QBE Insurance (Australia) Limited

QBE Farm Pack

Product Disclosure Statement

This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃关於保险的重要文件，它解释了根据保单条款什麼是受保、什麼是不受保项目，以及你方和我方的责任条款。你必须要了解後才能决定这项保险是否能满足你的需要。如果你不能阅读和理解英文，请向能帮助你用你熟悉的语言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull’assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l’inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήστε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पोलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜੁੱਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your personal circumstances, please treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should take into account your personal circumstances when considering the information provided to decide if the product is right for you.

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

Information in this PDS might change. If the change is adverse and might affect a reasonable person's decision to buy the policy, then either a supplementary PDS (SPDS) or a new PDS will be provided at renewal.

For more information or to make a claim

Please take the time to read through this booklet. If you have any questions, need more information or to confirm a transaction, please contact your broker. The address and telephone number of your financial services provider is in your Policy Schedule.

The 'Claims' section at the end of this booklet provides full details of what you must do for us to consider your claim. To claim under this Policy, please contact your financial services provider.

About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE) is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886.

QBE in the community

Premiums4Good™

We are committed to giving back to the communities that we operate in. Through Premiums4Good, we invest a portion of customer premiums into impact investments that aim to make positive environmental or social change, alongside a financial return. It's just another way we help in enabling a more resilient future.

Important information

This Policy provides a convenient way of protecting your major farm assets and liability under one insurance policy.

For full details of the cover provided, including any exclusions or conditions that may apply, please refer to the relevant part of the Policy Wording.

Your Policy Schedule shows the cover and options you have chosen.

Each section of cover is subject to specific definitions, the basis of cover and specific exclusions. In addition, there are general exclusions and conditions that apply to all sections of the Policy.

This product may not match your expectations

This product may not match your expectations (for example, because an exclusion applies). You should read both the important information and Farm Insurance Policy terms and conditions carefully. Please ask your financial services provider if you are unsure about any aspect of this Policy.

Your sum(s) insured may not be adequate

To ensure that the amount of insurance is adequate in the event of a claim, you should:

- establish an adequate sum(s) insured when initially arranging cover; and
- take care to amend the sum(s) insured when your situation changes.

Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Cooling-off period

If you change your mind about your Policy and haven't made a claim, you can cancel it within 21 days of the start or renewal date and we'll give you a full refund. If you cancel your Policy in these circumstances, you will have no cover under the Policy.

To cancel your Policy within the cooling-off period, contact your financial services provider.

You can also cancel your Policy outside the cooling-off period, see 'Cancelling your policy'.

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at codeofpractice.com.au

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit insurancecode.org.au

Misuse of our Products and Family Violence

We do not condone the misuse of our products for the purpose of financial abuse or disadvantage, including through family and domestic violence. We are here to provide support to our customers who may be impacted. Further details about our Family and Domestic Violence Customer Support Policy are available at qbe.com/au

Privacy

We take the security of your personal information seriously.

We will collect personal information directly from you when you deal with us, or sometimes through our agents, other companies in the QBE group or suppliers acting on our behalf. We will only ever collect the personal information we need in order to provide our services to you, such as issuing and administering our products and services and processing claims. We will obtain consent before collecting sensitive information, such as health information, unless we are required or permitted by law to collect it without consent. Sometimes we may store and disclose your personal information overseas. When we do this, we ensure your information is retained in accordance with the Australian *Privacy Act 1988* and local privacy laws.

Our Privacy Policy describes in more detail from whom we collect personal information, as well as where we store it and the ways we could use it. You can find it at qbe.com/au/about/governance/privacy-policy

If you would like to access or correct your personal information please contact us at customercare@qbe.com or on 1300 650 503.

Complaints

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

Step 1 – Talk to us

Your first step is to get in touch with the team looking after your Policy, direct debit or claim. You'll find their contact details on your policy documents, letters or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to qbe.com/au

Step 2 – Customer Relations

If your complaint isn't resolved by the team looking after your Policy, direct debit or claim, you can ask them to refer your complaint on to our Customer Relations team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

You can also contact the Customer Relations team directly:

Phone:	1300 650 503
Fax:	(02) 8227 8594
Email:	complaints@qbe.com
Post:	GPO Box 219, Parramatta NSW 2124

Step 3 – Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

Phone:	1800 931 678
Email:	info@afca.org.au
Post:	GPO Box 3, Melbourne VIC 3001

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit afca.org.au

More information

You can find more information about how we deal with complaints on our website at qbe.com/au or you can call us on 133 723 to speak with us or request a copy of our complaints brochure at no charge by us.

Complaints just about privacy

If you're not happy with how we've handled your personal information, call us on 1300 650 503 or email us at customercare@qbe.com. If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC):

Phone:	1300 363 992
Email:	enquiries@oaic.gov.au
Post:	GPO Box 5288, Sydney NSW 2001

Financial Claims Scheme

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

How to contact APRA	
Phone	1300 558 849
Online	www.apra.gov.au/financial-claims-scheme-general-insurers

Policy Wording

This Policy is issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

Our agreement with you

Your Policy is an agreement between you and us, made up of:

- This Policy Wording;
- Any applicable Supplementary Product Disclosure Statement; and
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the period of insurance once you've paid us your premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions which apply to any claim you make under this Policy;
- General conditions which set out your responsibilities under this Policy;
- Claims conditions which set out our rights and your responsibilities when you make a claim; and
- Other terms, which set out how this Policy operates.

Excesses

An excess is the amount you may be required to pay if you have a claim. The excesses which you have to pay are set out in this Policy Wording or on your Policy Schedule.

How much we'll pay

The most we'll pay for a claim is the sum insured that applies to the cover or section you're claiming under, less any excess.

Paying your premium

The cost of this Policy

Premium is what you pay us for this Policy. It's made up of the amount we've calculated for the risk and any taxes and government charges.

When calculating your premium, we take several factors into account, including:

1. the type of farm you operate, which cover sections you choose and the sum insured that is relevant to your farm business;
2. your age, experience and claims history;
3. if you decide to have a higher or lower excess where this is an option;
4. if you choose to take out any optional benefits where they are available;
5. for Section 1 – 'Home', the cover you have selected, the location type, age, condition use and sum insured of your home and contents as well as the construction of your home;
6. for Section 2 - 'Private Motor Vehicle' and Section 7 - 'Farm Vehicle', the cover you have selected, method of settlement, the make, model, age, condition, location, sum insured, use, accessories and security features of the motor vehicle;
7. for Section 3 – 'Boat', the cover you have selected, method of settlement, the make, model, age, condition, location, sum insured, and security features of your boat;
8. the overall costs of doing business and other commercial factors.

Information relating to premium calculation

The list of factors in 'The cost of this policy' is not exhaustive. We may take other factors into account and add or remove factors. The importance we place on the factors we use to calculate the premium and how the factors combine, all affect calculation of the premium. Some factors will not affect all components of the premium and not all components of the premium may be subject to discounts in the same way or at all.

How the factors combine to calculate premium may also be impacted according to your circumstances and other underwriting considerations. The premium determined by a combination of the factors may be adjusted up or down to reflect your circumstances and underwriting considerations including the risk being insured and the value of any claims. An adjustment like this may increase or decrease the premium from the combination of factors and may limit discounts.

Minimum premium and your previous year's premium are commercial factors that may limit premium increases and decreases from the combination of the factors and any discounts. A minimum premium is the least amount of premium we will accept for the insurance and factors and any discounts will not reduce the premium below minimum premium. Your previous year's premium is taken into account on renewal and may limit premium increases and decreases from the combination of the factors and limit discounts.

The premium we calculate according to the factors, your circumstances and other commercial factors, including taxes and government charges, will be shown on your Policy Schedule.

Claims experience and your premium

A No Claim Discount is a way to reduce your premium when you select comprehensive cover under Section 2 – 'Private Motor Vehicle' or Section 7 – 'Farm vehicle'. The No Claim Discount is delivered through a rating factor that is applied in the calculation of the premium. The rating factor depends on your claims experience. Subject to 'Information relating to premium calculation', the larger the rating factor, the larger the premium reduction effect.

Where a No Claim Discount is applied to your Policy, 'No Claim Discount' and the relevant rating factor will be shown on your Policy Schedule.

Your Policy's rating factor will be adjusted at renewal based on claims accepted during the period of insurance, including the type, number and value of the claim(s), and it will:

- increase, for example where you only make 'not-at-fault' claims (but only up to the maximum rating factor of 60%);
- decrease, for example where you make a claim that we do not consider a 'not-at-fault' claim; or
- remain the same (which may occur where, for example, you have selected the 'Protected No Claim Discount' optional benefit under Section 2 – 'Private Motor Vehicle' and not made more than one claim that would normally decrease the rating factor).

Not-at-fault claims

A claim will be considered by us as a not-at-fault claim for the purposes of adjusting the rating factor on renewal where:

- the driver of your vehicle did not cause or contribute to the incident claimed and you provide us, where reasonably possible, with contact details for each responsible person and the registration number for each vehicle involved in the incident; or
- it is a windscreen or window glass only claim.

Paying your premium

We will let you know how much premium you need to pay us, how to pay it and when.

Annual premium

If you pay your premium annually, you need to pay your premium on time to ensure you are covered. If you don't pay the premium your Policy may be cancelled and we'll write to let you know when this will happen.

Instalment payments

If you pay your premium by instalment, your Policy Schedule will show the date and frequency of your instalments. If your direct debit details change you must tell us at least seven days before your next instalment is due to allow us to process the change in time.

At renewal

If you pay by instalments, and renew your Policy, we'll continue to deduct instalments for a renewed Policy, unless you tell us to stop your direct debit. This will be at the new premium level according to the same instalment pattern.

If you don't want to renew, you must tell us at least seven days before your Policy's end date so that we can arrange for the direct debit to stop in time.

What happens if you miss an instalment?

If you miss an instalment, we'll contact you to ask you to pay it or arrange to collect it from you. If you don't pay the missed instalment your Policy may be cancelled and we'll write to you to let you know when this will happen.

If you don't pay the missed instalment and a claim arises, then we will deduct the missed instalment from your claim.

If your payment details change

If your direct debit details change, such as you changing credit cards or bank accounts, you must tell us at least seven days before your next payment date to allow us to process the change in time.

Adjustment of premium on renewal

If we invite you to renew your Policy, we will send you a renewal invitation. If you make any changes to your Policy after we send you our renewal invitation, and we have agreed to continue to insure you, we will send you an updated renewal invitation. You will need to pay us any additional premium to ensure your cover is not affected.

A claim on your Policy may affect your renewal premium

If we send you a renewal invitation and the premium doesn't take into account a claim on your Policy, you agree to pay us any additional premium we would have charged if we had known about that claim.

If you tell us about the claim before your renewal takes effect and we agree to continue to insure you, we may apply specific conditions to your Policy (including applying an additional policy excess) and/or recalculate your renewal premium and send you an updated renewal invitation.

If your Policy has already renewed, we may ask you for an additional premium. If you're paying in instalments, any remaining instalments will be adjusted to reflect the additional premium. If you've already paid your renewal premium in full, you'll need to pay us any additional premium to ensure your cover is not affected. If you don't pay the additional premium by the due date then we may:

- deduct the outstanding premium amount from a claim payment; or
- cancel your Policy (see 'Cancelling your policy').

If it was reasonable in the circumstances for you to be unaware that you had a claim until after we issued your renewal invitation, we will not ask you to pay the additional premium for that renewal period however the claim may affect your future renewal premiums and/or future policy conditions (including the application of an additional policy excess).

Please note we may have other rights under this Policy or as permitted by law, depending on the circumstances.

Words with special meaning

Some words and terms used throughout this Policy have special meanings set out below.

Some words have a special meaning in one part of the Policy. We define those words there.

When we say	We mean
Accident	An incident that is unforeseen and unintended and that causes loss or damage. This includes a series of accidents arising out of the one event. Under Section 14 – 'Equine' accident means injury to or death of your horse caused by unexpected, unintended, external, violent and visible circumstances. It does not mean injury or death caused by an illness.
Application	The information you advise to us, either in writing, verbally or by electronic means, as part of your application for insurance provided by the Policy. The information you supply to us forms part of the basis for our decision whether to insure you and on what terms.
Address	The address shown in your Policy Schedule. In Section 1 – 'Home', it is the land on which you reside, where your home is located or your contents are kept and includes yards and garden areas used for private and domestic purposes.
Aircraft landing area	Any area on or from which aircraft land or take-off, or are housed, maintained or operated when they are not airborne.
Australia	The Commonwealth of Australia, its dependencies and Territories.
Boat	The boat described in your Policy Schedule. Your boat is comprised of: (a) the hull; (b) its motor(s), including fuel tanks (unless they form part of the hull); (c) equipment and accessories; (d) its sails, masts, spars, standing and running rigging; (e) its trailer; (f) personal effects (or those of any passenger onboard your boat).
Car Sharing	A formal or informal arrangement made through a Car Sharing booking platform or service by which two parties or more, share the use of a vehicle that is owned by either party or a third party regardless if payment is exchanged or not. Car sharing does not mean car pooling.
Compensation	All amounts you are liable to pay to other people or organisations. It includes: • legal costs awarded against you; and • interest accruing after entry of judgment against you until we have paid the outstanding amount.
Computer system	Any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or electronic data storage device, networking equipment or back up facility.
Cyber Incident	Includes: (a) unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof; (b) malware or similar mechanism; (c) programming or operator error whether by the insured or any other person or persons; (d) any unintentional or unplanned – wholly or partially – outage of the insured's computer system not directly caused by physical loss or damage, affecting access to, processing of, use of or operation of any computer system or any electronic data by any person or group(s) of persons.
Embryo	A fertilized egg of an animal that has begun cell division.
Employee(s)	Any person you employ under a contract of service or apprenticeship, but not any person excluded from the definition of 'Worker' under any workers' compensation legislation.
Electronic Data	Facts, concepts, information converted to a form usable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
Fabric Shelter	A structure that: • includes fabric or membrane; and • might also have elements other than fabric or membrane (such as a frame), regardless of: • what the fabric shelter is used for; or • what it's called (such as igloo, arch shelter, dome, dome shelter, fabric structure, equipment structure, storage structure, eco shelter or any other name). 'Fabric or membrane' includes (but isn't limited to) hail netting, shade sails, plastic sheeting, fabric extruded polymer, advanced polymer fabric, polyethylene fabric cover, canvas, PVC or other similar materials.
Family	Persons who usually reside with you permanently and who are your: (a) spouse or de facto; (b) your children or your spouse's or de facto's unmarried children; (c) parents or your spouse's or de facto's parents; or (d) brother or sister.

When we say	We mean
Farm business	From your farm, the business of: (a) growing and harvesting crops; (b) raising livestock; (c) gathering produce; (d) incidental farm contracting; (e) being owner, lessor, lessee or hirer of property used to grow and harvest crops, raise livestock or gather produce; and (f) any other occupation shown in your Policy Schedule. 'incidental farm contracting' means that part of your farm business that: (a) involves providing contracting services to others; and (b) relates specifically to growing and harvesting crops, raising livestock or gathering produce; and (c) provides no more than $200,000 gross turnover during the Period of Insurance.
Financier	The person or entity with a security interest in your property.
Flood	The covering of normally dry land by water that has escaped or been released from the normal confines of any of the following: (a) a lake, river, creek or other natural watercourse (whether or not it has been altered or modified); (b) a reservoir; (c) a canal; or (d) a dam.
Fusion	The process of fusing or melting together of windings of an electric motor following damage to their insulating material as a result of overheating caused by electric current.
General average	General average is declared when goods or cargo are thrown overboard to safeguard the vessel and remaining property on the vessel. Those whose property is saved share the expense or salvage cost incurred by a ship owner in preserving the vessel and cargo.
Greenhouse	Any structure (or any part of the structure including the frame) intended to provide a protected environment for plants, regardless of: (a) whether or not plants are growing in it at the time of loss; (b) the manner of construction or the material used, whether glass, shade cloth, plastic sheeting, polymers, or any similar material; and (c) the name given to the structure, whether hothouse, glasshouse, greenhouse, shelter, igloo, poly tunnel or any other name.
Incidental farm contracting	See Farm business, above.
Impact	A collision of two or more objects.
Indemnity value	The value of buildings, contents, personal valuables, or your farm property at the time of loss or damage taking into consideration the age, condition and state of repair.

When we say	We mean
Input Tax Credit	The Input Tax Credit according to the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
Legal liability	Your legal responsibility to pay compensation for death, injury or damage to other people or their property. This responsibility only arises if you have done something wrong or you are at fault.
Livestock	Any farm animal you own or lease, and use in connection with your farm business. 'Livestock' doesn't include: • a domestic animal; • a working dog; or • animals you lease to others.
Malware or Similar Mechanism	Any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to 'virus', 'trojan horses', 'worms', 'logic bombs' or 'denial of service attack'.
Market value	In Section 2 – 'Private motor vehicle', Section 3 – 'Boat' and Section 7 – 'Farm vehicle': • The cash value of your vehicle or boat immediately prior to an accident using market pricing for a vehicle or boat of the same age, type, and condition, in your local area, but excluding: ◦ costs and charges for registration, stamp duty, dealer deliveries and the like; and ◦ GST, unless you are unable to claim an Input Tax Credit (ITC) for your vehicle or boat, in which case it will include GST. In Section 5 – 'Farm property' for livestock, grain, hay, silage and harvested produce: • The farm gate value, being the value of the property at the time of loss, excluding transport costs, sales costs and livestock levies. Otherwise: • The retail value of items of a similar type, age and condition, with adjustment for any special features. We may use used price guides and any other information to help determine market value.
Money	Cash, bank notes, currency notes, negotiable instruments, negotiable cheques, postal notes, post office money orders, negotiable securities, unused postage stamps, revenue stamps, credit card sales vouchers, instant lottery tickets, store value cards, authorised gift vouchers, public transport boarding bus or transport tickets, telephone credit cards or franking machine credits.
Motor vehicle	Any type of land-based machine on wheels or on self-laid tracks made or intended to be propelled other than by manual or animal power, including any trailer or other attachment that is normally towed by or operated from any such machine. Motor vehicle does not include aircraft.

When we say	We mean
Motorcycle	A motorised bike or vehicle on which the rider typically sits astride to drive. It includes motorbikes, quad-bikes, and tricycles.
MVIRI code approved assessor	An assessor that complies with the voluntary national Motor Vehicle Insurance and Repair Industry Code (MVIRI Code) as agreed by the Smash Repair and Insurance Industry Implementation Taskforce on 23 May 2006 and any changes as agreed from time to time by the Code Administration Committee. To assess whether your vehicle is a total loss, we will only appoint a MVIRI Code-approved assessor.
Occurrence	An event during the period of insurance (including continuous or repeated exposure to substantially the same general conditions), which results in personal injury or damage to property which you neither expected nor intended to happen. We will treat all personal injury or damage to property resulting from one original cause as caused by one occurrence. In Section 8 - a latent personal Injury first occurs on the day it was first medically diagnosed provided that it is first diagnosed during your period of insurance.
Period of insurance	The time between the start date and end date shown on your Policy Schedule during which we have agreed to provide cover. If your Policy ends sooner, for example your Policy is cancelled, the period of insurance ends at the same time.
Personal effects	Personal items you own designed to be worn or carried, except for money, firearms, tools or items used in connection with a business or occupation, or accessories.
Personal injury	(a) bodily injury (including death), sickness, disease, disablement, shock, fright, mental anguish and mental injury; (b) latent personal injury (as described in a. above) that is first diagnosed by a qualified medical person during the period of insurance.
Policy	Includes this PDS, your Policy Schedule and any future documents issued to you that amends the Policy wording or your Policy Schedule.
Policy Schedule	(a) your current Policy Schedule; (b) the renewal notice you have paid; or (c) the alteration advice sent to you. It contains details of the types of cover and levels of insurance you have selected and any special conditions or endorsements that apply to your cover.
Pollutants	Any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, material to be recycled or waste.
Premium	The amount you pay for the insurance provided by this Policy, including any taxes and other government charges.
Security interest	A security interest as defined in section 12 of the *Personal Property Securities Act 2009* (Cth).

