or relief to which it/they may become entitled by subrogation against

(a) any corporation or organisation (including its directors, partners, officers, employees or servants) owned or controlled by any Insured named herein or subsidiary to any Insured named herein or any co owner of the Property Insured hereunder;

(b) any Insured named or described by this Policy (including its directors, partners, officers, employees or servants);

(c) any tenant(s) or lessee(s) of Premises controlled or owned by the Insured, unless the Insured shall expressly agree to the institution of recovery proceedings against such tenant(s) or lessee(s); and

(d) any party referred to in the Section 1 Memorandum entitled "Interests of Other Parties", and that any agreement(s) that the Insured may have between any or all such parties will not affect the validity of this Memorandum."

WAR & TERRORISM EXCLUSION (C)

It is hereby agreed and declared that Perils Exclusion 1 of this policy is deleted in full and replaced by the following:-

1. loss, destruction, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in other sequence to the loss
 - (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
 - (b) any act(s) of terrorism
Terrorism: for the purposes of this exclusion, an act of terrorism means an act, which may include but is not limited to an act involving the use of force or violence and/or 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), which from its nature or context is done for, or in connection with, political, religious, ideological or ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear
 - (c) confiscation, commandeering, requisition or destruction or damage by or under the order of any government (whether lawfully constituted or otherwise) or public or local authority.

Furthermore any loss, destruction or damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to Perils Exclusion 1(a), 1(b) or 1(c) is also excluded from this policy.

DATE RECOGNITION SPECIAL EXCLUSION

There is no insurance under this policy in respect of any claim of whatsoever nature which consists of or arises directly or indirectly out of or in connection with the failure or inability of any

- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, BIOS or other instruction set, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device, or any media or systems used in connection with any of the foregoing
whether the property of the Insured or not, at any time to achieve fully and successfully any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote, represent or express a date including, but without being limited to, any failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of or in connection with
anything referred to in (a) or (b) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time, or
the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) or (b) above.

Exception to Date Recognition Special Exclusion

However, this special exclusion will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which is solely and directly caused by a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this policy.

Definition

For the purposes of this special exclusion only, 'Defined Contingency' shall mean fire, lightning, explosion (other than loss or destruction of or damage to boilers and pressure vessels), aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances,

malicious persons, earthquake, storm, flood, escape of water from any tank or apparatus or pipe, impact by any road vehicle or animal, or theft (other than theft by employees).

ELECTRONIC DATA EXCLUSION (B)

It is hereby agreed and declared that the following is added to Property Exclusions:

- (b) This policy does not insure:
- (i) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data, or
 - (ii) error in creating, amending, altering, deleting or using Electronic Data, or
 - (iii) total or partial inability to receive, send, access or use Electronic data for any time or at all

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

Electronic Data means facts, concepts, and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

- (c) However, in the event that a peril listed below (being a peril insured by this policy but for this exclusion) is caused by any of the matters described in paragraph (a) above, this Policy, subject to all of its provisions will insure:

- (i) physical loss of or damage or destruction to Property Insured caused by such listed peril, and/or
- (ii) consequential loss insured by this policy.

Further, this exclusion does not apply in the event that a peril listed below (being a perils insured by this policy but for this exclusion) causes any of the matters described in paragraph (a) above:

Fire, lightning, thunderbolt, explosion, implosion, earthquake, subterranean fire, volcanic eruption, impact by aircraft or aerial object dropped therefrom, impact by road vehicle or animal, sonic boom, theft which is a consequence of theft of any computer and/or computer hardware and/or firmware and/or microchip and/or integrated circuit and/or similar device containing such Electronic Data, breakage of glass, the acts or persons taking part in riots or civil commotions or of strikers or of locked out workers or of persons taking part in labour disturbances, storm and/or tempest and/or rainwater and/or wind and/or hail, water and other liquids and/or substances and/or pipes at the premises.

For the purposes of the basis of Settlement provision in this policy, computer system records includes Electronic Data as defined in paragraph (a) above

BASIS OF SETTLEMENT – ENDORSEMENT

Section 1

Where settlement is made under Section 1 of this Policy wholly or partly by way of :

- payment for the acquisition of goods, services or other supply: or
- payment as compensation instead of payment for the acquisition of goods, services or other supply, the Insurer shall reduce the settlement amount by :
 - the amount of any input tax credit that the Insured is or will be entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to the acquisition of such goods, services or supply;
 - the amount of any input tax credit that the Insured would be entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the monetary compensation been applied to acquire such

goods, services or supply.

Section 2

Where settlement is made under Section 2 of this Policy wholly or partly by way of :

- payment for the acquisition of goods, services or other supply: or
 - payment as compensation instead of payment for the acquisition of goods, services or other supply,
- the Insurer shall reduce the settlement amount by :
- the amount of any input tax credit that the Insured is or will be entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to the acquisition of such goods, services or supply;
 - the amount of any input tax credit that the Insured would be entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the monetary compensation been applied to acquire such goods, services or supply.

TRANSMISSION & DISTRIBUTION LINES EXCLUSION

Notwithstanding any provision to the contrary in the Policy or any endorsement thereto, it is understood and agreed that this policy does not cover losses in respect of overhead transmission and distribution lines and their supporting structures of power-generating authorities or companies and telecommunications companies, but this exclusion shall not apply in respect of the aforementioned lines (and their supporting structures) that extend from the public highway to the insured premises and are the responsibility of the insured.

It is understood and agreed that public utilities extension and/or suppliers extension and/or contingent business interruption coverages are not subject to this exclusion, provided that these are not a part of transmitters' or distributors' policy

INFECTIOUS OR CONTAGIOUS DISEASES; VERMIN, PESTS OR DEFECTIVE SANITARY ARRANGEMENTS; FOOD OR DRINK POISONING; MURDER, SUICIDE (B)

Loss as insured by this Policy resulting from interruption of or interference with the Business directly or indirectly arising from closure or evacuation of the whole or part of the Insured Premises by order of a competent Public Authority consequent upon:

- a) human infectious or contagious disease or the discovery of an organism likely to result in human infectious or contagious disease occurring at the Insured Premises or within a radius of 15 kilometres of the Insured Premises;
- b) vermin or pests or defects in the drains or other sanitary arrangements at the Insured Premises;
- c) poisoning directly caused by the consumption of food or drink provided on the Insured Premises;
- d) murder or suicide occurring in or at the Insured Premises;

shall be deemed to be loss resulting from Damage to property used by the Insured at the Insured Premises for the purpose of the Business.

Perils Exclusion 4 (a) shall not apply to the cover provided by this Memorandum.

Provided that paragraph (a) will not indemnify loss resulting from interruption of or interference with the Business directly or indirectly arising from or in connection with Highly Pathogenic Avian Influenza in Humans or any other diseases declared to be quarantinable diseases under the Quarantine Act 1908 and subsequent amendments.

G511: RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE (with write back)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

In no case shall this insurance cover:

1. property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association; or
2. loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
 - a. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

The exclusion in this sub-clause d. does not extend to radioactive isotopes, other than nuclear fuel or nuclear waste, when such isotopes are on the property insured and are being prepared, stored or used in the normal course of operations by the insured for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No Insurer(s) shall be deemed to provide cover and no Insurer(s) shall be liable to pay any claim or provide any benefit under Section 1 and/or 2 hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer(s) to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Australia, United Kingdom or United States of America.

PROPERTY IN THE OPEN AIR

Property Exclusion 13(b) is deleted

80. DEDUCTIBLE(S)

The last paragraph of the Deductible(s) clause in the Placing Schedule is deleted and replaced by:

Should more than one Deductible appear in respect of any Section under this Policy for any claim or series of claims arising from one Event:

(i) such Deductibles in respect of that Section shall not be aggregated - the highest single level of Deductible only shall apply;

(ii) the highest single level of Deductible under each Section shall apply.

LOSS OF RENT

The wording of the indemnity is extended to include:

- (n) rent and other expenses payable, or insurable, by the Insured in accordance with the terms of any lease, rental or other agreement or understanding and the amount payable as indemnity hereunder, in the event of Damage, shall be such sum(s) as the Insured shall be legally liable to pay and/or insure, or the lessor shall be legally entitled to receive, under the terms of such lease or rental agreement.

Provided that the rental value of building(s) or parts thereof occupied by the Insured as owner, shall be assessed at a reasonable market value. Should any of the overhead charges incurred for maintaining the premises in a tenantable condition (such as wages for caretaker, cost of power, lighting and the like) cease or

be reduced in consequence of the Damage the amount payable as indemnity shall be reduced accordingly.

- (o) loss of income from rent of building(s) or any part(s) thereof due to any tenant(s) invoking the abatement clause(s) in any lease or rental agreement(s) or the rental income ceasing in accordance with any understood agreement (where no written contract exists) in consequence of Damage to such building(s) or part(s) thereof;

The liability of the Insurer(s) hereunder shall be limited to loss of rent and other expenses receivable from tenants or lessees and the amount payable as indemnity shall be the actual shortfall of such amount(s) receivable, together with the additional expenditure necessarily and reasonably incurred for the purpose of avoiding or diminishing such loss; less any sum saved in respect of such of the charges and expenses of the Business, payable out of such rent and other expenses receivable, as may cease or be reduced in consequence of the Damage;

PROPERTY IN TRANSIT WITHIN THE COMMONWEALTH OF AUSTRALIA

This Policy extends to indemnify the Insured against Damage to Property Insured whilst in transit between port or ports, place or places within the Commonwealth of Australia (including whilst being loaded onto or unloaded from conveying vessels and/or vehicles and/or aircraft).

It is agreed that, in respect of Section 1 only, the liability of the Insurer(s) shall not exceed the amount of the Sub-Limit stated in the Placing Schedule of this Policy against "Property in Transit within the Commonwealth of Australia" in respect of any one loss or series of losses arising out of any one Event or occurrence.

If there is no Sub-Limit specified in the Placing Schedule, insurance is provided up to the full Limit of Liability.