When we say	We mean
Semen	Any fluid of a male animal which contains spermatozoa in suspension to be used for the artificial insemination of breeding stock.
Sum insured	The amount selected by you as the total sum insured payable under a particular section of this Policy, or for a particular cover or item. Your Policy Schedule lists any sums insured you have selected. For some covers we may pay above the sum insured. Details can be found in the relevant benefit. If you can claim an Input Tax Credit (ITC) on the replacement of any property, the corresponding sum insured will not include GST. If you can't claim an ITC, the sum insured will include GST.
Theft	A person has taken your property without your knowledge, prior consent or agreement, intending to permanently deprive you of it.
Total loss	Where your insured property is damaged or destroyed beyond economical repair, or lost and irretrievable.
Tsunami	A sea wave caused by a disturbance of the ocean floor or by seismic movement.
We, us, our	QBE Insurance (Australia) Limited, ABN 78 003 191 035 AFSL 239545.
You, your, yours	The person(s), companies, firms or organisations named in your Policy Schedule as the insured. In Section 3 – 'Boat cover' it also includes any person you allow to control your boat. In Section 8 – 'Farm Liability', it includes: (a) your Australian subsidiaries, including those you divest during the policy period for liability arising out of an occurrence before the divestment; (b) your and your Australian subsidiaries': (i) directors, executive officers, employees, volunteers, work experience students, partners and shareholders acting within the scope of their duties; (ii) principals for liability for the acts or omissions of the named insured and its Australian subsidiaries in their performance of work for those principals, subject to this Policy's extent of cover and limit of liability and only to the extent of the named insured's direct liability; (iii) partners, joint venture partners, co-venturers or joint lessees for liability incurred as the partnership, joint venture, co-venture or joint lease, but only where you assume active control of, or are required to arrange insurance for, the partnership, joint venture, co-venture or joint lease; (iv) office bearers and members of social and sporting clubs, canteen and welfare organisations, first aid, fire and ambulance services formed with your consent for liability arising from their duties as office bearers and members;

When we say	We mean
	(v) directors and senior executives for private work undertaken by your employees for such directors or senior executives; (vi) directors, executive officers and employees and their accompanying family members on any commercial trip or function in connection with your farm business; (vii) employee superannuation funds or pension schemes the named insured manages (or is managed on its behalf), including the trustees and directors of the corporate trustee of any these funds or schemes unless it has a corporate fund manager. If your Policy Schedule names more than one person as the insured, we will treat an act, omission, statement or a claim by any one of those persons as an act, omission, statement or claim by all of them.
Your farm	The land you use to carry out your farm business, including any land you lease or share.
Your vehicle	The motor vehicle described in your Policy Schedule, including signwriting or fixed advertising signs or materials forming a permanent part of your vehicle. Under Section 7 - 'Farm vehicle', motor vehicle does not include any: (a) sedan, station wagon, panel van, four-wheel drive motor vehicles and sports utility vehicles; or (b) goods carrying motor vehicles with a 3,500 kilogram GVM or lesser.

Section 1 - Home

Words with special meaning

There are some words in this section that have a special meaning. These words and their meanings are listed below.

Word or term	Meaning
Above-ground swimming pool	a pool that has most of its water volume above the average ground level of the ground that the pool occupies and its immediate surrounds.
Action of the sea	tidal wave, high tide, king tide, storm surge or any other movement of the sea except for tsunami.
Antiques	an item valued for its rarity, aesthetic or historical significance which is over 100 years old. It does not include jewellery, watches or collections.
Bodily injury	physical bodily harm including sickness or disease, and any resultant required care, loss of services, loss of consortium or death.
Catastrophic event	a naturally occurring event which causes extensive and widespread damage to property in the local vicinity of your home, resulting in a surge in building costs due to the sudden increase in demand for materials and labour.
Contents	items (a) to (h) below, while they are at the address, and that belong to you or your family or for which you or your family are legally liable to protect from loss or damage. Contents includes the following: (a) all household goods (including carpets whether fixed or not, curtains and internal blinds, unless you regularly lease out your home on an unfurnished basis), personal effects and money; (b) articles of special value which you have listed in the Policy Schedule under 'specified contents'; (c) if you live in a strata title building, the internal paintwork, wallpaper and any fixture or structural improvement within or attached to that residence which the body corporate is not required by law to insure; (d) if you are a tenant, landlord's fixtures and fittings for which you are legally liable and fixtures and fittings installed by you for your own use; (e) any of the following equipment if it does not require registration: (i) golf buggies; (ii) motorcycles with an engine capacity of up to 125cc; (iii) domestic garden equipment, including ride on mowers; (iv) motorised wheelchairs; or (v) battery powered children's toys. (f) canoes, kayaks, surfboards, surf-skis or sailboards, and any other watercraft up to: (i) four metres in length; and (ii) 10 horsepower. This means that if the watercraft is not a canoe, kayak, surfboard, surf-ski or sailboard and it is either longer than four metres or is powered by a motor or engine that is greater than 10 horsepower, it is not covered. A watercraft motor: (i) no more than 10 horsepower; and (ii) not attached to a watercraft; and (iii) at the address, will be treated by us as a watercraft accessory. If it is over 10 horsepower, it is not covered. (g) furniture and equipment of an office used by you or your family in your own business in the home and tools and equipment used for earning income by you or your family. Contents does not include: (a) fish, birds or animals of any description; (b) trees, shrubs and any other plant life including grass or lawns, or soil, bark or mulch (other than pot plants); (c) any caravan or trailer; (d) motorised vehicles other than those listed under 'What contents includes'– (e); (e) watercraft other than those listed under 'What contents includes' – (f); (f) aircraft (other than a non-pilotable model aircraft or drones, hang glider, or kite) or their accessories; (g) accessories or spare parts, keys or remote locking or alarm devices of motor vehicles (including motorcycles and motor scooters), caravans, trailers, aircraft or watercraft while they are in or on the motor vehicle, caravan, trailer, aircraft or watercraft; (h) any property: (i) illegally in your possession; (ii) stored in a dangerous and illegal way; or (iii) any equipment connected with growing or creating any illegal substance. (i) commercial or retail trade stock other than business stock temporarily stored inside the home; (j) your home or any part of your home.

Word or term	Meaning
Damage or Damaged	when property insured by this Policy is physically harmed, but not from wear and tear, and its value or usefulness is permanently reduced. It also includes where property insured is destroyed or unrecoverable. It does not include: • where property can be cleaned using ordinary household chemicals and cleaning processes to bring it back to its pre-event condition. Property may be considered to be damaged if only professional cleaning can bring it back to its state prior to the event; or • scratching or denting which is cosmetic and that's the only damage; or • any change a tenant makes to the property that is permitted by you under the lease agreement or the relevant residential tenancy legislation.
Earth movement	includes landslide, landslip, mudslide, subsidence and the heaving, collapsing, vibration, erosion, settlement or shrinkage of earth but not earthquake. Note: 'Heave' is the upward movement of the earth supporting a building because of the expansion of soil.
Home	each private dwelling, residential flat, home unit or townhouse, shown on your Policy Schedule, used entirely or primarily as a place of residence at the address shown in the Policy Schedule. Home includes the following: (a) outbuildings, fixtures and structural improvements including in-ground swimming pools, courts used for sporting activities, in-ground spas, saunas, fixed solar photo-voltaic systems, water tanks, jetties and pontoons all of which are used for domestic purposes; (b) granny flats adjacent to and using the same fixed services from the home; (c) fixed light fittings, fixed ceiling coverings, fixed wall coverings and fixed floor coverings; (d) carpets, curtains, drapes and internal blinds (but only if the home is leased, or is vacant and is intended to be leased, by you to a person or organisation not named in your Policy Schedule); (e) services (whether underground or not) that are your property or which you are liable to repair or replace or pay the cost of their repair or replacement; (f) landscaping, paved or concrete pathways and driveways, retaining walls, fixed artificial grass, fences and gates (attached to or adjacent to the home); (g) masts, aerials, antennas, satellite dishes, fixed hot water systems, and fixed clothes lines.

Word or term	Meaning
	Home does not include: (a) carpets (whether fixed or not), curtains or internal blinds, unless you regularly lease out your home on an unfurnished basis; (b) (i) earth or gravel pathways or driveways or other unpaved surfaces; (ii) bridges or causeways. However, we will insure item (ii) when agreed to by us and listed under Section 5 - 'Farm Property'; (c) (i) a hotel, motel, nursing home or boarding house; (ii) properties managed by or used as serviced apartments, hotels, motels, resorts, inns or similar venues for accommodation; (iii) a caravan (whether fixed to the address or not); (iv) blocks of flats, unless this is expressly endorsed on your Policy Schedule; (v) strata title, company title or community title property (or where a strata title, company title or community title should have been in place at the time of loss). However, we will insure contents contained within any Strata title, company title or community title that is used as a home; (d) any building used for any business or trade, except a dwelling used principally as a place of residence that also contains a home office; (e) a building in the course of construction; (f) a building in the course of being demolished, or that is pending demolition; (g) a temporary building or structure; (h) trees, shrubs and any other plant life including grass or lawns, or soil, sand, gravel, bark or mulch; (i) (i) any stables, machinery or hay sheds and tanks and services attached to these buildings; (ii) any entrance gates and/or any boundary and internal fencing; (however, we will insure items (i) and (ii) when listed under Section 5 – 'Farm property'); (j) dams, dam liners or earth irrigation channels or canals.
Insured event	the events listed in Section 1 – 'Home and contents' – Insured events 1. to 15., which we will insure you against, subject to the Policy conditions and exclusions.

Word or term	Meaning
Lease agreement	the written and enforceable agreement between you and your tenant to rent your home and which is subject to and compliant with the Residential Tenancies Act or similar in your state or territory, whether the agreement is for a fixed term, periodical or a tenancy at will immediately following a lease agreement.
Model aircraft or drone	a micro or very small, remotely piloted aircraft that's a toy, or flown solely for hobby, leisure, sport or recreational purposes, provided that it: • isn't a kite; • is registered, if required by law; • isn't used for anything other than the purpose for which it was originally designed; • has a wingspan of no more than 150 centimetres; • weighs no more than two kilograms, including anything in, on or attached to it (for example, a camera or gimbal); and • costs no more than $1,500 when new including anything in, on or attached to it. A model aircraft or drone does not include anything that is ever used in connection with or in relation to any commercial purpose or earning any income.
Open air	is restricted to the address and includes: (a) any area without a fixed covering such as a ceiling or roof that entirely covers a fully enclosed and lockable area or lockable structure; and (b) non-lockable parts of your home. For example, the back yard would be considered the open air even if it is surrounded by a fence and has locked gates because it has no roof or ceiling. It also means in or on a motor vehicle, motorcycle, trailer or caravan, at the address whether those vehicles are locked or not, unless the vehicle is in a fully enclosed, locked, private, structure (for example your own garage to which no-one else has access).
Pairs or sets	two or more articles with a collective value that exceeds the sum of their individual values.
Paraplegic or quadriplegic	paraplegia or quadriplegia that continues for a period of 12 months and for which there is a prognosis made by a qualified and registered medical practitioner that it will continue for an indefinite period.
Personal injury	bodily injury, shock, mental anguish or mental injury, including death. Personal injury does not include the publication or utterance of a libel or slander, any defamation of character nor invasion or breach of privacy.
Power surge	an unexpected, temporary, uncontrolled increase in current or voltage in an electrical circuit. Also known as a power swell, brown out, voltage variation or power spike.
Primary residence	the home where you reside for the majority of the period of insurance.

Word or term	Meaning
Reasonable cost, reasonable additional cost	if we arrange the repair, rebuild, replacement or work for which a cost is incurred: the actual cost that we incur. If you arrange the repair, rebuild, replacement or work for which a cost is incurred with our prior consent: the actual cost as set out in a valid tax invoice. If you arrange the repair, rebuild, replacement or work for which a cost is incurred without our prior consent because of an emergency and you act reasonably in: • making arrangements by engaging reputable service providers or sourcing replacement property at market rates; or • arranging repairs, rebuild or replacements at market rates that are necessary to restore your property to a condition no better than when new; or • taking proportionate steps to protect your property from further damage: the actual cost as set out in a valid tax invoice. If you arrange the repair, rebuild or replacement or work for which a cost is incurred without our prior consent because of an emergency and you do not act reasonably: the cost that you would have incurred if you had acted reasonably. If you arrange the repair, rebuild, replacement or work for which a cost is incurred without our prior consent and there is no emergency: the cost we would have incurred if you had obtained our prior consent and we had made the arrangements. In this definition, when we say 'work' this includes services such as: • loss of rent or temporary accommodation. In this definition, when we say 'act reasonably' this means acting prudently, as if you did not have insurance.
Scope of works	an itemised description of all work to be done to repair or rebuild, to a condition substantially the same as but not better than when new, the damage caused to your home by an incident.
Secured	there is no open door, window or screen that allows any person(s) or animal(s) to enter your home.
Specified contents	items of particular value that you have individually listed as specified items and that are listed in your Policy Schedule under Contents – Specified contents.
Specified valuables	valuables that are individually specified in your Policy Schedule under Specified valuables along with their respective values.
Storm surge	the covering of normally dry coastal land by water as a result of wind and low atmospheric pressure caused by a storm.

Word or term	Meaning
Unliveable	the home is unliveable if, due to an incident: • it is unsafe to live in; or • the disabled access and/or mobility handles and rails required by you and/or your family are damaged to the extent that they are no longer fit for purpose; or • it is not furnished such that it is comfortably habitable; or • it does not contain a functioning refrigerator and cooking appliance; or • it does not have functional bathroom facilities; or • it is not connected to the electricity supply; or • it is not connected to hot and cold running water.
Unoccupied	a home is unoccupied in a period of 100 consecutive days if, during that period, the following did not happen: • you, your family, or someone with your consent slept and ate there for at least two consecutive nights in that 100-day period; and • on those two nights the home: ◦ was furnished such that it is comfortably habitable; and ◦ contained at least one usable bed/ mattress; and ◦ contained at least one table or bench and a chair; and ◦ contained a functioning refrigerator and cooking appliance; and ◦ was connected to the electricity supply; and ◦ was connected to hot and cold running water. You may be asked to prove the occupancy of the home in the event of a claim. This may be supported by the usage of the utilities that are connected to the home. Sometimes we might ask for other evidence of occupancy
Unspecified valuables	valuables that are not individually specified in your Policy Schedule.
Valuables	valuable items of personal property which are designed to be worn or carried by a person including jewellery, gold or silver objects, watches, sporting equipment, camping equipment, back packs, sleeping bags, photographic / video equipment, musical equipment, battery operated sound equipment, binoculars, clothing, wheelchairs, crutches, walking sticks, prams / strollers, luggage, mobile phones, portable computers, hearing aids, contact lenses, and eyeglasses.

Subsection 1 – Home and Contents

When you are insured

Your Policy Schedule indicates whether your home and your contents are insured and the sums insured.

The total contents sum insured consists of a sum insured for:

1. unspecified contents; and
2. specified contents.

Cover

There are two types of cover available subject to the limits, conditions and exclusions set out in the Policy wording and your Policy Schedule.

Insured events

If you have selected Insured events cover:

We will indemnify you up to the limit shown in your Policy Schedule or any applicable sub-limits in respect of physical loss of or damage to your home, contents, or both, directly caused by any of the Insured events at the address during the period of insurance.

Your Policy Schedule will show if you have selected Insured events cover for your home, contents or both.

Accidental damage

If you have selected accidental damage cover:

You are insured against accidental loss or damage to your home, contents, or both at the address during the period of insurance. This includes cover for any of the Insured events (to the extent described or excluded in those insured events).

Your Policy Schedule will show if you have selected accidental damage cover for your home, contents, or both.

Insured events

You are insured against loss or damage caused at the address directly by the following Insured events:

1.
   (a) fire;
   (b) charring, melting or scorching as a result of heat from a fire; and
   (c) smoke, ash or soot from a fire,

   but not for:
   (d) damage deliberately caused by you or someone with your consent;
   (e) damage to an item designed to be exposed to or generate heat, caused in the ordinary course of its use, such as a fireplace, a clothes iron or a cooking or heating appliance, where that's the only damage that occurs; or
   (f) damage to any item caused by scorching, melting or charring without flames, unless you have selected accidental damage cover and this is noted on your Policy Schedule.
2. explosion, but not the cost to repair or replace the item that exploded. For example, we won't pay to replace a hot water system, solar heater or water tank that exploded;
3. storm (including cyclone or hurricane) and/or rain, which may be accompanied by snow, sleet or hail, but not for loss or damage resulting from or caused by:
   (a) storm, rainwater or wind to:
      (i) trees, shrubs or plants (including pot plants); or
      (ii) material awnings, fabric shelters, green houses, swimming pool and spa covers and linings;

(b) storm, rainwater or wind to:

(i) retaining walls;

(ii) free standing walls;

(iii) fences; or

(iv) gates,

that you were aware, or a reasonable person in the circumstances would have been aware, were:

› in a poor or damaged condition before the incident; or

› installed or constructed incorrectly.

(c) flood;

(d) action of the sea;

(e) water seeping through a wall or floor;

(f) fungus, mildew, mould, algae;

(g) atmospheric or climatic conditions other than storm;

(h) water, rain, wind, hail or debris entering your buildings through an opening in any part of your home made for the purpose of alterations, additions, renovations or repairs;

If you have selected Insured events cover, we will not pay more than the greater of:

(i) $5,000; or

(ii) 8% of your unspecified contents sum insured,

for damage to contents in the open air.

This limit does not apply to spas or above-ground swimming pools that are full.

4. lightning or thunderbolt;

5. earthquake or tsunami;

All destruction or damage occurring within seven days of, and as a direct result of, the earthquake or tsunami is regarded as the one insured event.

6. theft or attempted theft;

we will not pay for loss or damage caused by theft:

(a) by any person who is living at the address or visiting the address with the consent of any person who lives at the address;

(b) from any common areas of flats, units or townhouses;

(c) of money, unless it is stolen from within your home and there is evidence that your home has been entered forcibly and violently.

'Entered forcibly and violently' does not include:

(i) entry through a door or window that has been left open or unlocked;

(ii) where your home has been entered with the consent of the owner or occupier of your home.

If you have selected Insured events cover, we will not pay more than the greater of:

(a) $5,000; or

(b) 8% of your unspecified contents sum insured,

for theft of contents in the open air.

If you have selected accidental damage cover, we will not pay more than the greater of:

(a) $10,000; or

(b) 8% of your unspecified contents sum insured,

for theft of contents in the open air;

7. malicious acts, but not for loss or damage intentionally caused by:

(a) you, your family, or your family's visitors;

(b) a tenant, or a tenant's visitors or family;

8. riot, civil commotion, industrial dispute or political disturbance;

9. bursting, leaking, discharging or overflowing of fixed basins, or other fixed apparatus, fixed tanks or fixed pipes used to hold or carry liquid of any kind;

We will also pay for water suddenly escaping from a waterbed or aquarium.

If we accept a claim because damage has occurred as a direct result of the liquid escaping, we will also pay the reasonable costs of locating the cause of the damage, and the costs of reinstating the property damaged or disturbed in the course of work.

We do not pay for:

(a) loss or damage which occurs as a result of your failure to take reasonable steps to prevent further loss or damage once the event was discovered;

(b) repair or replacement of the apparatus, tank or pipe itself;

(c) any costs to repair or replace any part of a shower recess or shower base such as tiles, grouting, or any membrane or waterproofing if any damage is caused by, results from or arises out of any water discharging and/or overflowing and/or leaking.

10. impact by:

(a) a vehicle, an aircraft or a waterborne craft;

(b) space debris or debris from an aircraft, rocket or satellite;

(c) a falling tree or part of a tree;

(d) a mast or a television or radio aerial, antennae or satellite dish that has broken or collapsed, but excluding loss or damage to the mast, aerial, antennae or satellite dish itself,

but not for loss or damage caused by felling or lopping trees at the address, unless the felling or lopping is performed by a licensed professional and any authorisation required to fell or lop the trees has been obtained from the appropriate authorities.

11. breakage of:

(a) any fixed glass, shower base, basin, sink, bath, lavatory pan or cistern if this Policy insures your home;

(b) glass forming part of an item of furniture, or domestic telephone, if this Policy insures your contents,

but not for loss or damage to:

(a) any property other than the broken glass (except for window tinting or shatter-proofing) or shower base, basin, sink, lavatory pan, cistern or telephone;

(b) any item that is chipped or scratched prior to the breakage;

(c) any item where the only damage is chipping or scratching or the breakage does not extend through the entire thickness;

(d) glass in a picture frame or clock;

(e) glass in television sets, radios, VDUs (Visual Display Units) or any other computer or electrical equipment;

(f) glassware, crystal or ornaments;

(g) glass forming part of a greenhouse or conservatory;

(h) mobile cellular telephones,

unless you have selected accidental damage cover.

12. fusion of an electric motor

    We will pay the cost of rewinding the motor or replacing it. For refrigerators and air conditioning units, we pay for the replacement of refrigerant gas and refrigerant dryers, only if replacement of the refrigerant gas or dryer is made necessary because of the fusion.

    We will not pay for:

    (a) fusion of electric motors used fully or partly in connection with your farm business. Items used in connection with your farm business should be insured under Section 11 – 'Machinery breakdown';

    (b) motors more than 15 years from the date of purchase when new or more than 15 years from the date of rewinding;

    (c) the cost of repair or replacement of additional parts or service items, including worn or broken bearings or switches;

    (d) microwave ovens, video or audio equipment, electronic controllers or electronic equipment of any kind;

    (e) leakage of refrigerant gas and maintenance of refrigerant dryers;

    (f) lighting elements (for example, light bulbs or fluorescent tubes) or heating elements, solenoids, fuses or protective devices (for example a fuse or circuit breaker);

    (g) electrical contact points where sparking or arcing occurs during ordinary use;

    (h) motors covered by a manufacturer's guarantee or warranty;

    (i) electronic controllers or other electronics;

    (j) transformers.

13. power surge confirmed by an appropriately qualified contractor to domestic appliances or domestic equipment directly caused by an identifiable and verifiable source outside your home including a lightning strike, an object contacting power lines, the resumption of power following a blackout caused by a storm or unexpected interference with a power company transformer by an animal,

    but not for loss or damage:

    (a) to domestic appliances or domestic equipment more than 15 years from the date of purchase when new; or

    (b) resulting from any power surges caused at the address.

14. erosion, subsidence, landslide or earth movement, but only if it is directly as a result of one of the following Insured events:

    - '2. Explosion';
    - '3. Storm, rainwater or wind';
    - '5. Earthquake or tsunami';
    - '9. bursting, leaking, discharging or overflowing of fixed basins',

    and it occurs no more than 72 hours after the insured event.

    We will not pay for loss or damage caused by any other erosion, subsidence, landslide or earth movement event.

15. damage caused by animals or birds, but not for any damage caused by or resulting from:

    (a) any animal kept at the address;

    (b) rodents or vermin;

    (c) insects (at any stage of their life cycle);

    (d) any gnawing, chewing, pecking, clawing, scratching or in any way polluting or soiling;

        (i) your contents in the open air; or

        (ii) any exterior part of your home; or

        (iii) any part of the interior of your home if you or the occupier has knowingly permitted an animal to enter your home; or

        (iv) any part of the interior of your home that is not fully enclosed and secured prior to and at the time of damage; or

        (v) within the roof cavity or an enclosed crawl space or storage cage.

Maximum limits we will pay

Maximum limits apply to how much we will pay for certain contents items. These items and the limits, based on the type of cover you have selected, are shown in the tables below.

Additional conditions may be imposed, for example, it may be required to keep items in a safe when not being used. We will pay up to the amount specified for each item.

	Insured events	Accidental damage
1. **Works of art, pictures, tapestries, rugs**	$20,000 per item and in total 25% of the sum insured for unspecified contents.	$25,000 per item and in total 25% of the sum insured for unspecified contents.
2. **Items of jewellery, gold or silver articles, furs, watches**	$10,000 per item and in total 25% of the sum insured for unspecified contents.	$10,000 per item and in total 25% of the sum insured for unspecified contents.
3. **Collections of any kind**	$10,000 per collection and in total 25% of the sum insured for unspecified contents.	$20,000 per collection and in total 25% of the sum insured for unspecified contents.
4. **Office equipment you or your family use in your or their own business in your home**	$15,000 in total.	$20,000 in total.
5. **Other equipment you or your family use for earning income** This includes tools, equipment and instruments you use to earn an income other than for your farm business, while they are the address.	$5,000 in total, including a maximum of $2,000 for business stock temporarily stored inside your home for a maximum period of 30 days.	$10,000 in total, including a maximum of $2,000 for business stock temporarily stored inside your home for a maximum period of 30 days.
6. **Accessories or spare parts of motor vehicles (including motorcycles or motor scooters), caravans, trailers and watercraft, not in or on the motor vehicle, caravan, trailer or watercraft**	$1,250 per item up to $2,500 in total.	$2,000 per item up to $4,000 in total.

	Insured events	Accidental damage
We include motor vehicle keys, remote locking or alarm devices as accessories while they are not in or on the motor vehicle, but we do not pay for: ◦ recoding of devices; ◦ changing of accessories; ◦ spare parts of motor vehicle (including motorcycles and motor scooters); or ◦ vehicle locks.		
7. **Money, coins, or bullion**	$1,200 in total.	$1,500 in total.
8. **Photographic and video equipment and musical instruments or musical equipment used for earning income.**	$1,000 per item up to $5,000 in total.	$1,000 per item up to $10,000 in total.

You may obtain higher limits for 1, 2, 3, 6, or 7 in the table above (except for money) by having any of these items specified in your Policy Schedule.

NOTE:

Where an item could be classified under more than one of the above maximum limits 1 to 8, the lower or lowest limit applies.

For example:

A piece of gold jewellery may be considered to be a work of art, however the jewellery sublimit would be applied.

Additional benefits – Applicable to Subsection 1 Home and Contents

The following additional benefits apply. For any additional benefits to be payable, you must suffer or incur the relevant loss, liability or damage during the period of insurance.

We pay additional benefits 1 to 22 listed below as part of the sums insured for your home or contents, depending on the type of cover you have chosen.

1. **Cover for contents when away from the address**

If you have selected Insured events cover and if this Policy insures your contents in your primary residence:

We also insure your contents in a bank or safe deposit, or for a period of up to 180 consecutive days while you or your family are residing in any dwelling or residential flat, boarding house, boarding school, hotel, motel, residential club, nursing home or hospital, anywhere in Australia.

We also insure the unspecified contents that you temporarily entrust to someone else for no more than 60 days, only for personal use at their address.

We will not pay for claims:

(a) for contents that have been entrusted to someone else for more than 60 days; or

(b) for money, negotiables, contents for which we impose a limit under 'Maximum limits we will pay' that have been entrusted.

We also insure your contents when they are being carried by you or your family anywhere in Australia, excluding any cover for theft (apart from any cover provided by Additional benefit – 2. Robbery away from your home).

Under this additional benefit we do not pay for any loss or damage to:

(a) contents in the open (including non-lockable structures) away from the address, or in a vehicle, caravan, tent, watercraft or aircraft;

(b) property used in connection with a profession, trade or business.

We pay up to 20% of the sum insured under unspecified contents shown in the Policy Schedule, however the limits will also apply as set out in the table under Maximum limits we will pay. Contents temporarily entrusted are not insured if a limit applies to those contents.

Contents are not covered for loss or damage if you have permanently removed them from your home, other than:

(a) as provided under Additional benefit 9 – Change of address; or

(b) contents used by a student who is dependent on you for financial support, whilst contained in a school, college, tertiary education campus or a dwelling that is supervised by an educational institute.

If you have selected accidental damage cover and if this Policy insures your contents in your primary residence:

We insure your contents anywhere:

(a) in Australia or New Zealand while you have temporarily removed them from the address; and

(b) in the rest of the world while you have temporarily removed them from the address, for a period of up to 100 days, in any one period of insurance.

We also cover any contents that you purchase anywhere in the world. If the purchased contents increase your total sum insured by more than $5,000 then you must advise us of your increased sum insured when you return home and pay any additional premium we require. All sub-limits in this Policy apply.

Under this additional benefit, we do not insure:

(a) the following items:

(i) contents in transit during a permanent removal from the address (other than as described in Additional benefit 11. – Contents being conveyed to your new residence);

(ii) contents permanently removed from the home (other than as provided in Additional benefit 9.- 'Change of address');

(iii) aircraft (including hang gliders), aerial devices or equipment normally associated with them;

(iv) property used in connection with a profession, trade or business;

(v) motor vehicles (including motorcycles and scooters), caravans and trailers and their spare parts and accessories; or

(b) the following items and their accessories or spare parts while they are contained in or on or attached to a tent, vehicle, watercraft, aircraft or in the open (includes non-lockable structures and non-lockable parts of structures not at the address):

(i) canoes, kayaks, surfboards, surf skis and sailboards or other watercraft;

(ii) ride on golf buggies and ride on mowers.

The maximum we will pay for:

(a) items of jewellery, gold or silver articles, furs, watches;

(b) items of collections of any kind; or

(c) items of mobile phones, portable electronic equipment (including such things as portable computers, PDAs, hearing aids),

while they are temporarily removed from your address, is $10,000 per item, and $20,000 in total, unless you have specified them and they appear in your Policy Schedule under "Valuables" and you have paid any additional premium required.

For all other items the maximum amount we pay while they are temporarily away from your address is subject to the limits described under maximum limits we will pay.

2. **Robbery away from your home**

This additional benefit applies if this Policy insures your contents in your primary residence, and you have selected Insured events cover.

We will insure your handbag and/or wallet and personal effects contained in them if you are assaulted and robbed of your handbag and/or wallet while you are away from your home, if:

(a) you (or if you are hospitalised, someone on your behalf) report the incident to police as soon as possible; and

(b) you can demonstrate evidence of an assault.

The maximum we will pay under this additional benefit is:

(a) for the handbag or wallet, up to $300 each;

(b) for personal effects contained in the handbag or wallet, excluding money and negotiables, up to $300;

(c) for money or negotiables contained in the handbag or wallet, up to a maximum of $400;

(d) a total of $1,000 in any one period of insurance.

3. **Fees**

If this Policy insures your home and it is damaged as a result of an event insured under this Policy and your claim is accepted:

We will pay any reasonable fees which we have approved and which are incurred directly in relation to repair or replacement of your home.

4. **Removal of debris**

If this Policy insures your home and it is damaged as a result of an event insured under this Policy and your claim is accepted:

We pay the reasonable costs of demolition and removal of debris from the address to the nearest authorised facility.

If the damage for which we pay a claim is caused by a fallen tree, which as a result becomes debris, we will remove the tree from the address. We will remove a standing tree or branch that formed part of the tree that caused the insured damage only if:

(a) the remaining tree or branch is unsafe;

(b) the remaining tree or branch only became unsafe as a direct result of the event covered under this Policy causing damage to the tree; and

(c) all necessary approvals have been obtained and removal of the tree or branch would not result in a breach of any laws, by-laws, regulations or contractual obligations.

We will remove a stump that formed part of the tree that caused the insured damage only if:

(a) all necessary approvals have been obtained and removal of the stump would not result in a breach of any laws, by-laws, regulations or contractual obligations; and

(b) not removing the stump would interfere with repairing or replacing the damaged part of your home required to settle your claim.

If this Policy insures your contents, and they are damaged as a result of an event insured under this Policy, and your claim is accepted:

We will pay the reasonable costs of removal of contents debris from the address to the nearest authorised facility.

5. **Extra costs of reinstatement**

If this Policy insures your home, and it is damaged as a result of an event insured under this Policy, and your claim is accepted:

We will pay the extra costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing your home at the address.

If only part of your home is damaged, we pay only the extra costs you incur in repairing that part.

We will not pay any extra costs which resulted from any notice which a statutory authority served on you before your home suffered loss or damage.

6. **Illegal use of credit card or financial transaction card**

If this Policy insures your contents in your primary residence and a credit card or financial transaction card is lost or stolen:

We will pay for any legal liability you incur from its unauthorised use.

We will pay up to:

(a) $7,500, if you have accidental damage cover; or

(b) $5,000, if you have insured events cover.

We will not pay if:

(a) the card does not belong to you or your family;

(b) you have not complied with the card issuer's requirements;

(c) the unauthorised user of the card is someone living at the address.

7. **Visitors' contents**

If this Policy insures your contents in your primary residence:

We will also insure contents up to $5,000 in total, belonging to any visitors temporarily living with you at the address for up to 30 consecutive days.

We will not pay for:

(a) visitors' contents that are insured under another Policy taken out by someone other than you or your family;

(b) any money or negotiable instruments.

8. **Replacement of locks and keys**

If you have accidental damage cover:

We will pay up to $3,000 to replace or alter locks and/or keys if:

(a) locks to your home are damaged; or

(b) keys to your home are lost, damaged or stolen from anywhere in Australia.

If you have Insured events cover:

We will pay up to $2,000 to replace or alter locks and/or keys if:

(a) locks to your home are damaged; or

(b) keys to your home are stolen,

by someone breaking into your home following violent and forcible entry.

9. **Change of address**

If this Policy insures your contents and you are moving into a new home within Australia:

We insure your contents at both addresses for a maximum of 60 days. The maximum we pay at each address will be the proportion of the sum insured that the value of the contents at that address bears to the total value of the contents at both addresses.

You must tell us of your new address within 60 days of first moving to it. If you wish to insure your contents at your new address after that 60 days, we must agree to insure them at that address.

You must pay us any additional premium we ask for and comply with any conditions we impose.

10. **Contracting purchaser**

If this Policy insures your home, and:

You have entered a contract to sell your home, this Policy insures the purchaser from:

(a) when they become liable for any damage to the home until the contract is settled or terminated; or

(b) until the purchaser insures the home,

whichever happens first.

11. **Contents being conveyed to your new residence**

This additional benefit applies if this Policy insures your contents in your primary residence.

We insure your contents if they are damaged while they are in a vehicle being used to convey your contents. The damage must occur directly as a result of:

(a) theft from the conveying vehicle involving the use of violent force;

(b) fire on the conveying vehicle; or

(c) collision and/or overturning of the conveying vehicle,

while your contents are in transit by land to:

(a) your new primary residence; or

(b) a storage facility at which your contents or some of your contents will be temporarily located pending conveyance to your new primary residence,

within Australia.

We do not insure your contents:

(a) for removal to any residence other than one intended to be occupied by you as your principal residence;

(b) for damage to china, glass, earthenware or any other item of a brittle nature;

(c) for damage caused by scratching, denting, bruising or chipping;

(d) outside Australia.

12. **Trees, shrubs and plants**

If you occupy the home insured by this Policy as your primary residence:

We pay for loss or damage to trees, shrubs or plants caused directly by any insured event except for Insured event 3. storm, rainwater or wind or tempest, hail, tornado, cyclone or hurricane, freeze or weight of snow.

If you have accidental damage cover:

We will pay up to $10,000 in total during any one period of insurance.

If you have Insured events cover:

We will pay up to $5,000 in total during any one period of insurance. We do not insure:

(a) grass or lawn; or

(b) any event that is not sudden, accidental and unforeseen.

We only repair or replace trees, plants or shrubs, that are so damaged that they die, are permanently disfigured or not recovered after being stolen.

13. **Frozen Food**

When your contents are insured by this section, we will pay up to $1,000 for spoilage of:

(a) frozen food; or

(b) legally prescribed pharmaceutical drugs that require refrigeration in domestic refrigerators or freezers at the address caused by:

(i) breakdown of the refrigerator or freezer;

(ii) failure of the electricity supply to your home;

(iii) the operation of a safety device following its detection of electric current leakage; or

(iv) the power authority switching off the electricity supply as a safety precaution.

If you have selected accidental damage cover for your contents, we will pay up to $2,000 under this additional benefit for the accidental disconnection or switching off of the power supply to the refrigerator or freezer.

We will not pay for spoilage caused by:

(a) flood;

(b) strikes or industrial action;

(c) the power authority switching off the electricity supply, for any purpose other than as a safety precaution; or

(d) you or anyone who lives with you, switching off or disconnecting the electricity supply, unless it is accidental and you have selected accidental damage cover.

14. **Veterinary expenses for domestic cats and dogs**

If you occupy the home insured by this Policy as your primary residence or this Policy insures your contents in your primary residence:

We will pay the reasonable veterinary expenses incurred by you if your domestic cat or dog, normally kept at the address, is accidentally injured as a result of a road accident, fire, lightning or earthquake.

We will not pay:

(a) costs or expenses resulting from the physical loss, theft or death of an animal including but not limited to post mortem, disposal, burial or cremation;

(b) for routine elective or preventative veterinary treatment such as vaccinations, spaying or heartworm testing;

(c) for treatment of any pre-existing condition;

(d) for treatment of injury or illness arising from or connected with a sporting event, cat or dog show, business, occupation or commercial activity, including but not limited to your farm business, guard dog services, commercial breeding, hire or renting out of the animal; or

(e) if the injured cat or dog was not registered and/or micro-chipped as required by any law or regulation made by any government or public authority.

If you have accidental damage cover:

We will pay up to $1,250 in total during any one period of insurance.

If you have Insured events cover:

We will pay up to $1,000 in total during any one period of insurance.

15. **Taxation audit**

If you occupy the home insured by this Policy as your primary residence or this Policy insures your contents in your primary residence:

We will pay or reimburse you for accountant's fees which you reasonably incur as a result of your personal taxation affairs being audited by the Australian Taxation Office.

The maximum we will pay is $5,000 for any one audit. We will not pay or reimburse you for any:

(a) fines, penalties or shortfall in the amount of tax payable;

(b) audit conducted in relation to criminal activity;

(c) audit that relates to your farm business or any other business;

(d) audit not commenced during the period of insurance;

(e) fees incurred outside any statutory time limit;

(f) fees incurred as a result of any fraudulent act or fraudulent admission or any statement made by you or on your behalf to a taxation officer which:

(i) is false or misleading in a material particular; and

(ii) can be attributed to deliberate evasion or recklessness leading to a tax shortfall penalty or imposition of additional tax exceeding 25%.

(g) audit conducted in relation to any facts or circumstances of which you were aware, or ought to have been aware, prior to the commencement of this Policy which were likely to lead to your making a claim under this Policy;

(h) fees incurred in relation to any enquiries from the Australian Taxation Office which are not related to an identified intention to conduct an audit; or

(i) any fees in relation to any Self Managed Superannuation Fund (SMSF) audits.

16. **Legal defence costs**

If you occupy the home insured by this Policy as your primary residence or this Policy insures your contents in your primary residence:

We will pay or reimburse you for your legal fees, costs, and expenses which you reasonably incur in legal proceedings initiated against you by a third party (and defended by you) but only where the proceedings are commenced in Australia during the period of insurance.

The maximum we will pay is $10,000 for any one claim or series of claims arising from the same cause or event.

We will not pay or reimburse you for proceedings or claims:

(a) for or relating to fines, penalties, punitive damages;

(b) by family members including spouse, ex-spouse, partner, or ex-partner;

(c) for or relating to divorce, separation, child visiting, maintenance or property disputes;

(d) for or relating to dishonesty, intentional violence, or misconduct;

(e) for or relating to defamation or slander;

(f) relating to facts or occurrences, occurring prior to the commencement of the Policy which you knew or ought to have known at the time of commencement of this Policy, would, or might, give rise to a claim;

(g) initiated, threatened or commenced prior to the commencement of this Policy;

(h) under or relating to any workers' compensation legislation, industrial award or agreement, or statutory accident compensation scheme or compulsory third party insurance;

(i) which could have been made under Section 2 – 'Legal liability' if you had chosen to insure your home (if you own it) or your contents.

17. **Waiver of excess if your property is a total loss**

You are not required to pay an excess if we agree to pay a claim as a result of damage that renders your home, contents, or both a total loss.

18. **Monitored alarm attendance after theft**

If this Policy insures your contents in your primary residence:

We will pay for the reasonable costs actually incurred by you for the security firm that monitors your burglar alarm to attend your home during or immediately after an actual or attempted theft from your home if:

(a) there is evidence of forcible or violent entry;

(b) the theft or attempted theft is not committed by any person who is living at the address; and

(c) you report the incident to police as soon as reasonably possible after the theft or attempted theft occurred.

If you have accidental damage cover:

We will pay up to $2,500 during any one period of insurance.

If you have Insured events cover:

We will pay up to $2,000 during any one period of insurance.

We will not pay:

(a) for any false alarms; or

(b) where there is no evidence of a theft or an attempted theft.

19. **Replacement of documentation**

If this Policy insures your contents in your primary residence:

We will pay up to $2,500 for the reasonable costs to replace the following documentation directly damaged as the result of an event that has caused a claim that has been accepted:

(a) title deeds;

(b) birth certificates;

(c) a marriage certificate;

(d) passports;

(e) drivers' licences;

(f) proof of age card.

20. **New replacement residence – temporary cover**

If this Policy insures your home:

We will provide cover for the carpets, curtains and internal blinds and other contents items included in the sale contract of an additional residential building when you purchase it, for a maximum of 42 days from the date you sign a contract of purchase.

The amount of cover provided is limited to the sum insured on your home shown in your Policy Schedule.

We only provide this cover when the residential building is replacing your home in your Policy Schedule as your primary residence.