The cover granted by this Endorsement, both in respect of Section 1 and Section 2, shall not be limited by:

- (i) Property Exclusions 1 and 13(b)
- (ii) Perils Exclusions 3, 4(a), 6(a) and 7(b).

PROPERTY EXCLUSION 16 - MACHINERY BREAKDOWN

Property Exclusion 16 is deleted and this Policy extends to indemnify the Insured against Damage to Machinery forming part of the Property Insured occasioned by or happening through any mechanical, electrical, electromechanical, electronic or hydraulic malfunction, failure, derangement, breakdown or non-operation of any kind except as otherwise specifically excluded.

For the purpose of this Endorsement:

1. Machinery means any apparatus, including electronic control equipment, whether functioning independently or as part of a collection of apparatus which generates, contains, controls, transmits, receives, transforms or utilises any form or source of energy or power.

2. The Insurer(s) shall not be liable for Damage as insured by this Endorsement to the following property:

- (a) any sewer piping, underground gas piping, piping forming part of any sprinkler system or water piping other than boiler feed water piping, boiler condensate return piping or water piping connecting to or used with an air conditioning system;
- (b) any vehicle or mobile equipment whilst being driven on a public thoroughfare (but Damage to such vehicle or mobile equipment whilst being used at any situation as a tool of trade is not excluded);
- (c) any aircraft or floating vessel;
- (d) any computer or electronic data processing equipment;
- (e) any X-ray machine, spectrograph, gauges or other apparatus using radioactive materials;
- (f) any elevator, penstock, draft tube or well casing;
- (g) any steam or gas turbine-generator with a capacity exceeding two hundred and fifty (250) horsepower or equivalent;
- (h) electrical wiring and fittings associated with lighting and power circuits.

3. The Insurer(s) shall not be liable for Damage as insured by this Endorsement to Machinery as follows:

(a)

(i) wear and tear and gradual deterioration (whether by wasting, grooving, rust, corrosion, erosion or otherwise) nor for the cost of maintenance work generally;

(ii) gradually developing flaws, cracks or partial fractures;

Provided that these Exclusions 3 (a)(i) and (ii) shall be limited to the part(s) of the Machinery immediately so affected and shall not apply to any other part(s) of the Machinery Damaged in consequence thereof;

(b) repair or renewal of non-metallic parts other than the insulation of electrical conductors, expendable tools, blades, edges, moulds, dies, templates, screens, sieves, ropes, belts and like items subject to rapid wear and tear unless repair or renewal thereof is necessitated by the occurrence of Damage to any other part(s) of the Machinery;

(c) Damage:

(i) arising from the intentional direct application of any tool or process to the Machinery during the course of repair, alteration, modification, maintenance or overhaul thereof;

(ii) to the Machinery resulting from the imposition of abnormal conditions relating to testing or intentional overloading of or experiments with the Machinery, unless the Insurer(s) shall have agreed in writing to grant indemnity under this Endorsement whilst the Machinery is being operated under such conditions;

(iii) to the Machinery resulting from fault(s) or defect(s) therein known to the Insured, or to responsible employees of the Insured, but not disclosed to the Insurer(s) at the commencement of the Period of Insurance;

(d) loss of use or any other consequential loss except as provided in Section 2 of this Policy.

4. Perils Exclusions 4(c), 4(e) and 6(c) shall not apply to the cover granted by this Endorsement.

Except as otherwise varied above the terms, Conditions, Exclusions, Memoranda, Endorsements and other provisions contained within this Policy apply to the cover granted by this Endorsement.

41. PERILS SPLIT ENDORSEMENT (ISR/ BURGLARY THEFT)

The following exclusion is added to EXCLUSIONS TO ALL SECTIONS - PERILS EXCLUSIONS:

BURGLARY/THEFT EXCLUSION

The Insurer(s) shall not be liable under Sections 1 and/or 2 in respect of Damage occasioned by burglary or theft. Provided that this Exclusion shall not apply to subsequent Damage to the Property Insured occasioned by a peril (not otherwise excluded) resulting from any Event or peril referred to in this Exclusion.

In the above proviso, but only in so far as indemnity is provided by Section 2 of this Policy, the term Property Insured is deemed to include any property (not otherwise excluded) or any part thereof used by the Insured at the Insured Premises for the purpose of the Business.

42. PERILS SPLIT ENDORSEMENT (ISR/ BURGLARY THEFT)

The following Memorandum is added to MEMORANDA APPLICABLE TO ALL SECTIONS:

BURGLARY/THEFT COVER ONLY

The title of this Policy is amended to read BURGLARY/THEFT INSURANCE POLICY.

Notwithstanding anything contained in this Policy to the contrary the Insurer(s) shall only be liable under this Policy in respect of Damage to Property Insured occasioned by burglary or theft and loss under Section 2 resulting there from.

In the event of a claim involving this Policy and the Insured's Industrial Special Risks Policy the Deductibles shall not be aggregated - the highest applicable single level of Deductible only shall apply in respect of each claim or series of claims arising from one Event.