21. **Building materials**

If this Policy insures your home, which is your primary residence:

We will pay up to $2,000 in any one period of insurance if your unfixed building materials are lost or damaged at the address due to an event covered by this Policy. Cover only applies to building materials intended to be used for repairs, alterations or additions to your home at the address. We do not insure soil, sand, gravel, bark or mulch or any similar materials. We do not cover any gas or electrical appliances unless they are in a locked and fully enclosed building where those items are not visible from the outside of the building.

22. **Identity fraud**

If this Policy insures your contents in your primary residence and you have selected accidental damage cover and:

Your identity is stolen by someone knowingly using your personal details without lawful authority for fraudulent use and/or financial gain we will pay up to $5,000 during any one period of insurance for your costs and expenses incurred to restore your identity from its unauthorised use.

Our liability under this additional benefit is limited to:

(a) legal expenses for defence against a business or its collection agency from which goods or services have been purchased fraudulently;

(b) legal expenses for removal of any wrongfully recorded civil or criminal prosecutions or to challenge consequent incorrect information available on your consumer credit report;

(c) loss of wages up to $2,000 per week, and up to $5,000 in total that would have been earned but were not, solely because it was necessary for you to rectify records in relation to your true name or identity;

(d) loan application fees incurred as a result of re-applying for loans because you have been allotted incorrect credit information due to fraud;

(e) costs for notarizing affidavits, telephone calls and certified mail expenses to law enforcement and/or financial institutions;

(f) reasonable legal fees and court costs, if incurred with our approval.

We will not pay any claim where the identity theft:

(a) is caused by:

(i) you or your collusion;

(ii) your family or their collusion;

(iii) an ex-partner; or

(iv) someone who normally lives with you.

(b) arises out of:

(i) you or your family committing an illegal or dishonest act;

(ii) you breaching any security requirements or conditions imposed by any financial institution, such as in relation to your password or personal identification number or personal access number;

(iii) business interruption in relation to any business.

Claims are only payable under this additional benefit if:

(a) you have accidental damage cover;

(b) you are an Australian resident;

(c) the identity fraud occurs within Australia; and

(d) all losses and expenses are incurred within Australia.

We will not re-pay any loans or other amounts fraudulently procured in your name.

We will not pay any:

(a) fines or for any infringements or penalties imposed;

(b) costs that are or could be reimbursed from another party, for example, a financial institution.

This benefit does not apply to you if you have selected Insured events cover.

We will pay Additional benefits 23., to 31., over and above your sum insured for your home or your contents, depending on the type of cover you have chosen.

23. **Loss of rent or temporary accommodation**

We will pay the following benefit if your home is damaged by an insured event and it is unliveable as a result:

If this Policy insures your home:

We will pay up to:

(a) $20,000; or

(b) 20% of the sum insured for your home,

whichever is the higher, for:

(a) loss of rent or rentable value if your home is tenanted or is between tenants at the time the loss or damage occurred;

(b) additional cost of:

(i) reasonable temporary accommodation;

(ii) emergency storage of your contents;

(iii) emergency accommodation of your pets,

where the home is your primary residence.

If this Policy insures your contents:

We will pay up to:

(a) $20,000; or

(b) 20% of the sum insured for your contents,

whichever is the higher, for:

(a) loss of rent or rentable value if your home is a strata title residence and it is tenanted or is between tenants at the time the loss or damage occurred;

(b) additional cost of:

(i) reasonable temporary accommodation;

(ii) emergency storage of your contents;

(iii) emergency accommodation of your pets,

where you are a tenant or strata title owner permanently residing in your home.

We will discuss with you your particular needs if, because of a catastrophe, there is no suitable accommodation available at a reasonable cost.

24. **Forced evacuation by government authority**

If you occupy the home insured by this Policy as your primary residence, and:

Your home cannot be lived in because a Government Authority prohibits you from using it because of one of the following incidents:

(a) damage to a home, road or street caused by an event that is covered by this Policy;

(b) a burst water main;

(c) a bomb threat or bomb damage;

(d) street riot;

(e) lift malfunction at the insured address (and you have a medical certificate stating you must use a lift),

and emergency services refuse you access to your home or unit or evacuate you for safety reasons,

we will pay any increase in your living expenses for up to 60 days that is necessary and reasonable to maintain your household's normal standard of living.

If this Policy insures your contents, and if you cannot access your home or unit because of one of the following incidents:

(a) damage to a home, strata title property, road or street caused by an event that is covered by this Policy;

(b) a burst water main;

(c) a bomb threat or bomb damage;

(d) street riot;

(e) a lift malfunction at the insured address (and you have a medical certificate stating you must use a lift);

and emergency services refuse you access to your home or unit or evacuate you for safety reasons,

then:

- if you own and live in your home or unit, we will pay the reasonable temporary accommodation costs for you and your pets that you normally keep at your insured address; or
- if you are a tenant, we will pay any reasonable extra rent costs for your temporary accommodation for you and your pets that you normally keep at your insured address,

for up to 60 days from when the incident occurred.

If this Policy insures the home that you let to tenants, and:

Your home cannot be lived in because a government authority prohibits you from using it, because of one of the following incidents:

(a) damage to a home road or street caused by an event that is covered by this Policy;

(b) a burst water main;

(c) a bomb threat or bomb damage;

(d) street riot;

(e) a lift malfunction at the insured address (and your tenant has a medical certificate stating they must use a lift);

and emergency services refuse you access to your home or unit or evacuate you for safety reasons, we will pay any resultant rent lost.

We will pay up to a maximum of 20% of the sum insured for your home for loss of rent or rentable value if your home is tenanted or is between tenants at the time the loss or damage occurred.

We do not cover loss due to cancellation of a lease or agreement including if a tenant decides to leave without giving proper notice.

Under this additional benefit, we will not pay for:

(a) loss of rent if your home has been untenanted for 30 or more consecutive days immediately before the loss;

(b) any rent lost outside the period of forced vacancy;

(c) any rent lost later than 12 months after the damage occurs.

25. **Automatic reinstatement of sum insured**

This benefit applies to the sums insured for your home and unspecified contents as shown in your Policy Schedule.

Following payment of a claim, other than a claim for a total loss, the sum(s) insured will be reinstated, unless you request otherwise.

26. **Inflation adjustment**

This benefit only applies to your home and contents sums insured as shown in your Policy Schedule.

During each period of insurance, we increase the home and contents sums insured by 0.5% of the relevant sum insured shown in your current Policy Schedule per month until the next renewal date.

27. **Compensation for death**

If this Policy insures your contents in your primary residence, and:

(a) an insured event at the address caused a physical injury to you or a member of your family who normally resides with you; and

(b) the physical injury directly caused the death of you or the member of your family; and

(c) the insured event also caused damage to your property at the address for which a claim has been accepted under this Policy.

We will pay up to $15,000 in total during any one period of insurance to the legal representative of the deceased person.

28. **Modifications to your home**

If you occupy the home insured by this Policy as your primary residence, or this Policy insures your contents in your primary residence, and:

As a direct result of an insured event occurring at the address for which a claim has been accepted:

(a) you; or

(b) a member of your family normally living with you,

permanently become a paraplegic or quadriplegic,

If you have accidental damage cover:

We will pay up to $25,000 for the cost incurred by you in modifying your home or in relocating you to a suitable home.

If you have Insured events cover:

We will pay up to $20,000 for the cost incurred by you in modifying your home or in relocating you to a suitable home.

29. **Legal costs of discharging a mortgage**

If this Policy insures your home:

We will pay the reasonable legal costs incurred in discharging your mortgage following settlement of a claim for a total loss.

30. **Environmental upgrade benefit**

Applicable only when this policy insures your home

If your home is assessed as a total loss as the result of an insured event, and we rebuild your home, we will pay up to a maximum of $5,000 of the cost to you, after the deduction of any rebate to which you are entitled under any government or council scheme, to install any of the following:

(a) rain water tank;

(b) solar power system (solar hot water heating system or photo-voltaic electricity system);

(c) hot water heat exchange system; or

(d) grey water recycling system.

A rain water tank includes the tank and necessary pump, wiring, foundations, stand, pipes and installation costs.

A solar power system includes any photo-voltaic or solar panels and necessary water tank, pump, wiring, supporting framework, inverter, electricity meter, ducting, pipes and installation costs.

A hot water heat exchange system includes the heat exchange system and necessary wiring, stand, pipes and installation costs.

A grey water recycling system includes the recycling system, wiring, pipes and installation costs.

Applicable only when this Policy insures your contents

If your claim is accepted for one of the following items:

(a) refrigerator;

(b) freezer;

(c) washing machines (but not clothes dryers);

(d) dishwashers,

it is a total loss, and it had an energy star rating of less than three stars, then we will replace the item with an equivalent item that has an energy rating of at least three stars.

If your claim is accepted for a clothes dryer, it is a total loss, and it had an energy star rating of less than two stars, then we will replace the item with an equivalent item that has an energy rating of at least two stars.

31. **Water in storage Tanks**

If this policy insures your home:

We will pay up to $10,000 in any one period of insurance if your home is damaged by an occurrence and water in home storage tanks is lost, damaged, or used for fire protection activities at the address.

We will only pay this benefit:

(a) for water stored for domestic purposes; and

(b) if there is no water supply available at the address.

Optional benefit

If you select the following optional benefit and we agree to provide the benefit to you, an additional premium will apply. Whether we agree to provide the optional benefit will depend on our underwriting rules and processes at the time.

If you have selected and paid for the optional benefit, it will be shown in your Policy Schedule.

Valuables

If you have selected and paid for this option, we insure you and your family for loss of or damage to unspecified or specified valuables anywhere in Australia or New Zealand, and anywhere else in the world:

(a) for up to 60 days in any one period of insurance, if you have insured events cover; or

(b) for up to 100 days in any one period of insurance, if you have accidental damage cover.

Unspecified valuables

The unspecified valuables option is only available if you have selected Insured events cover. Unspecified valuables are automatically covered by Additional benefit 1 – Cover for contents away from the address if you have selected accidental damage cover.

You can select unspecified valuables without having to specify individual items, but you need to nominate a total sum insured to cover all unspecified valuables. Your Policy Schedule will indicate if you have chosen cover for unspecified valuables and the total sum insured for unspecified valuables.

Specified valuables

Specified valuables cover is available if you have selected either Insured events or accidental damage cover.

If you select specified valuables cover, then you must specify each item you wish to insure as a specified valuable and provide valuations and/or receipts for each item, if we tell you that this is required. Your Policy Schedule will indicate if you have chosen specified valuables option.

If you have selected Insured events cover and require cover for valuables while they are temporarily removed from the address, and those valuables are not covered under Additional benefit 1. – Cover for contents away from the address, then you must specify each item you wish to insure as a specified valuable.

If you have selected accidental damage cover, Additional benefit 1. – Cover for contents away from the address automatically covers:

(a) jewellery, gold or silver articles, furs, watches;

(b) collections of any kind; and

(c) mobile cellular telephones, portable electronic equipment (including portable computers, PDAs, hearing aids),

while they are temporarily removed from the address, up to $10,000 per item and a total of $20,000. In addition, other portable items that have sub-limits listed in the tables within section 'Maximum limits we will pay' are automatically covered up to their sub-limits under Additional benefit 1. – Cover for contents way from the address while they are temporarily removed from the address.

If you wish to insure any of these items while they are temporarily removed from the address for amounts greater than the limits provided under Additional benefit 1. – 'Cover for contents when away from the address', then you need to select and pay for this specified valuables option.

What you are not covered for

The following items are not covered under this optional benefit:

(a) money, negotiables or financial transaction cards;

(b) unset precious or semi-precious stones;

(c) items being cleaned, repaired, restored, or on exhibition away from the address;

(d) vehicles (including motorcycles and motor scooters), aircraft, aerial devices, watercraft or anything associated with these items;

(e) property used in connection with a profession, trade or business, or otherwise for reward;

(f) bicycles, unless you have insured them as specified valuables. Bicycles are not covered under unspecified valuables.

How much we will pay for loss or damage

The most we'll pay is:

(a) for unspecified valuables, up to the total sum insured for unspecified valuables. However, for each unspecified item, we will not pay more than 25% of the sum insured for unspecified valuables on the Policy Schedule;

(b) for specified items, up to the sum insured shown on the Policy Schedule against the item,

less any applicable excess(es).

Subsection 2 – Legal liability

What you are covered for

Your home

If this Policy covers your home or, if your home is a strata titled residence and your contents are insured under this Policy, we insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable to pay for the:

1. death of or personal injury to any person;
2. loss of or damage to property,

resulting from an occurrence during the period of insurance, arising out of the ownership of your home or occupancy of your home.

In this section we include land, trees, shrubs and other plant life on the address as part of your home.

Your contents

If this Policy covers your contents, and your home is your primary residence, we insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable to pay for the:

1. death of or personal injury to any person;
2. loss of or damage to property,

resulting from an occurrence during the period of insurance, anywhere in the world that is not related to the ownership of your home.

What we will pay

1. We pay up to $30,000,000 for any one occurrence.
2. We do not pay more than this amount in total under all Policies we have issued to you which cover the same liability.
3. In addition to this amount, we will pay legal costs for which we have provided prior written approval.

Additional benefits applicable to Subsection 2 Legal Liability

1. **Motor vehicle liability**

This additional benefit applies only when you occupy the home insured by this Policy as your primary residence or this Policy insures your contents in your primary residence.

What we insure you and any member of your family for

We insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable to pay for:

(a) the death of or personal injury to any person;

(b) the loss of or damage to property,

arising from the ownership, custody, or use of:

(a) any motor vehicle (excluding motorcycles and quad bikes) that is not required to be registered by law;

(b) any motorcycle with an engine capacity of 125cc or less that is not required to be registered by law;

(c) any motorised wheelchair;

(d) any domestic trailer not attached to any vehicle,

resulting from an occurrence during the period of insurance.

We also insure you or any member of your family against claims for:

(a) death or personal injury caused by you or your family solely as a result of you or your family being passengers in a registered vehicle;

(b) death or personal injury caused by any registered vehicle if the occurrence causing the death or personal injury takes place at the address,

during the period of insurance.

What we do not insure you or any member of your family for

We do not insure you or your family if you or your family are entitled to be wholly or partly:

(a) insured by any compulsory statutory insurance or accident compensation scheme, or would have been, but for failure to register the vehicle or to apply for cover under the scheme or to comply with a term or condition of the scheme; or

(b) protected by any other policy of insurance which specifically covers the vehicle (except where this exclusion would contravene section 45 of the *Insurance Contracts Act 1984* (Cth)).

2. **Committee member of a social or sporting club**

This additional benefit applies only when you occupy the home insured by this Policy as your primary residence or this Policy insures your contents in your primary residence.

What we insure you and any member of your family for

We insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable in Australia to pay for an alleged or actual act or omission arising out of your or their position as a committee member of a sporting club or social club.

We will not pay if you receive more than $2,000 per year in remuneration or other payments for holding the position.

The most that we will pay under this additional benefit in any one period of insurance is $10,000.

What we do not insure you or any member of your family for

We do not insure you or your family against liabilities arising from:

(a) any act or omission for which you or your family receive reimbursement from the sporting or social club; or

(b) any act or omission which is committed or alleged to have been committed prior to the period of insurance commencing or after it has ended.

3. **Liability cover for the address continues following a total loss**

If your home is a total loss as the result of an insured event and your home Policy is exhausted and comes to an end, we will continue to provide you with this liability cover in relation to the address that your home formerly occupied until the earliest of:

(a) any construction commencing at the address;

(b) the sale of the address or any part of it;

(c) another Policy that includes liability cover being taken out in relation to the address;

(d) the commencement of construction of a home to replace the insured home at another address; or

(e) six months from the date of the damage that caused the total loss.

What you are not covered for under Subsection 2 – Legal Liability

1. We do not insure you or your family:

(a) against any liability caused by or arising directly or indirectly, out of or in connection with the actual or alleged use or presence of asbestos;

(b) against fines, penalties, or punitive, aggravated, multiple or exemplary damages;

(c) under this Subsection if the liability arises from an occurrence that could be partly or fully insured under Section 8 - 'Farm liability'.

2. We do not insure you or your family against liability arising from:

(a) any agreement, unless liability would have attached to you or your family if that agreement did not exist, or, unless the agreement is a lease agreement for your residential tenancy that complies with the relevant Residential Tenancies Act or similar;

(b) death of or personal injury to you or to any person who normally lives with you.

In this exclusion a person normally lives with you if that person:

(i) has used your home; or

(ii) is living with you and intends or intended to use your home,

as their primary residence for 60 days or more out of any 90 consecutive day period (irrespective of the commencement date of the Policy) during which there is an occurrence;

(c) death of or personal injury to anyone employed by you or by someone who lives with you if the death or injury arises out of their employment;

(d) damage to property belonging to you or any person who normally lives with you or to your or their employees;

(e) any workers' compensation legislation, industrial award or agreement, or statutory accident compensation scheme;

(f) the ownership, custody, or use of any lift (other than a lift that exclusively services your home, and provided your home is freestanding and solely occupied by you and your family), aerial device or aircraft (including hang gliders, but excluding model aircraft or drones or toy kites), aircraft landing area, boat exceeding four metres in length (except canoes, surfboards, surf skis or sailboards) or motorised watercraft in excess of 10 horsepower;

(g) the conduct of any activity carried on by you or your family for reward except for letting your home for domestic purposes or babysitting on a casual basis.

Babysitting cannot be considered to be on a casual basis where:

(i) the babysitting is not of a casual nature;

(ii) any licence or other permission is required by any government body or public authority in order to legally conduct the babysitting;

(iii) the income derived from babysitting is the primary or only source of the household's income;

(iv) there is a registered business associated with the babysitting.

(h) vibration or the weakening of, removal of or interference with support to land, buildings or other property;

(i) building work, construction or demolition of a building, including your home if the value of the work exceeds $100,000;

(j) death or personal injury to any person arising out of pregnancy;

(k) death or personal injury to any person arising out of the transmission of any communicable disease by you or your family;

(l) the ownership of land, buildings or structures other than at the insured address of your home insured by this Policy. If you have insured your contents only, then you are not covered for any legal liability arising from the ownership of any land, buildings or structures;

(m) loss, damage or injury intentionally caused by you or a member of your family or a person acting with your consent or the consent of any member of your family unless the action was reasonable and the intention of the action was to prevent or reduce loss, damage or injury to property or persons;

(n) the lawful seizure, confiscation, nationalisation or requisition of the property insured;

(o) destruction of or damage to property by any government or public or local authority;

(p) the ownership or use of any motor vehicle other than under the cover given by the Additional benefit 1. – 'Motor vehicle liability';

(q) any act or omission that is knowingly illegal, dishonest, fraudulent, wilful, malicious or done with reckless disregard for their consequences by you, your family or a person acting with the consent of you or your family;

(r) any pollutant escaping into or upon land, the atmosphere or any watercourse or body of water.

Exclusions applicable to Section 1 - Home

Intentional, reckless or fraudulent acts

There is no cover under this section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, that is caused by, or arises from or in connection with, any intentional, reckless or fraudulent acts or omissions by:

- you;
- anyone acting with your express or implied consent;
- anyone who owns the home or contents insured under this Policy to any extent; or
- your tenant, your tenant's family or your tenant's visitors.

Illegal activity

There is no cover under this section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, that is caused by, or arises from or in connection with, any illegal activity you are involved in, including but not limited to:

- you illegally keeping explosives, flammable or combustible substances at the address;
- hazardous materials if they are not stored, used or disposed of legally and in accordance with the manufacturer's directions;
- weapons, firearms and ammunition if they are not stored and used legally;
- model aircraft or drones being used illegally or in breach of any law, regulation, rule, legal or safety requirement of the Civil Aviation Safety Authority (CASA), other government authority, local council or club; or
- the illegal supply of drugs or alcohol.

Business activities at the address

There is no cover under this section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, that is caused by or arises from any business or income earning activities being conducted at the address. Doing office work in a home office, including working from home for your employer is not considered to be a business or income earning activity.

Condition of your home

There is no cover under this section of your Policy for any claim, loss, cost, damage, injury, death or legal liability caused by or arising from:

- your failure to fix:
  - a defect;
  - a structural fault;
  - a design fault; or
  - faulty workmanship,

  as soon as is reasonable after you become aware of it, or a reasonable person in the circumstances would have become aware of it;
- your failure to fix damage that existed prior to the incident or occurrence as soon as is reasonable after you become aware of the damage, or a reasonable person in the circumstances would have become aware of it;
- your home not being structurally sound, watertight, secure, well maintained and in a good state of repair, for example where:
  - gutters overflow and cause water damage due to a build-up of leaves or other debris;
  - wind, rain or hail entering the home due to part of the roof being rusted through.

However, this exclusion applies only to the extent that the relevant claim or loss, damage, injury or death, cost or legal liability is caused by, arises from or is made worse by one or more of the above circumstances, and you knew or a reasonable person in the circumstances would have known that the relevant condition of the home may cause, give rise to or make worse the claim or loss, damage, injury or death, cost or legal liability.

There is no cover under this section of your Policy for any claim, loss, cost, damage, injury, death or legal liability caused by or arising from renovations, alterations, additions or repairs undertaken or authorised by you, where you were aware or a reasonable person in the circumstances would have been aware that the work did not comply with building laws or regulations.

There is no cover under this section of your Policy for any:

- wear, tear, depreciation, rust, oxidisation, corrosion, fading

  For example, worn carpets or scratched floors in high traffic areas, faded curtains due to sunlight, or scratches in a kitchen benchtop that would be expected from normal use.
- defect, structural fault, design fault or faulty workmanship;
- rising damp, seepage, mould, mildew, rot; or
- gradual deterioration due to action of light, air, sand, sea salt, water, or atmospheric or climatic conditions

  For example, the gradual weathering of brick, mortar or concrete or the breakdown of grouting or tile adhesive over time.

Construction works

There is no cover under this section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, that is caused by or arises from buildings under construction.

When you advise us of construction works to your home we will agree to cancel your home risk and return any unused premium to you.

Loss or damage indirectly related to your claim

This section only covers claims, losses and costs directly related to damage from an insured event (such as the costs of repair or replacement) unless additional cover is specifically stated. Any other claims, losses and costs that are not directly related to damage from an insured event are not covered, such as but not limited to:

- additional travel costs because your home is unliveable due to an incident;
- any decrease in the value of your land;
- any diminished value of your property after it's been repaired;
- any intangible losses including intellectual or sentimental value;
- the cost of hiring a replacement machine or appliance;
- loss of income (except for loss of rent from your rental property), loss of profits, or costs arising from any business interruption;
- medical expenses; or
- compensation for your, or your family's stress or anxiety, inconvenience or loss of time.

See additional benefits relating to loss of rent that may be covered under your Policy.

However, if the claim is covered under Subsection 2 - 'Legal Liability', and you are ordered by a court or required by a settlement made in accordance with this Policy to pay for a third party's indirect losses, we will cover those indirect losses.

Commercial management

We do not cover properties managed by or used as serviced apartments, hotels, motels, resorts, inns, or similar venues for accommodation.

Other loss or damage

There is no cover under this section of your Policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from:

- an event occurring outside the period of insurance;
- any neglect, poor housekeeping or untidy, unclean or unhygienic living habits such as:
  - odours including from pets, cigarettes or other smoking items;
  - liquid or food stains that have gradually built up over time; or
  - water damage to carpets, flooring or cabinets due to splashing from baths, showers or sinks,

  however, we will cover your legal liability caused by any of the above three points;
- action of the sea;
- earth movement except for landslide or subsidence where it occurs within 72 hours of, and as a direct result of, the following Insured Events:
  - '2. explosion';
  - '3. storm, rainwater or wind';
  - '5. earthquake or tsunami';
  - '9. bursting, leaking, discharging or overflow';
- hydrostatic pressure

  For example, if you empty your swimming pool or spa, the pressure exerted on it by water in the surrounding ground due to heavy rain, can cause it to move, warp or lift out of the ground;
- mechanical, electronic or electrical breakdown other than under the Insured Event 12. fusion of an electric motor, however, we will cover resultant damage to the extent it's covered under the Insured Event,1 (a) fire;
- insects, vermin or rodents, however, we will cover resultant damage to the extent it's covered under the Insured Events 1 (a) fire or 9. bursting, leaking, discharging or overflow.

  For example, we will cover damage caused by fire due to a rat chewing through an electrical wire;
- roots of trees, plants or shrubs, however, we will cover resultant damage to the extent it's covered under the Insured Event 9. bursting, leaking, discharging or overflow.

  For example, we will cover damage due to water escaping from pipes damaged by tree roots;
- a process of cleaning by you:
  - using any chemicals other than domestic household chemicals. (Domestic household chemicals include products that can be purchased from a supermarket or department store); or
  - where domestic household chemicals have been used but not in accordance with the manufacturer's directions for use;
- in connection with any contagious or communicable disease;
- or in connection with a cyber incident.

  However, we will provide cover for physical loss or damage to insured property by an insured event which occurs as a direct result of a cyber incident. In addition, we will provide cover for loss of electronic data arising therefrom. Such costs shall include the reasonable and necessary expenses incurred in recreating, gathering, assembling electronic data but does not include the value of the electronic data to the insured or any other party even if such electronic data cannot be recreated, gathered or assembled.

  Any loss or damage, destruction, distortion, erasure, corruption or alteration of electronic data directly caused by a cyber incident shall not be recoverable, nor be considered as physical loss or damage for the purpose of this exclusion;
- fees payable in relation to:
  - repairing or rebuilding any part of your home where you were aware or a reasonable person in the circumstances would have been aware that they were illegally constructed. (You will be considered 'aware' if the illegal construction has been identified in any report received by you or as a result of any enquiries made by you, for example during the course of the purchase or conveyance of the property); or
  - a notice served on you by a statutory authority before the incident took place;
- changes in a right, title or interest in your property, for example due to a transfer, agreement or adverse possession.

There is no cover under this section of your Policy for any:

- end-of-lease expenses such as cleaning, removal of tenants' property, re-letting expenses or removal of rubbish;
- damage covered under a manufacturer's or a supplier's guarantee or warranty (whether express or implied by law);
- damage to your property while it's being cleaned, repaired, restored or altered by your estate agent or contractor;
- damage to glass that is designed to be exposed to heat, in the ordinary course of its use including glass in:
  - fireplaces and heaters; or
  - oven doors, stove tops or other cooking surfaces.

There is no cover for loss of or damage to:

- sporting equipment while in use or play;
- bicycles while they are being used for any competition including racing, pace-making, hill climb or time trials;
- the tyres or rims of bicycles if they are damaged whilst being ridden;
- the appearance of the bicycle caused whilst the bicycle is being ridden such as scratching, denting, chipping or defacing. This does not include damage that materially affects the performance of the bicycle;
- items being used under water;
- items for sale on consignment.

Conditions applicable to Section 1 Home

There are conditions set out in this section, in the Claims section and under each particular cover and section. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- refuse to pay your claim or reduce what we pay for your claim;
- cancel your Policy.

Lender's rights

If we're settling your claim by paying you (instead of paying our repairer or other service providers), and you have used all or part of your home or contents as security for a loan from a lender, we reserve the right to pay all or part of the payment to the lender.

The amount we pay to the lender will be the lesser of:

- the amount owing to them (with any balance paid to you); or
- the amount we agree to pay in settlement of the secured property.

A payment made to a lender will satisfy our obligation to you for the amount paid.

For more information about other interests in your Policy, see 'Interests in the policy.'

Unoccupancy

If your home is unoccupied for more than 100 consecutive days, the cover for home and contents is limited to:

- lightning or thunderbolt;
- earthquake or tsunami;
- riot and civil commotion;
- damage directly caused by impact by a vehicle, waterborne craft, space debris, aircraft, rocket, satellite, a branch.

The above will apply unless you have advised us and we agree to provide full policy cover in writing.

If we agree to continue your cover, we may impose conditions or exclusions.

Our agreement will take the form of an endorsement. We will send you a Policy Schedule to confirm your Policy has been extended to insure you for a greater period of time.

Burglary protection

If we have agreed to insure your contents only if burglary protection devices are installed, then this will be shown in your Policy Schedule.

If any of these devices are removed, altered, or left inoperative while you are absent from the address, without our prior consent, we may have the right to decline, or reduce a claim to which this action contributes.

Please refer to your Policy Schedule for further details.

Claims - applicable to Section 1

How we settle your claim

We only pay once for loss or damage caused by the same event covered by this Policy even if that loss or damage is covered under more than one section of the Policy.

How we settle home claims

We'll normally pay our supplier the necessary and reasonable cost to repair, replace or rebuild the damaged parts of the home to a condition substantially the same as, but not better than, when new. Where this happens, you'll receive our Lifetime guarantee on home repairs. See 'Lifetime guarantee on home repairs'.

If you don't use our supplier

We will pay you the reasonable cost to repair, replace or rebuild the damaged parts of your home to a condition substantially the same as but not better than when new if, for example:

- you decide to:
  - rebuild to a better standard; or
  - sell the land at the address; and/or
  - rebuild elsewhere.
- if it's not practical for us to repair, replace or rebuild your home due to the age, policy limit, inadequate sum insured, construction or condition of your home or if materials needed for repairs are not readily available;
- if you choose to go with a supplier (which includes a repairer or builder) of your choice.

To assess the cost of the necessary work required to repair, replace or rebuild the damaged parts of your home we will, where possible, obtain a scope of works and a quote from our supplier. If you agree with this, we will then pay you the amount quoted by our supplier.

If you're not happy with the amount quoted by our supplier, or if we're unable to obtain a scope of works from our supplier, we'll ask you to provide us with a fully itemised scope of works and quote from a supplier of your choice for us to consider. We'll review these to ensure they cover the necessary work and are within market rates. To determine this, we'll consider the following:

- our supplier's scope of works and quote (if we were able to obtain it);
- our own data and experience with similar repairs, replacements or rebuilding;
- third party cost estimation sources; and
- your circumstances, including the location and attributes of your home.

Following our review, we'll do one of the following:

- if we believe your supplier's scope of works and quote cover the necessary work and are within market rates, we'll pay you the amount quoted by them.
- if we believe your supplier's scope of works either omits or overstates aspects of the work required or their quote is significantly above market rates, we'll discuss this with you and/or them and seek agreement on the scope of works and quote.
  - If we come to an agreement with you or your supplier, we'll pay you the amount agreed.
  - If we're still unable to agree with you on the amount we'll pay you, we'll attempt to obtain a scope of works, quote or report (as required) from an alternative supplier we both agree on, and we'll review these together with you to arrive at a final scope of works and quote. If we're able to come to an agreement, we'll pay you the amount quoted by them.
  - If we're unable to agree on an alternative supplier, we believe the alternative supplier's scope of works either omits or overstates key aspects of the work required, or we believe their quote is significantly above market rates, we'll refer you to our complaints process.

When we pay you the reasonable cost to repair, replace or rebuild the damaged parts of your home, you will not be eligible for our Lifetime guarantee on home repairs because we won't have appointed the supplier or managed the works.

If your home sum insured is inadequate, we will only pay up to the sum insured or any applicable standard policy limits.

Building costs

Whether we arrange the repairs, replacement or rebuilding or pay you the cost to complete the repairs, replacement or rebuilding we'll also pay the necessary and reasonable costs as part of your home sum insured:

- to temporarily protect your address (this includes preventing access to limit the risk of theft, weather damage and injury);
- for demolition;
- to remove debris from your address;
- for an architect or surveyor; and
- to comply with current building codes and statutory requirements.

Where the home has architectural features and/or structural materials possessing an ornamental historical character or for which the original materials are not readily available we'll repair, replace or rebuild your home to a reasonably equivalent appearance and capacity using the original design and suitably equivalent locally available materials, or we may pay you the reasonable cost to do so.

Undamaged parts of your home

We won't pay for any undamaged parts of your home, even to restore those undamaged parts to achieve a uniform appearance, other than:

- to the extent set out in the table below in relation to internal building damage; or
- as described under 'Matching materials'.

External building damage	
Damage to roofs, doors, gates and fences	We'll only repair or replace the individual tiles, roof sheeting, doors, gates or fence panels that were damaged.
Damage to external walls	We'll only repair or replace the part of the wall that was damaged.
Paths/ driveways/ tennis courts etc.	We'll only repair or replace the areas that were damaged.

Internal building damage	
Damage to internal flooring (excludes carpets unless the home is let out on an unfurnished basis – otherwise these are covered as contents)	We'll pay to repair or replace up to an existing change or join in the flooring, or an archway, doorway or similar opening, whichever is closest to the damage. We'll consider a combined lounge/dining room as one room if the opening between them is more than 82cm wide. This is a common width of a doorway. We won't pay to replace any undamaged materials in any other adjoining rooms, hallways or stairwells.
Damage to internal walls	We'll pay to repair or replace the damaged wall(s). We won't pay to replace the wall covering, for example wallpaper or paint on any adjoining walls or in any adjoining rooms, hallways or stairwells.
Damage to internal fixtures/ fittings	We'll pay to repair or replace fitted cupboards, sections of cabinets and sections of benchtops if they are continuously joined to, and made of the same material as, the damaged part.

Matching materials

If part of your home is damaged or destroyed by an insured event and we agree to pay your claim, or one of our suppliers has caused damage during exploratory work to locate the source of escaped water or other liquid, we'll match existing materials if they're commercially available in Australia when we repair, replace or rebuild the damaged property.

If not, we'll use the nearest equivalent materials that we can source locally. In this case, if the damage is inside your home, we will also pay up to $1,000 to replace undamaged parts of the same room, hallway or stairwell (to the nearest doorway, archway, or other opening) so that it matches or complements the materials we've used. We'll consider a combined lounge/dining room as one room if the opening between them is more than 82cm wide (this is a common width of a doorway). If you're not satisfied with the nearest equivalent materials we source, we will pay you what it would have cost to repair, replace or rebuild with these materials.

Delays in repairing, replacing or rebuilding

If you delay repairing, replacing or rebuilding, for example by unreasonably delaying the review and approval of documents necessary to effect the repair, replacement or rebuilding, for more than six months from the date when the claim was approved, we'll only pay the reasonable cost that would have been incurred to repair, replace or rebuild your home at the time the claim was approved. You may have to pay any increase in cost caused by your delay.

If you believe that, due to special circumstances, you have a reason to delay the repair, replacement or rebuilding for more than six months, we will give consideration to those circumstances, and we may:

- not charge you for any increase in cost caused by the delay; or
- pay the reasonable cost that would have been incurred to repair, replace or rebuild your home at the time the claim was approved.

Rebuilding at an alternative location

If your home is a total loss, you may choose to rebuild at another address in Australia. We won't pay you more than it would have cost to rebuild at your address.

Lifetime guarantee on home repairs

We closely monitor the performance of our suppliers to help ensure the best outcome for our insureds. This enables us to guarantee that if we have:

- selected and authorised a supplier to replace, repair or rebuild your home; and
- paid, or have a legal liability to pay, the supplier, repairer or builder directly for this work,

and a defect arises in the lifetime of your home as a result of poor-quality workmanship or use of incorrect or poor-quality materials, we'll rectify the problem by arranging, authorising and paying for further replacement, repair or rebuilding.

If we have selected and authorised a supplier to replace, repair or rebuild your home and we are satisfied that the work requires rectification to such an extent that your home is unliveable, we'll arrange and pay the reasonable costs of temporary accommodation until the home is fit to live in.

We will also handle any complaint about the quality or timeliness of the work or conduct of the supplier as part of our complaints handling process.

This guarantee does not apply to:

- replacements, repairs or rebuilding that you arrange, authorise or make yourself (even if we give you the name of a possible supplier (which includes a repairer or builder) who is involved with the repair, replacement or rebuilding);
- home replacement, repairs or rebuilding that you arrange, authorise or make yourself (even if we give you or a supplier a cheque or other form of payment for all or part of the repair cost);
- loss, damage or failure of any electrical or mechanical appliances or machines that form part of your home; or
- wear and tear consistent with normal gradual deterioration (e.g. paint peeling as part of its normal life cycle, wood rotting or mould from moisture in the air or ground, roofs weathering or a hot water system leaking as a result of normal gradual deterioration).

Fences

When a claim for damage to a shared or dividing fence has been accepted, we will pay no more than your proportion of costs for the repair or replacement in accordance with the relevant legislation relating to dividing fences, for example Dividing Fences Act or Dividing Fences and Trees Act or any similar legislation. Typically, your proportion of the cost will be 50% of the repair or replacement cost of the fence.

If there is no legislation in place in relation to the amount that you are liable for, with respect to the repair or replacement of dividing fences, then we will pay no more than 50% of the cost of repair or replacement of the shared or dividing fence.

However, we will pay the full cost to repair, rebuild or replace the fence if:

- there's no neighbour who is liable to share the cost of repairing, rebuilding or replacing the fence; or
- the damage to the fence was caused by an Insured Event at your address and you're liable to pay the full cost of repairing, rebuilding or replacing the fence.

We will pay no more than the cost to repair, rebuild or replace a fence of the same quality and specification as the fence which was damaged.

The most we'll pay

The most we'll pay is your home sum insured plus any additional benefits payable on top of the home sum insured, less any applicable excesses.

Your home sum insured may be increased through the application of the Inflation adjustment additional benefit or if eligible, the Home sum insured safeguard.

Special benefit – Home sum insured safeguard

If we agree that due to a catastrophic event, the cost to replace your home building is greater than your home building sum insured, we will pay the actual resultant additional cost of materials and/or labour. See 'The maximum we pay under this special benefit' below to see the most we will pay.

This special benefit applies only if:

1. this Policy insures your home building; and
2. your home building is damaged by an insured event that is covered by this Policy and we assess it as a total loss; and
3. we agree to:
    - replace your home building to a condition substantially the same as, but not better than when new; or
    - pay you the reasonable cost of its replacement to a condition substantially the same as when new; and
4. the cost to replace your home building is greater than your home sum insured because of a catastrophic event that occurred on or after the date your home building was damaged but before we pay your claim.

This special benefit only relates to the home. It does not apply to any other insured property, Policy section 'Additional benefit' or other Policy feature.

The maximum we pay under this special benefit

We will pay up to a maximum of 30% on top of your home building sum insured under this special benefit.

We will calculate the additional costs using our standard processes and procedures and based on the best available information at the time of calculation.

For example, if we calculate that the cost of materials and labour has increased by 8% due a surge in demand resulting from the catastrophic event, we will pay up to 8% more than the home sum insured shown on your Policy Schedule.

How we settle contents claims

In this section when we say 'Contents' in the context of settling your claim, we're referring to contents including those listed under "Maximum Limits we will pay".

If a damaged item can be repaired, we'll normally pay our repairer the necessary and reasonable cost to repair your contents item to a condition substantially the same as, but not better than, when new.

If it's not economical to repair the item, or it's been lost or stolen, we'll replace the item with a new one that's substantially the same where it's practical to do so.

If the policy limit, maximum limit or sum insured is not adequate to repair or replace the item to a condition substantially the same as when new, the most we will pay is that limit or sum insured.

If you don't use our repairer, or we can't repair or replace the item

We will pay you the reasonable cost to repair or replace the lost, stolen or damaged contents to a condition substantially the same as, but not better than when new if, for example:

- you decide to replace those contents with items that are not substantially the same;
- you decide you do not want the contents repaired or replaced;

  If you don't want an item repaired, we will not pay to replace it we'll pay what it would have cost to repair it. See 'How the amount we'll pay is determined if the item is repairable'.
- if it's not practical for us to repair or replace your contents due to the age, style, type, condition or nature of your contents or if materials or skills needed for repairs are not readily and locally available;
- if you choose to go with a repairer of your choice.

If the policy limit, maximum limit or sum insured is not adequate to repair or replace the item to a condition substantially the same as when new, the most we will pay is that limit or sum insured.

How the amount we'll pay is determined if the item is repairable

To assess the necessary work required to repair damaged contents items we will, where possible, obtain a report or quote from our repairer. If you agree with this, we will then pay you the amount quoted by our repairer.

If you're not happy with the amount quoted by our repairer, or if we're unable to obtain a report or quote from our repairer, we'll ask you to provide us with a report or quote from a repairer of your choice for us to consider. We'll review this to ensure it covers the necessary work and is within market rates. To determine this, we'll consider the following:

- our repairer's report or quote (if we were able to obtain it);
- our own data and experience with similar repairs;
- third party cost estimation sources; and
- your circumstances, including the location and attributes of your contents.

Following our review, we'll do one of the following:

- if we believe your repairer's report or quote covers the necessary work and is within market rates, we'll pay you the amount quoted by them.
- if we believe your repairer's report or quote either omits or overstates aspects of the work required or their quote is significantly above market rates, we'll discuss this with you and/or them and seek agreement on the report or quote.
    - If we come to an agreement with you or your repairer, we'll pay you the amount agreed.
    - If we're still unable to agree with you on the amount we'll pay you, we'll attempt to obtain a quote or report from an alternative repairer we both agree on, and we'll review this together with you to arrive at a final quote. If we're able to come to an agreement, we'll pay you the amount quoted by them.
    - If we're unable to agree on an alternative repairer, we believe the alternative repairer's report or quote either omits or overstates key aspects of the work required, or we believe their quote is significantly above market rates, we'll refer you to our complaints process.

If the policy limit or sum insured is not adequate to repair or replace the item to a condition substantially the same as when new, the most we will pay is the item limit or sum insured.

How the amount we'll pay is determined if the item is not repairable

For replacement items that are readily available including tools, devices and appliances, we will pay you an amount equal to the lowest price available to you from a reputable commercial retailer at the time we settle the claim.

If an item is not readily available, we'll pay you an amount equal to the lowest price available to you from a reputable commercial retailer at the time we settle the claim for an equivalent item with similar specifications and functionality.

How the amount we'll pay is determined if the item can't be replaced

If we can't repair the item, or it can't be replaced because of its antiquity or rarity, we'll pay the lesser of:

- the standard policy limit or, if it's a specified contents item, the specified limit noted on your Policy Schedule; and
- the fair market value based on enquiries made to independent and appropriately experienced or qualified professionals.

If your contents sum insured is inadequate, we will only pay up to the sum insured or any applicable standard policy limits.

The most we'll pay

The most we'll pay in total for your contents is your contents sum insured, plus any additional benefits payable on top of the contents sum insured, less any applicable excesses.

Your contents sum insured may be increased through the application of the Inflation adjustment benefit.

There are limits on what we'll pay for some individual contents items:

- the standard policy limit, where applicable (see 'Maximum limits we will pay');
- the specified item limit shown on your Policy Schedule for items you have listed as specified contents,

less any applicable excess(es).

The most we'll pay in total for your Valuables is either:

- if the loss or damage is to unspecified valuables, up to the total sum insured for unspecified valuables. However, for each unspecified item, we will not pay more than 25% of the sum insured for unspecified valuables on the Policy Schedule;
- for specified valuables, up to the sum insured shown on the Policy Schedule against the item,

less any applicable excess(es).

We treat the following items differently when we pay your claim:

Item	What we pay
Carpets	We'll pay to repair or replace up to an existing change or join in the carpet or an archway, doorway or similar opening, whichever is closest to the damage. We'll consider a combined lounge/dining room as one room if the opening between them is more than 82cm wide. This is a common width of a doorway. We won't pay to replace any undamaged carpet in any other adjoining rooms, hallways or stairwells.
Photographs and videos	We'll pay for reproducing videos and hard copy photographs you have purchased from, or had produced by, a professional photographic business if the necessary electronic data is available. We do not pay to reconstruct any circumstances or conditions.
Sets or pairs	If we can't repair an item which forms part of a set or pair or it can't be replaced because: • we're unable to reasonably match it; or • the functionality of the set or pair is lost (e.g., hearing aids/sporting equipment), you can choose to either: • surrender the remaining item(s) to us, in which case we'll pay the replacement value of the set or pair, up to any applicable limit; or • keep the remaining item(s), in which case we'll pay the replacement value of the lost or damaged item. We don't allow for any special value the item may have as forming part of a set or pair, or for any reduction in value of the remaining part(s).

Item	What we pay
Software	If a claim is accepted where software is lost, damaged or destroyed, we pay the cost to replace it with the nearest equivalent new software. We do not pay for any software that was acquired by you at no cost.

How we settle loss of rent claims

How we settle loss of rent claims - Lease Agreement

When we agree to pay a loss of rent claim, we pay the actual rent you lose, based on your current lease agreement, for the period your rental property is unliveable due to an event for which we agree to pay a claim. The limit of what we pay is shown in the Additional benefits section, see 'Additional benefit 23. - Loss of rent or temporary accommodation.'

If your home claim has been accepted but you decide not to rebuild, we'll only pay the rent you would have lost for the time it would have taken to repair or replace your home.

We do not pay for any fees or commissions normally charged by the estate agent for renting out and/or managing your rental property.

If at the time of the event that caused loss or damage, the rental property was untenanted (for a maximum period of 100 days), we will only pay for loss of rent if you can demonstrate that you were actively seeking a tenant. In this case, we will base the lost rent amount on your most recent lease agreement.

Excesses

An excess is the amount which you may be required to pay if you make a claim.

The excesses which you have to pay are set out in this Policy Wording or on your Policy Schedule.

If a claim or series of claims arise from one occurrence causing loss or damage to both your home and contents you'll only have to pay the highest of the total excess(es) applicable to each.

If a claim or series of claims arise from one occurrence causing loss or damage under both Section 1 - Home and Section 5 - Farm Property, you'll only have to pay the highest of the total excess(es) applicable to each section.

How your excess is applied to items with a maximum limit

Where a maximum limit is applicable under 'Maximum limits we will pay', the excess will be applied to the claim prior to applying the maximum limit. For example, if a ring worth $12,000 was stolen from the home and it has not been specified, the $1,000 excess is deducted from the $12,000 ring value and the $10,000 per jewellery maximum limit would apply. Therefore, $10,000 would be payable.

If the ring had been specified for $12,000, we would pay $11,000, being the $12,000 ring value less the $1,000 excess.

If the stolen ring was worth only $2,000, we would pay $1,000, being the $2,000 ring value less the $1,000 excess.

When you will not have to pay an excess

You will not have to pay an excess if we agree to pay a claim as a result of damage that renders your home, contents or both a total loss.

Section 2 – Private motor vehicle

Words with special meaning

The words below have a special meaning in this section of your Policy.

Word or term	Meaning
Agreed value	The fixed amount for which your vehicle is insured for each period of insurance regardless of any price change for your vehicle during that period. The agreed value includes the value of insured accessories and equipment. It excludes GST, unless you are unable to claim an ITC for your vehicle, in which case it will include GST. We will update this amount at each renewal in line with changes to the market value of your vehicle. It's important you check this value at each renewal to ensure it's appropriate for your needs.
Business use or Commercial use	Your vehicle is registered for business use but is used only for the following purposes: (a) your business or occupation; (b) social, domestic and pleasure purposes; (c) demonstration for sale; (d) servicing, repairing and subsequent testing; (e) tuition, as long as it is not for payment; (f) towing a caravan, trailer or vehicle, as long as it is not for payment. Business use or commercial use does not cover loss or damage if your vehicle is being used for ridesharing, let out on hire or is being used by you or someone authorised by you to carry passenger or goods for payment other than private pooling arrangements.
Executive use	Your vehicle is registered for business use, but is used only for the following purposes: (a) social, domestic and pleasure purposes; (b) demonstration for sale; (c) in connection with servicing, repairing and subsequent testing; (d) for tuition, as long as it is not for payment; (e) driving to or from work; (f) towing a caravan, trailer or vehicle, as long as it is not for payment. Executive use does not cover loss or damage if your vehicle is let out on hire or is being used by you or someone authorised by you to carry passengers or goods for payment, other than private pooling arrangement.
Not-at-fault	When the driver of your vehicle did not cause or contribute to the incident claimed and you provide us, where reasonably possible, with the full name and address of each responsible person, or if they were using a vehicle, each vehicle's registration number.
Passenger vehicle	Any vehicle designed to carry passengers but not motorcycles, caravans, campervans and trailers.
Private use	Your vehicle must be registered for private use, only in your name and used for the following purposes: (a) social, domestic and pleasure purposes; (b) demonstration for sale; (c) in connection with servicing, repairing and subsequent testing; (d) for tuition, as long as it is not for payment; (e) towing a caravan, trailer or vehicle, as long as it is not for payment; (f) driving to or from work; (g) in connection with your occupation or business, as long as: (i) only you drive it; and (ii) the business use does not exceed 20% of your vehicle's usage. Private use does not cover loss or damage if your vehicle is let on hire or is being used by you or someone authorised by you to carry passenger or goods for payment, other than a private pooling arrangement or ridesharing.
Ridesharing	Your vehicle is used solely or partially to transport people for a fee, such as through a rideshare company's booking app. Ridesharing also includes the use of your vehicle for personal purposes. Ridesharing does not mean using your vehicle as a taxi or for car-pooling without payment.
Suitable Hire Vehicle	A hire vehicle that takes into account: • the type and size of the damaged car; • the ordinary daily uses of the damaged car; • whether any additional safety devices were part of the damaged car, such as child seats or disability related modifications.

Cover types

We offer the following two types of cover. The type of cover you have selected is shown in your Policy Schedule.

1. **Comprehensive cover**

This cover provides:

(a) insurance against theft or accidental loss or damage to your vehicle as described in Subsection 1 - Comprehensive cover;

(b) additional benefits as set out in the 'Additional benefits' section;

(c) insurance against legal liability to pay compensation arising from damage to someone else's property caused by your vehicle as described in Subsection 2 – Third party liability.

2. **Third party property damage cover**

This cover provides:

(a) insurance against legal liability to pay compensation arising from damage to someone else's property caused by your vehicle as described in Subsection 2 – Third party liability; and

(b) insurance against damage to your vehicle but only if the damage is caused solely and directly by another vehicle as described under the 'Uninsured motorist benefit' under Subsection 3.

The causes or incidents not covered are described under 'Specific exclusions applying to this section'.

Our choice of repairer policy

If we repair your vehicle, we will recommend a QBE Accredited Smash Repairer or other licensed repairer we select, however you may choose any licensed repairer to repair your vehicle. See 'Repairing your vehicle' for further information on how your choice of repairer works at claim time.

See **qbe.com/au** for a list of repairers with whom we have a supplier agreement.

Subsection 1 – Comprehensive cover

Loss, damage or theft of your vehicle

We cover you against loss of or damage to your vehicle shown in the Policy Schedule depending on the type of cover you have selected.

Cover on your vehicle includes:

1. standard fitted equipment for the particular make and model of your vehicle fitted by the original manufacturer;
2. any fitted specified equipment or accessories shown in your Policy Schedule; and
3. any non-standard permanently fixed equipment or other permanently fitted accessories up to $1,000 in total.

Subsection 2 – Third party liability - Applies to registered vehicles only

The most we will pay for all legal liability claims arising from any one incident or series of incidents arising out of the one cause or event will be shown on your Policy Schedule. This includes GST and any associated legal costs we've agreed to pay.

In this legal liability section any reference to 'you' means the insured, any driver or any passenger of your vehicle.

Accidental loss or damage

This policy covers your legal liability to pay compensation which arises from accidental damage to someone else's property, caused by the use of:

1. your vehicle or goods falling from your vehicle;
2. anything lawfully towed by, or attached to, your vehicle.

Property under your control

We do not cover your legal liability arising from damage to any property belong to you or in your care, custody or control except to:

1. a residential building that you rent or is on loan to you; or
2. employee's or visitor's vehicles and their contents while contained in a car park you provide.

Substitute vehicle

We cover your legal liability to pay compensation arising from accidental damage to someone else's property caused by a registered vehicle being used by you as a substitute vehicle while your vehicle is being serviced or repaired or is not driveable. This does not include a hire vehicle.

Substitute vehicle cover will only apply if:

1. the substitute vehicle is not already covered under another insurance policy; and
2. you don't own the substitute vehicle and you have the owner's permission to drive it.

We do not cover loss of or damage to a substitute vehicle.

Your employer's or principal's liability

We will pay compensation that your employer, principal or partner may be held legally liable to pay arising from accidental damage to someone else's property caused by your vehicle while you're using it for business purposes, unless it is a use excluded by this Policy.

Maritime liability

If your vehicle is being transported by sea between Australian ports, we will pay your contribution for your vehicle if 'general average' is declared.

Legal expenses

We will pay the reasonable legal costs and expenses you incur with our prior written agreement (which will not be unreasonably withheld) to defend or settle claims. This is in addition to the amount payable under Subsection 2 – Third party liability.

Additional benefits

We provide the following additional benefits when we accept a claim as a result of an insured loss under this policy section and they are directly connected to the circumstances of the claim. They are in addition to the sum insured for private motor unless otherwise specified. The additional benefits that apply depend on the type of vehicle you have insured and the type of cover you have selected.

Additional Benefit	Cover	Comprehensive	Third party	Vehicle Type
1. Towing Costs	If your vehicle is not driveable following an accident or theft covered under this Policy, we will pay for the reasonable costs of towing your vehicle to: (i) the nearest repairer; or (ii) a place of safety; or (iii) any other place that we first approve. We will pay for the reasonable costs of returning your vehicle to the place where it is normally parked if it is found after having been stolen.	✓	×	All
2. Returning your vehicle after theft	If your vehicle is found following theft, and the theft is covered by your Policy, we will pay the reasonable costs of returning to where it is normally parked. If the cost of returning the vehicle plus the necessary repairs are more than the relevant agreed value or market value at the time of the theft, we may treat the vehicle as a total loss.	✓	×	All
3. Cleaning up after an accident	We'll cover your legal liability to pay for the cleaning up of any debris of your vehicle following an accident covered by your Policy. The most we will pay is $5,000 for any one accident. If your vehicle is a ute or van and is registered for business use, the maximum amount we will pay is increased to $20,000 for any one accident.	✓	×	All
4. Locks and Keys	If your keys are stolen, or there is reason to believe they have been illegally duplicated, and the theft or duplication has been reported to the police, we will pay up to $5,000 during any one period of insurance and this benefit is not subject to loss or damage to the vehicle covered under this Policy. You are not covered if your keys are misplaced or lost.	✓	×	All
5. Travel and accommodation expenses	If your vehicle is more than 150 kilometres from where it is normally parked at night when it sustains loss or damage we accept under this Policy, we will pay for any reasonable travelling and accommodation expenses resulting from the loss or damage. We will not pay if you had intended to pay for overnight accommodation anyway. The maximum amount we will pay is $1,000 for any one incident. If your vehicle is a ute or van and is registered for business use, the maximum amount we will pay is increased to $2,000 for any one event.	✓	×	All see limit for Utes and vans when registered for business use
6. Emergency or temporary repairs	We will pay for repairs up to $500 (over and above any applicable excesses) if you are more than 150 kilometres from the normal nightly parked address and they are necessary to enable you to continue your journey. If your vehicle is a ute or van and is registered for business use, the maximum amount payable is increased to $2,000.	✓	×	All see limit for utes and vans when registered for business use
7. Finance payout	If your vehicle is security for any finance arrangement and the name of the financier is noted on the Policy Schedule, we will pay them what they're entitled to receive and pay the owner any balance up to the value of the claim. We will not pay any financier's late fees, interest or other administration fees. The owner will need to remove any registered security interest in your vehicle after we settle your claim as a total loss.	✓	×	All

Additional Benefit	Cover	Comprehensive	Third party	Vehicle Type
8. Hire vehicle – following theft	If your vehicle is stolen and the theft is covered under this Policy, we will arrange and pay the reasonable daily cost of a suitable hire vehicle for a maximum of 14 days: • until your vehicle is found and doesn't need repairs; or • until repairs authorised by us are completed; or • until we pay the reasonable costs to repair your vehicle; or • until we pay your claim after your vehicle has been assessed as a total loss. We will not provide this benefit: • when your vehicle is not at the authorised repairer and it's safe to drive; • if you arrange a hire vehicle without our authorisation; • for any other costs related to the hire vehicle such as fuel, upgrade, road tolls, traffic fines, accidents or other losses, or insurance excess reduction.	✓	×	Passenger vehicle only
9. Trailer Cover	We will pay for theft of, or accidental loss of or damage to any trailer (other than a caravan) which you own while it is: (a) attached to your vehicle; or (b) detached from your vehicle but within the domestic land boundaries of your usual home, but not in a common area of home units, flats and the like. We will not pay for any property in or on the trailer. The maximum amount we will pay is the market value of the trailer, up to $2,500.	✓	×	Passenger vehicle only
10. Your Personal Property	If your personal property is lost or damaged in an incident covered by this Policy we will pay for the loss or damage of such personal property. However, we will not pay for more than the actual value of the property, that is, we will only pay the new replacement cost of any item which can be purchased in Australia less an allowance for age, wear, tear and depreciation. There is no cover under this section: • for money, cheques or negotiables; • for unset gemstones, gold or silver nuggets; • for any animal, bird or fish; • for trade tools, stocks or samples; • for mobile phones, computes or any other electronic devices, unless they are disability or medical devices you are required to carry. There is no cover for any personal items that are stolen from your vehicle when the vehicle itself isn't stolen. In this additional benefit, 'personal property' means private household or personal possessions belonging to you or any member of your family who normally lives with you. The maximum amount we will pay is $500 for any one event. If your vehicle is a ute or van and is registered for business use, the maximum amount payable is increased to $2,000 for any one incident.	✓	×	Passenger vehicle only
11. Child seat or baby capsule	We will pay for a child's seat or baby capsule stolen from your vehicle or damaged in an accident or fire while in your vehicle, provided your vehicle is lost or damaged by the same occurrence and the occurrence is covered by your Policy.	✓	×	Passenger vehicle only

Additional Benefit	Cover	Comprehensive	Third party	Vehicle Type
12. Change of Vehicle	We will cover any permanent replacement vehicle, from the time of its purchase for 30 days under the terms of this Policy, if you: (a) have disposed of the replaced vehicle; and (b) bear any additional excess that applies to the replacement vehicle in the event of a claim. If before you have given us full details as required below, the replacement vehicle is damaged or stolen, the maximum amount payable is the is the purchase price of the replacement vehicle, up to $150,000 in the case of Comprehensive cover. If you give us details of your replacement vehicle within 30 days of its purchase, we will insure it for the remainder of the period of insurance, it is acceptable to us and you pay us any additional premium we may require. If you replaced your vehicle because of a total loss claim under this Policy, this benefit does not apply.	✓	✓	All
13. Car Pooling agreement	We will pay for accidental loss of or damage to your vehicle, according to the type of cover you have selected, when your vehicle is being used in a car pooling agreement, including travelling to and from work, as long as any payment by passengers does not involve commercial use for profit.	✓	✓	Passenger vehicle only
14. Your vehicle's tools	We will pay up to $500 in total for loss of or damage to your vehicle's tools or spare parts that are in or on your vehicle when the incident occurs.	✓	×	All

Optional benefits - Comprehensive cover only

If you choose comprehensive cover, you can also choose to have cover under any or all of the following optional benefits. When selected and you have paid any additional premium we ask for, we will provide the additional cover to you. The optional benefits you have selected will be listed on your Policy Schedule and apply to comprehensive cover on passenger vehicles only.

1. **Hire vehicle cost following an accident**

If your vehicle is damaged in an accident which is covered under this Policy, and your claim is accepted, we will arrange and pay the cost for a suitable hire vehicle on your behalf:

- for a maximum of 14 days; or
- until repairs authorised by us are completed; or
- until we pay the reasonable cost to repair your vehicle; or
- until we pay your claim after your vehicle has been assessed as a total loss,

whichever happens first.

The cover commences on the date your vehicle is taken to the repairer.

If you arrange and pay for the hire vehicle, we are not responsible for ensuring that a hire vehicle is available. We need you to provide us with a copy of the rental agreement or any receipts for the hire vehicle so that we can reimburse you.

If the cost of the hire vehicle is more than the maximum daily rate shown on your Policy Schedule, you will have to pay the difference.

We will not pay for:

(a) additional hiring costs;

(b) running costs, including the cost of fuel;

(c) damage to the hire vehicle;

(d) any insurance, insurance excess or other costs you may be liable for under the hire vehicle rental agreement.

2. **Windscreen protection**

If the only damage in an accident is a broken windscreen or window glass the standard excess shown in your Policy Schedule does not apply.

For the purpose of this optional benefit 'broken' means:

- a fracture that extends through the entire thickness of the glass;
- a fracture extending through all layers of the lamination, where the windscreen is laminated; or
- the damage is sufficient to prevent registration.

3. **Protected No Claim Discount**

This optional benefit is only available if you are on the maximum 'No Claim Discount' rating factor.

If you have this optional benefit and you make a claim that would normally reduce your 'No Claim Discount' rating factor, then it will not be reduced at renewal, This only applies for one such claim. Any subsequent claims that would normally affect your 'No Claim Discount' rating factor will decrease it at renewal.

See 'Claims experience and your premium' for information on the 'No Claim Discount' rating factor.

4. **Tools and equipment**

We will cover your tools and equipment of trade for loss or damage caused by:

(a) fire, lightning, explosion, malicious damage or vandalism while they are secured on or in your vehicle;

(b) theft following forcible and violent entry that causes visible damage to your locked vehicle;

(c) theft if:

(i) they are securely attached to your vehicle through the use of locks or padlocks; and

(ii) the theft results in visible damage to the securing devices;

(d) collision or overturning of the vehicle they are in or on.

We will pay up to $1,000 per item and $5,000 in total in any one period of insurance.

We will either pay the lesser of the:

(a) cost to repair or replace the lost or damaged item; or

(b) its current market value.

If only part of the item is damaged, we will only pay for that part plus the necessary cost to dismantle and reassemble it.

You must pay an excess of $250 for each claim made under this optional benefit if no other excess applies to the claim.

Subsection 3 - Uninsured motorist's benefit

Applicable to Third party property damage only

We will either repair your vehicle to its condition immediately prior to the time of loss or pay you the reasonable cost of repairs to your vehicle resulting from accidental loss or damage to your vehicle, where:

1. the accident which gave rise to the claim was totally the fault of the driver of another motor vehicle (you may be able to help confirm this by providing a police report, expert reports, witness statements or photographs taken at the scene); and
2. you provide us with the registration number of the other motor vehicle and the name and address of the driver of the other motor vehicle; and
3. at the time of the loss or damage the driver of the other motor vehicle was not insured for their third-party liability (or we cannot confirm this through our enquiries within a reasonable time).

We will not provide this cover if you or any driver listed on your Policy Schedule is the owner or part-owner of the vehicle that is responsible for the accident.

The maximum amount we will pay under this benefit for all claims from any one accident or series of accidents arising out of the one cause or incident is the lesser of $5,000 and the market value of your vehicle at the time of the loss or damage.

If we pay you the market value of your vehicle, then your vehicle in its damaged condition will become our property.

Exclusions applicable to Section 2 - Private Motor Vehicle

We will not pay for:

1. Damage to your vehicle's tyres caused by application of brakes, road punctures, cuts or bursting, unless the result of an accident covered under the type of cover you have selected or by people acting maliciously.
2. Loss of or damage:
   (a) to your vehicle due to depreciation, wear, tear, rust or corrosion;
   (b) to your vehicle or any resultant mechanical damage caused by:
      (i) failure or breakdown of a structural, electrical, mechanical or electronic nature;
      (ii) faulty design or workmanship of your vehicle parts.

   However, we do cover you for loss or damage to your vehicle resulting from faulty design or workmanship if such loss is otherwise covered by this Policy; or
      (iii) continuing to drive your vehicle after a it has been damaged or overheating;
      (iv) loss of oil or coolant except while a thief drives your vehicle; or
      (v) directly caused by a collision or fire resulting from such failure, faulty design or workmanship.
   (c) to your vehicle if it was not reasonably secured against further damage or theft, following an accident;
   (d) as a result of use of a fuel not intended for the specific make and model of your vehicle and engine.
3. Financial or non-financial consequential loss arising from loss of or damage to your vehicle, such as:
   (a) lost profits or income because you can't use your vehicle;
   (b) loss due to delay in repairs because a part isn't readily available;
   (c) any diminished value of your vehicle after it has been properly repaired;
   (d) if your vehicle is stolen or involved in an accident and you incur costs because you cannot use your vehicle - except as may be covered elsewhere in the Policy.
4. Loss of or damage to your vehicle:
   (a) if it has been modified to materially increase its designed top speed or performance unless you notify us and we have agreed to this;
   (b) if it is being used to carry more passengers or carrying or towing a heavier load than it was designed for, unless this did not contribute to the loss or damage;
   (c) if it is being used to tow a caravan or trailer when you knew or should have known it was un-roadworthy or unsafe, unless this did not contribute to the loss or damage;
   (d) while it is being used in any test, trial or experiment or demonstration other than for the purpose of selling the vehicle while on public roads or involved in a defensive driving course;
   (e) is being used or tested in preparation for racing, pace making, reliability trial or a speed or hill climb;
   (f) while it is being used for:
      (i) ridesharing;
      (ii) professional driver education;
      (iii) to deliver food or other goods for reward;
      (iv) car sharing,

      regardless of the use of the vehicle.
   (g) is let on hire, used to carry passengers for payment, other than private pooling arrangements;
   (h) if it is used for purposes not shown in your Policy Schedule;
   (i) if it runs on rails or is designed to run on water such as in a lake or sea;
   (j) outside Australia except while transported by sea between Australian ports;
   (k) if it has been legally seized or repossessed;
   (l) if it was unroadworthy or in an illegal condition, unless its condition did not cause or contribute to the incident;
   (m) due to an intentional or reckless act by you or anyone acting with your permission except when it is to avoid or reduce damage which would otherwise happen;
   (n) due to any intentional or criminal or dishonest act by you or any person you've given permission to use your vehicle;
   (o) while driven, used or controlled by someone:
      (i) who does not hold a legal driving licence to drive your vehicle in Australia; or
      (ii) who is under the influence of alcohol or drugs; or
      (iii) whose blood alcohol reading exceeds the legal limit (unless there is a law to say otherwise); or
      (iv) who, following an accident, refuses to provide or allow the taking of a sample of breath, blood or urine for testing analysis, as required by the law of any State or Territory in which the accident occurred.

   However, we do give cover if you allowed another person to drive your vehicle, and you did not know or could not be reasonably expected to know that they were not so licensed or would be under the influence of alcohol or drugs. Where permitted by law, we reserve the right to recover the amount we pay from the driver of your vehicle at the time of the loss or damage.
5. Any fines, penalties, aggravated, punitive, exemplary or multiple damages.
6. Your failure to comply with a condition of this Policy.
7. Your failure to take reasonable care where this is a contributing factor, for example:
   (a) leaving your vehicle keys inside your vehicle and leaving it unattended, such as when going to pay for petrol;
   (b) failing to lock your car's windows and doors when you leave it unattended;
   (c) not securing your vehicle after it has broken down, been damaged or you've been notified it has been found after it was stolen.
8. Your or anyone using your vehicle if you or they admit fault or liability for an incident unless we would have provided cover under the Policy anyway.
9. The illegal carrying of inflammable liquids, gases or explosives.
10. Loss or damage if your vehicle or substitute vehicle:
   (a) is not registered for use on a public road;
   (b) did not meet registration requirements in your state or territory.

   However, we will cover your legal liability in respect of the unregistered vehicle on a public road if you have obtained the appropriate permit to drive the unregistered vehicle on a public road.
11. Legal liability arising from death or bodily injury.

Other loss or damage

There is no cover under this section of your Policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from or in connection with a cyber incident.

However, we will provide cover for physical loss or damage to your vehicle arising from:

- damage to, failure of or unavailability of its electrical systems;
- loss of, corruption of, or loss of access to electronic data,

caused by a cyber incident if such loss is otherwise covered by this Policy.

How we settle your claim

If your claim is accepted, we will settle it in one of the following ways:

- repairing your vehicle; or
- paying the reasonable cost of repairing your vehicle; or
- if your vehicle is assessed as a total loss, we will pay the agreed value or market value, as shown on your Policy Schedule; or
- replacing your vehicle with a new one if the conditions for 'Replacement with a new vehicle' are met.

  If your claim is for a replacement vehicle covered under the Additional Benefit – 'Change of vehicle', we'll follow the same process as explained above, except that a reference to market value will mean its fair market value just prior to the incident.

Repairing your vehicle

If we repair your vehicle, we will repair it to a similar condition to that which it was in before the loss or damage occurred. If it is necessary to repair it to a better condition than it was in before the loss or damage occurred, then we may ask you to contribute the additional amount to repair it to the better condition. If this may be necessary, we will talk to you beforehand about how you would like to proceed.

We are entitled to keep any parts or materials salvaged from the vehicle.

Following payment of a claim, other than for a total loss claim, your agreed value will remain unchanged unless you request otherwise.

We will normally use a QBE Accredited Smash Repairer or another licensed repairer we select. We will manage the repair process, including choosing the suitable repair method.

If your vehicle is safe to drive, you will need to take it to the repairer. If it's not safe to drive, we'll arrange for it to be taken there.

If you choose your own repairer

You may choose any licensed repairer to carry out the repairs. In this case, you'll need to:

- get a quote from an appropriately licensed and equipped repairer of your choice;
- allow us to assess the quote and your vehicle before we authorise repairs; and
- allow us to get a quote from another repairer if we need one.

We may invite, accept, adjust or negotiate estimates or arrange to move your vehicle to another repairer acceptable to both of us.

We may not accept your repairer's estimate if we believe:

- they don't have the equipment or expertise to repair your vehicle;
- the scope of repairs may not be correct; or
- their estimate is not competitive.

If you choose your own repairer and your vehicle is safe to drive, you will need to take it to the repairer. If it's not safe to drive, you will need to arrange to have it taken there. We'll contribute up to the amount it would have cost us to tow it to the repairer we would have otherwise arranged to repair your car.

When you choose your own repairer and we authorise the repairs, our repair guarantee will apply as long as we manage those repairs to completion.

Partial loss

If the loss or damage to your vehicle is considered as a partial loss, we may decide, in consultation with you, to repair your vehicle. We will repair it to a similar condition to that which it was in before the loss or damage occurred.

If it is necessary to repair it to a better condition than it was in before the loss or damage occurred, then we may ask you to contribute the additional amount to repair it to the better condition. We will discuss this with you before commencing the repairs.

If you have insured any accessories we will either:

- repair them; or
- pay for the cost to replace them as new, less an amount for depreciation, wear and tear.

Our parts policy

If your vehicle was first registered:

- less than three years ago, we will use genuine new parts when they are reasonably available.
- more than three years ago:
  - for mechanical parts we will only use genuine new or genuine reconditioned parts;
  - for other parts we will use genuine new parts unless they are not reasonably available. If they are not available, we will use genuine used parts.

Regardless of your vehicle's age, we may use quality non-genuine parts for windscreen, sunroof, window glass, radiator or air conditioning repairs or replacements. When we use non-genuine parts, they will:

- be consistent with the age and condition of your vehicle;
- not affect the safety or structural integrity of your vehicle; and
- comply with applicable Australian Design Rules.

If a certain part isn't readily available, we'll pay you the last known manufacturer's Australian recommended list or retail price of that part from a reputable commercial retailer at the time we settle the claim.

Our repair guarantee

We'll guarantee the quality of workmanship and materials used in repairs we authorise and manage, for as long as the owner of your vehicle does not change.

This guarantee does not apply to damage due to lack of maintenance or wear and tear (such as faded or damaged paintwork caused by exposure to the elements).

If you have concerns about the repairs to your vehicle you must:

- contact your financial services provider; and
- allow us to inspect your vehicle and arrange any additional repairs that we agree with you are needed. We will not pay for any additional repairs we don't authorise.

If additional repairs are needed and it's not safe or economical to carry them out, your vehicle will be assessed as a total loss. If this happens after your vehicle is no longer insured with us, we'll pay its market value, calculated at the time your vehicle is assessed as a total loss.

Paying the reasonable cost of repairs

We'll pay reasonable costs to have your vehicle repaired. Reasonable costs are determined by a number of factors, which may include:

- the advice of an experienced motor vehicle assessor we've appointed;
- a quote from another repairer of our choice; and
- any adjustment allowing for method of repair.

We'll pay your vehicle's owner the reasonable cost of repairing your vehicle in the following circumstances:

- if you disagree with our assessment of required repairs or their cost;
- if parts needed for repairs are not readily available;
- if we are concerned about the pre-incident condition of your vehicle;
- if we are concerned about the timing or conduct of repairs; or
- if you have chosen your own repairer and we cannot agree with you or your chosen repairer, about the quote or the repair method for example.

To help determine the reasonable cost of repairs we may organise a quote and scope of repairs from an alternative licensed repairer we both agree on. This may require your vehicle to be moved. When we pay the reasonable cost of repairing your vehicle or reasonable cost of replacing parts for your car, you will need to pay the applicable excess and arrange the repairs to your car.

Total loss

An MVIRI Code approved assessor will assess your vehicle to be a total loss if it is:

- damaged and uneconomical to repair; or
- stolen and not found within 14 days of its theft being reported to police, and your claim is in order.

In any assessment of whether your vehicle is a total loss, we will also have regard to the applicable State or Territory laws or regulations as to when a vehicle is considered a write off.

When your vehicle has been assessed as a total loss:

- we are entitled to keep it;
- cover under this section for that vehicle is exhausted and comes to an end; and
- there is no premium refund as you have received the benefits under the Policy and we have fulfilled our contract with you.

When the cover ends, we will still pay for the following additional benefit if it applies to your cover, it is directly connected to the total loss and it continues to be relevant:

- Travel and accommodation expenses.

Paying the agreed or market value

If your vehicle has been assessed as a total loss, and if the conditions in 'Replacement with a new vehicle' are not met, or you choose not to accept a new vehicle, we will pay the agreed value or market value, as shown on your Policy Schedule.

We will deduct the following from our payment:

- any excesses that apply to your claim;
- any remaining premium instalments for the period of insurance in which the incident occurred; and
- the value of your damaged vehicle only if we agree with you that you can keep it.

When your vehicle is a total loss, and it is not security for any finance arrangement and the name of the financier is not noted on the Policy Schedule, we will pay its owner the settlement amount. If your vehicle is security for any finance arrangement and the name of the financier is noted on the Policy Schedule, we will pay them what they're entitled to receive and pay the owner any balance up to the value of the claim. We will not pay any financier's late fees, interest or other administration fees. The owner will need to remove any registered security interest in your vehicle after we settle your claim as a total loss.

Finance payout

If your vehicle is security for any finance arrangement and the name of the financier is noted on the Policy Schedule, we will pay them what they're entitled to receive and pay the owner any balance up to the value of the claim.

We will not pay any financier's late fees, interest or other administration fees. The owner will need to remove any registered security interest in your vehicle after we settle your claim as a total loss.

Replacement with a new vehicle

We will replace your vehicle with a new vehicle of the same make, model or series so long as it is available in Australia and:

1. your vehicle has been assessed as a total loss;
2. you purchased it new from the manufacturer or their dealer or as a demonstrator vehicle;
3. your vehicle is less than 24 months old from when it was first registered; and
4. where your vehicle is financed, your financier has given us written consent.

If a new replacement vehicle is not available, we will replace your vehicle with a new vehicle that is of a similar make and model. The new vehicle will have the same or equivalent factory-fitted and legal aftermarket accessories and modifications that your vehicle had.

If we cannot agree on a replacement vehicle or you choose not to accept it, we'll pay the agreed value or market value, as shown on your Policy Schedule.

When we replace your vehicle, we'll also pay for its initial stamp duty and registration fees, but not compulsory third party insurance if this is sold separately where your vehicle was last registered. We won't pay to purchase or transfer any extended warranty for the new car.

When we replace your vehicle, you will need to pay us:

- any excesses that apply to your claim;
- any remaining premium instalments for the period of insurance in which the incident occurred; and
- the value of your damaged vehicle only if we agree with you that you can keep it.

Settling your total loss claim

Where your vehicle is a total loss, and your claim is accepted, your Policy comes to an end. How your claim is settled will depend on whether you have taken out an agreed value policy or a market value policy.

(a) If a security interest is registered over your vehicle, we will:

(i) pay the financier the sum insured, up to the amount required to discharge your loan or finance agreement; and

(ii) pay you the remaining balance of the settlement sum.

(b) If no security interest is registered over your vehicle, we will:

(i) pay you the sum insured; or

(ii) replace your vehicle if a similar make and model is available.

Any payment made to the financier will satisfy our obligation to you under this Policy for the amount paid.

Excesses

In most cases, you'll need to contribute an amount towards the cost of any claims you make under this cover.

Where more than one motor vehicle is covered under this section, and, those motor vehicles are involved in the same incident which gives rise to a claim, you will have to pay the applicable excesses in respect of each motor vehicle. You may have to contribute more than one excess, for example an age or inexperienced driver excess.

Each excess is shown in your Policy Schedule and is explained below.

How we collect the excess

When an excess applies to your claim, we'll let you know when and how to pay the excess as this will depend on how your claim is settled. For example:

- if we repair your car, we'll normally ask you to pay the excess to the repairer before they start the work;
- in some instances, we'll ask you to pay your excess to us such as where a repairer or supplier is not able to accept an excess payment or your vehicle is a total loss and we replace it with a new one;
- if we pay you the reasonable cost to repair your vehicle, we will deduct the excess from the amount we pay you;
- if your vehicle is a total loss and we pay you the agreed or market value for your car, we will deduct the excess from the amount we pay you.

We will not pay for any costs that result from a delay in paying an excess.

Excess Type	When applicable
Standard	In most cases you will need to contribute an amount towards the cost of any claims you make. This amount is shown in your Policy Schedule. The standard excess applies to all claims unless: • your claim is for a not-at-fault vehicle accident; or • the incident you are claiming for is malicious damage, theft or attempted theft and you provide us with the full name and address of the person responsible for the incident; or • your claim is only under the Optional cover – 'Windscreen Protection.'
	If you are unable to provide us with the full name and address of the person responsible for the incident, we are unable to waive the excess. We need these details in order to be able to conduct a settlement or recovery.
Age or inexperienced driver	**Applies to passenger vehicles only** In addition to the standard excess, you will have to contribute an age excess or inexperienced driver's excess if at the time of any incident giving rise to a claim your vehicle is driven, used or controlled by a person who: 1. is under the age of 25; or 2. is aged 25 or more but has not held an Australian driver's licence for two or more years for the type of vehicle being driven at the time of the accident. The amount of the age or inexperienced driver excess is shown in your Policy Schedule. You will not have to pay this additional excess if the only damage to your vehicle is a broken windscreen or window glass or is caused by storm or hail, or your vehicle is damaged while parked or unattended.
Learner driver	**Applies to passenger vehicles only** If a licensed learner driver is in control of your vehicle at the time of an accident, we apply the excesses that would have applied to the licensed passenger instructing the learner had the passenger been driving.
Undeclared driver	**Applies to passenger vehicles only** In addition to any other excesses that apply, you will have to contribute an undeclared driver's excess if, at the time of an incident which gives rise to a claim, your vehicle was being driven by or in the charge of a person: • who is a member of your family; and • whose name isn't listed as a driver in your Policy Schedule. You will not have to pay this excess if: • the driver of your vehicle is over 25 years of age and, in the five years immediately before the accident or loss, has not: ◦ been convicted of driving under the influence of alcohol; or ◦ had their licence suspended or cancelled; • an emergency existed; • the use of your vehicle is shown as business or commercial in your Policy Schedule; • the only damage to your vehicle is a broken windscreen or window glass, hail damage, or loss or damage which occurs when your vehicle is parked or unattended; or • the driver of your vehicle has their own vehicle comprehensively insured under the same policy, and they are noted on the Policy Schedule as a driver of that vehicle. The amount of the undeclared driver's excess is shown in your Policy Schedule.

Excess Type	When applicable
Optional Benefit **Tools and equipment**	**Applies to Comprehensive cover only** If you have comprehensive cover and this optional benefit is listed on your Policy Schedule you will have to contribute an excess of $250 for each claim made under this optional benefit if no other excess applies to the claim.

When you will not have to pay an excess

You will not have to pay an excess if the claim involves a collision with another vehicle and:

1. the collision which gave rise to the claim was totally the fault of the driver of another vehicle (you may be able to help confirm this by providing a police report, expert reports, witness statements or photographs taken at the scene); and
2. you provide us with the registration number of the other vehicle and the full name and address of the other driver; and
3. the amount of your claim exceeds the applicable excesses under the Policy.

We give this benefit only if we are allowed legally to recover the amount of any loss including any applicable excesses from the responsible person.

This benefit does not apply to windscreen damage and you will have to pay any excess applicable for windscreen only damage.

Where the driver of the other vehicle disputes who was at fault, you must pay any excess which applies but we will refund it if we are successful in establishing that the other driver was at fault.

Section 3 – Boat

Words with special meaning

The words below have a special meaning in this section of your Policy.

Word or term	Meaning
Agreed value	the fixed amount shown on your Policy Schedule for which your boat is insured for each period of insurance regardless of any price change for your boat during that period.
Anti-theft device	a professionally manufactured purpose designed anti-theft device. Examples include: • klamp it; • hitch helmet; • trailercop; • trojan sentry; • braided steel cable, to secure your boat or personal watercraft to the trailer. Anti-theft device does not include chains and/or padlocks.
Boat	the boat described in your current Policy Schedule. Your boat is comprised of: (a) the hull; (b) its motor(s), including fuel tanks (unless they form part of the Hull); (c) equipment and accessories; (d) its sails, masts, spars, standing and running rigging; (e) its trailer; (f) personal effects (or those of any passenger onboard your boat).
Equipment and accessories	safety equipment installed or carried in accordance with statutory requirements and any other equipment intended for the use of or with your boat as shown in your Policy Schedule. It includes: • any tender used with your boat; • anchors; • oars or paddles; • detachable canopies or tarpaulins including dodgers and biminis; • boat and motor covers; • bilge pumps; • life-saving equipment including life jackets; • auto pilot; • depth sounders; • electronic navigation equipment including laptop computers that can be clearly demonstrated are used for navigation purposes; • global positioning system; • EPIRB (Emergency Position Indicating Radio Beacon); • two-way radios; • tools; • unfixed spare parts.
Household contents	contents permanently kept on the boat for your personal use, provided they are not separately insured, including: • cushions, bedding, manchester and flags; • unfixed furniture, tables and chairs; • home entertainment equipment including TV(s) and DVD player(s); • items and appliances used for cooking, drinking and eating; • portable refrigerators, freezer and ice boxes, (excluding food and alcohol); • portable barbecues and gas bottles.
Hull	the shell of your boat, deck, fixtures and fittings on deck or below deck that are not normally removable and would be normally sold with your boat. This includes household contents.
Indemnity	to place you in the same financial and/or material position as you were in immediately before your loss. Indemnity does not mean new for old unless stated. We may deduct an amount for wear and tear, depreciation or betterment.
Motor(s)	includes: • inboard motors; • outboard motors; • bow thrusters; • stern drive units; • jet units; • gear boxes; • propellers; • shafts; • skegs; • portable fuel tanks and lines; • wiring harness; • instruments (e.g. tachometer); • control cables; and • generators (gen sets).
Permanent living accommodation	using your boat as your permanent place of residence (which is defined as a place at which the person resides or a place at which the person has sleeping accommodation on a permanent basis).
Permanent total disablement	you are unable from the date of the injury to perform your occupation or any other occupation for which you are suited by reason of your education, training or experience and are not otherwise employed or engaged in any business activity, and under the continuous and regular care of a doctor and undergoing appropriate treatment for a for a period of at least 12 consecutive months and you remain unable to do so for a continuous indefinite period.

Word or term	Meaning
Personal effects	items normally worn or carried on your person including: • clothing; • mobile phones, prescription glasses and sunglasses; • waterproof gear and bags; • food and beverage coolers; • shoes; • wallets and purses (excluding money and credit cards); • toilet articles; • hats and caps; • keys and pens; • portable radio and compact disc/MP3 players; • binoculars. Personal effects does not include sporting equipment for water skiing, fishing, diving or any other water sport.
Personal watercraft (PWC)	a vessel: • designed to be operated by a person standing, sitting astride or kneeling on it; • propelled by water-jet propulsion; and • with an engine in a watertight compartment. This definition is subject to the relevant State Maritime Authority and its legal definition of a PWC.
Sails, masts, spars, standing and running rigging	sails, masts, spars, booms and fittings, spinnaker poles, standing and running rigging.
Salvage	either: (a) what is left of your boat after it has suffered loss or damage; or (b) the action of saving your boat in a time of peril.
Sporting equipment	fishing equipment (including rods, reels, tackle and other similar equipment), diving equipment (including regulators, tanks and buoyancy compensation devices), kayaks, canoes and wave skies and/or water ski and aquaplaning equipment used for recreational purposes and owned by you.
Temporary total disablement	you are unable from the date of the injury to perform the occupation, business or profession which you were carrying on immediately before the date of disablement, and from which you received wages, salary or income prior to, but not after the date of disablement.

Word or term	Meaning
Tender	• an auxiliary boat (or dinghy): ◦ usually carried on deck or on davits on your boat; or ◦ towed behind your boat; and • the outboard motor normally attached that is used as: ◦ a lifeboat; ◦ a means of transportation between your boat and the shore; or ◦ both. A tender must be marked with the registration number of your boat and not registered in its own right.
Total sum insured	the amount we agree to insure your boat for and is the total value for all of your boat's hull, motors, equipment and accessories, sails, masts, spars, standing and running rigging and trailer, whether individual sums insured are specified for these items by you or not.
Trailer	the trailer described in your Policy Schedule and its winch, including power winch.
Water skiing or aquaplaning	travelling on the surface of water, either barefoot, or on water skis or similar devices designed for that purpose while being towed by your boat.

Cover

We will cover your boat described in your Policy Schedule including while it is navigating or in transit within Australia and Australian inland and coastal waters up to 250 nautical miles (unless otherwise stated in your current Policy Schedule) and including while your boat is at any marina, slipway or location when laid-up ashore or engaged in any voluntary rescue work:

We will not cover:

1. any boat, being a combination of hull and motor, capable of a speed exceeding 60 knots;
2. moorings; or
3. money, credit cards, spectacles, watches, jewellery, cameras, mobile phones, pagers, consumable stores, compact discs, audio or video tapes, unless covered under additional benefit 5 'Personal effects'.

We do not cover any dinghy or tender used with your boat if it is capable of a speed greater than 20 knots. We may specifically agree to provide this cover on application. If we agree in writing to provide this cover, we will show the dinghy or tender in your Policy Schedule.

Excesses applying to this section

An excess is an amount you pay whenever you make a claim.

The number of excesses and the amounts you pay are shown on your Policy Schedule. If more than one excess applies, you'll have to pay the total of all the excesses. If we find your claim involves more than one incident, you'll have to pay the applicable excesses for each incident.

Excess Type	When applicable
Standard	You will have to pay a standard excess for every claim. This amount is shown in your Policy Schedule as the standard excess.
Personal Effects	You must pay an additional $100 excess for each and every claim for loss or damage to your personal effects.
Household contents	If you make a separate claim for loss or damage to your Household contents this will be subject to the excess shown on your Policy Schedule.
Trailer boat moored in New South Wales	You must pay an additional excess of $1,000 in addition to any excess shown in your Policy Schedule if: • your trailer boat (or other boat type not specifically designed to be moored) is moored in New South Wales waters; and • suffers loss as a result of sinking, immersion, or swamping at its mooring.
Personal watercraft	You must pay double the excess shown in your Policy Schedule for each claim for personal watercraft whenever the vessel is under the control or being operated by a person who: • is less than 25 years of age; or • has less than two years' experience in the use of this type of craft.
Yacht racing risk	For each and every claim we pay under Optional benefit 1. Yacht racing and Optional benefit 2. Yacht club social racing, the following excess applies for loss or damage to sails, mast, spars, standing and running rigging: • **Boats with a sum insured of $50,000 and below** the excess shown in your Policy Schedule increased by 150% for each and every claim. • **Boats with a sum insured over $50,000** ◦ less than five years old – the greater of: › 20% of the value of the claim for sails, masts, spars, standing and running rigging; or › the excess shown in your Policy Schedule. ◦ more than five years old – the greater of: › 30% of the value of the claim for sails, masts, spars, standing and running rigging; or › the excess shown in your Policy Schedule. All other damage during racing is subject to the excess shown in your Policy Schedule.

When you will not have to pay an excess

You will not have to pay an excess for claims:

1. for the total loss of your boat;
2. arising out of death or bodily injury under the personal accident or liability cover (including optional water skiers or aquaplaning extension if selected);
3. for land towing or boat inspection costs under other expenses.

Subsection 1 – Loss of or damage to your boat

Cover

1. **Accidental damage**

   (a) We will cover you if your boat:

   (i) is damaged accidentally; or

   (ii) sinks accidentally, provided it was in seaworthy condition at the time of sinking.

2. **Theft (excluding personal watercraft)**

   We will cover you for theft of:

   (a) the entire boat including trailer, outboard motor(s), equipment and accessories;

   (b) part of your boat including trailer, outboard motor(s), equipment or accessories from:

   (i) your boat; or

   (ii) the place of storage of your boat, trailer, outboard motor(s) or the equipment and accessories.

   In the event of a claim, it will not be necessary for you to demonstrate that there is physical evidence of violent and forced entry, but it is a condition of this cover that you are at all times required to take reasonable measures to prevent theft (for example placing equipment / accessories or outboard motors temporarily removed from your boat in a secure place of storage).

3. **Theft of personal watercraft (PWC)**

   We will cover you for theft of your PWC while:

   (a) stored ashore in a locked garage or yard, provided there is physical evidence of violent and forcible removal from or entry to the place of storage; and

   (b) on a trailer, but only if:

   (i) your trailer was immobilised by an anti-theft device; and

   (ii) there is physical evidence of visible and violent and forcible removal of both your trailer and the anti-theft device.

   'Anti-theft device' means a professionally manufactured, purpose-designed anti-theft device, but does not include chains or padlocks.

4. **Malicious damage**

   We will cover you for malicious damage to your boat.

5. **Search costs**

   We will cover you for costs or expenses you reasonably incur for the hire or charter of any vessel or aircraft to be used in search of your boat presumed lost or in distress. These costs are subject to a limit of $10,000 any one event.

6. **Transit damage**

   We will cover you for accidental damage to your boat during transit on its own trailer by road, rail or ship, provided your boat is designed to be normally trailed by a boat trailer and you comply with all statutory requirements.

7. **Damage caused by government authority**

   We will cover you for damage to your boat by a government authority in order to prevent or minimise a pollution hazard or threat of such a hazard resulting from damage to your boat, provided this has not resulted from your lack of due diligence.

8. **Other expenses**

   If your boat gets into difficulties or is damaged accidentally, we will pay the reasonable cost of taking action to:

   (a) minimise loss or damage;

   (b) remove your boat to safety (including emergency towing);

   (c) dry all the electrical equipment in the motor(s);

   (d) clean and oil the motor(s); and

   (e) tow your boat to the nearest repairer in an emergency following a loss (provided your boat is designed to be towed by a trailer), limited to a total amount of $750 for all claims during the period of insurance;

   (f) if your boat is stranded, we will pay the reasonable costs of inspecting the hull to see if it is damaged.

   We won't deduct an excess from a claim for these costs.

   You do not need our authority to take such action if it is an emergency and you are unable to contact us to obtain authority.

   However, you must advise us as soon as possible after the action has been taken.

   We'll pay these costs in addition to the sum insured of your boat. The additional amount we will pay is limited to the sum insured of the boat shown in your Policy Schedule.

What we will pay for

This is an agreed value Policy.

Where specified and shown in your Policy Schedule, there is an agreed sum insured for each of:

1. the hull;
2. the motor(s);
3. sails, masts, spars, standing and running rigging;
4. trailer; and
5. equipment and accessories.

Individual items of equipment and accessories have an agreed sum insured where specified by you. In the event of a claim, the maximum we will pay you for each item lost or damaged is the agreed sum insured for that item.

Where you have not specified a separate sum insured for either:

1. a part of your boat as above; or
2. an individual item,

then the maximum we will pay is the current market value of the part or item.

However, the maximum amount we pay will not exceed the total sum insured under any circumstances.

Any amount we pay will be reduced if the total market value of your boat including all items listed above exceeds the total sum insured shown in your Policy Schedule by more than 20%. The amount we pay will be reduced in proportion to the difference between the market value of the whole boat and the total sum insured.

Basis of settlement

We will either:

1. repair or replace your boat or the item involved; or
2. pay you the reasonable cost of repairing or replacing your boat or the item involved; or
3. pay you the sum insured (where specified) of your boat or the item involved and take ownership of any salvage; or
4. pay you the current market value of your boat or the item (where there is no agreed value) and take ownership of any salvage.

Repairing your boat

If we repair your boat, we will repair it to a similar condition to that which it was in before the loss or damage occurred.

If it is necessary to repair it to a better condition than it was in before the loss or damage occurred, then we may ask you to contribute the additional amount to repair it to the better condition. We will discuss this with you before commencing the repairs.

If you have insured any accessories, we will either repair them or pay for the cost to replace them as new, less an amount for depreciation, wear and tear.

Replacement of damaged parts

In the event of an accident covered under this Policy, should any part of your boat or other insured property become unavailable in Australia, we will reimburse you, in accordance with the basis of settlement, but in no circumstances will we be liable for more than the cost of the parts plus the cost of freighting such parts by sea transport.

Should the cost of these parts plus the cost of the repairs exceed the sum insured or market value, whichever is the lesser, we reserve the right to declare your boat a total loss.

Imported boats

If your boat has been imported and any part is not available in Australia, we will only pay for the cost of parts used in the repair of your boat up to the manufacturer's recommended list price in Australia.

However, if such list is not available, we will only pay for the cost of the parts plus the cost of freighting such parts by sea transport.

If there is a delay in the repair process due to the importation of parts, you are not covered for any loss of use of your boat during that time.

Total Loss

Where your boat is damaged or destroyed and the cost to repair it plus the value of any salvage (if applicable) exceeds the agreed value or market value; or your boat is stolen and not recovered within a reasonable period of time. We will either:

1. replace your pleasure craft with an equivalent new pleasure craft of the same make, specifications, model or series so long as it is available in Australia and provided that it is less than two years old. We will also pay any registration and/or stamp duty costs applicable;
2. pay the amount of loss or damage up to the sum insured or its market value, whichever is the lesser, if the words 'Market value' are shown in the Policy Schedule;
3. pay the sum insured as shown in the Policy Schedule.

Paying you the sum insured

You must take the necessary steps which we require to remove any security interest in your boat after your loan or finance agreement has been discharged.

Market value

If you have insured your boat for market value, we will either:

1. replace your boat with an equivalent boat or pay you its market value at the time of the total loss plus;
2. replace all insured accessories or pay you the cost to replace them as new, less depreciation.

Agreed value

If you have insured your boat for agreed value, we will either replace your boat with an equivalent boat or pay the agreed value shown in your Policy Schedule.

Replacement with a new boat

We will replace your boat with a new boat of the same make, model or series if:

1. your boat is a total loss;
2. you purchased it new from the manufacturer or their dealer or as a demonstrator boat;
3. your boat is less than 24 months old from when it was first registered; and
4. where your boat is financed, your financier has agreed in writing.

If a new replacement boat is not available, we will replace your boat with the nearest equivalent boat available in Australia.

If we cannot agree on a replacement boat, we will pay you the amount it would cost to buy the same boat as, or a near equivalent of, the old boat.

We also pay the registration, stamp duty and dealer charges for the period registered but not exceeding 12 months on the new boat but any refund of registration fees or stamp duty that applies must be refunded to us.

Discharging a security interest

You must take the necessary steps which we require to remove any security interest in your boat after your loan or finance agreement is discharged.

Depreciation

When we either replace an item, or pay the cost of replacing an item which has no agreed sum insured, then depreciation may apply and the amount payable is determined by:

1. comparing the value of an item with an item of similar age and condition; or
2. establishing the actual cost of an item of similar age and condition.

When we repair an item, the amount that we pay is limited by the actual value of the item being repaired compared with its age and condition.

If your boat is less than one year old, we will not apply depreciation in determining the amount paid to you.

Additional benefits

We provide the following additional benefits when we accept a claim as a result of an insured loss under this Policy section. They are in addition to the sum insured for boat unless otherwise specified.

1. **Automatic reinstatement**

When we pay a claim for your boat or an item under this section, we will automatically reinstate the sum insured for your boat or that item to the amount shown in your Policy Schedule, provided you:

(a) give us written details of the replacement boat or item within 14 days of buying them; and

(b) pay us any additional premium that we ask for.

2. **Household contents**

We cover for physical loss or damage to your household contents on board your boat caused by an accident or theft.

3. **Penned boat**

Where your boat is penned or berthed in a marina nominated in your Policy Schedule, in the event of a claim under this Policy for loss or damage to your boat while:

(a) penned in a berth;

(b) while moored on a pontoon; or

(c) berthed in an air berth,

the excess shown in your current Policy Schedule will not be deducted.

4. **Personal accident cover**

If, as a result of an accident, during the period of insurance, you suffer a bodily injury, which arises directly out of the use of your boat, and that results in either:

(a) your death;

(b) temporary total disablement within six calendar months of the bodily injury; or

(c) permanent total disablement within 12 months of the bodily injury,

we will pay in the event of your:

(a) death - the sum of $30,000;

(b) temporary total disablement - the sum of $300 per week, up to a maximum of 100 weeks;

(c) permanent total disablement - the sum of $30,000.

To qualify for payment, you must obtain and follow the advice of a qualified medical practitioner (other than you or your spouse) as soon as possible after the accident.

This benefit excludes cover for death or bodily injury caused by the activity of:

- scuba diving, diving or diving operations;
- swimming, snorkelling or tunnel diving;
- towing of persons or objects in the air, including para-sailing.

5. **Personal effects**

If your personal effects suffer physical loss or damage caused by an accident or theft you are covered up to:

(a) $200 for any one item for mobile phones, prescription glasses or sunglasses; and

(b) $1,000 any one item and $12,500 in total for all other personal effects,

arising from an accident or theft.

We will either:

(a) repair or replace the lost or damaged item; or

(b) pay you the reasonable cost of repairing or replacing the lost or damaged item.

6. **Power Boat Association time trials**

We will cover you if your boat is participating in time trials conducted under the control or regulation of the Power Boat Association, to a maximum speed of 30 knots.

7. **Purchase of a new boat**

If you replace your boat or any item shown in your Policy Schedule and we agree to cover the replacement, we will cover the new boat or item:

(a) from the time you purchased it; and

(b) up to the same value as your agreed sum insured.

However, the Policy will no longer cover the replaced boat or item.

We will cover the 'new' or replacement boat or item only if:

(a) you give us its details in writing within 14 days of buying it; and

(b) you pay us any additional premium that we ask for.

In giving you this cover, we will consider either the price you paid for the hull, motor(s), equipment and accessories, sails, masts, spars, standing and running rigging and its trailer, or valuation as the agreed sum insured for that time.

8. **Sporting equipment**

We will cover you for:

(a) accidental damage to your sporting equipment on board your boat, but not while it is in use;

(b) theft of your sporting equipment, provided there is visible evidence of forcible and violent entry into:

(i) your boat; or

(ii) the normal place your boat is stored.

The most we will pay is $1,000 for any one item and up to $10,000 in total.

9. **New boat replacement**

If your boat is deemed a total loss within two years of the start of its first period of registration, and this Policy covers the loss, we will replace your boat with a new boat of the same make and model. We will also pay any registration or delivery fees in relation to the new boat.

If a replacement boat is not available, we will:

- replace it with the nearest equivalent boat; or
- pay you the market value of the nearest equivalent boat,

whichever you prefer.

If we pay you under this additional benefit, we take ownership of any salvage.

Optional benefits applying to Subsection 1

You can choose to have cover under the following optional benefits. You must pay us any additional premium we ask for.

Your Policy Schedule will show the optional benefits you select.

1. **Yacht racing**

(a) Where you choose to have cover under the following optional yacht racing risk extension, and you have paid any additional premium we ask for, we will confirm your cover by showing the optional extension on your Policy Schedule. We will provide additional cover to you for loss of or damage to your boat including its:

(i) sails;

(ii) masts;

(iii) spars; and

(iv) standing and running rigging,

while your boat is racing.

(b) We will only cover you when your boat is operating within the following navigational limits:

(i) non-trailered boats – within 250 nautical miles of your boat's home port;

(ii) trailer boats – within 250 nautical miles of the place where your boat was last launched, within Australian territorial waters.

You need to advise us if you require wider navigational limits for racing.

When you are not covered

We will not cover you for any racing outside of the areas set out above, unless you have our agreement in writing.

What we will pay

(a) If an item is lost or damaged while your boat is racing, we will either:

(i) repair or replace the item;

(ii) pay you the reasonable cost of to repair or replace the item;

(iii) pay you the agreed sum insured (where specified) of the item and take ownership of any salvage; or

(iv) pay you the current market value of the item (where there is no agreed value) and take ownership of any salvage.

(b) When we either replace an item, or pay the cost of replacing an item which has no agreed value, then depreciation will apply and the amount payable is determined by:

(i) comparing the value of an item with an item of similar age and condition; or

(ii) establishing the actual cost of an item of similar age and condition.

2. **Yacht club social racing**

Where you choose to have cover under the following optional yacht club social racing risk extension, and you have paid any additional premium we ask for, we will confirm your cover by showing the optional extension on your Policy Schedule. We will provide additional cover to you for loss or damage to your boat including its:

(a) sails, excluding spinnaker(s);

(b) masts;

(c) spars; and

(d) standing and running rigging,

while your boat is being raced in yacht club social races within 25 nautical miles from your boat's home port, or place of launching.

What we will pay

(a) If an item is lost or damaged while your boat is racing in yacht club social races, we will either:

(i) repair or replace the item involved;

(ii) pay you the reasonable cost to repair or replace the item involved;

(iii) pay you the sum insured (where specified) of the item involved and take ownership of any salvage; or

(iv) pay you the current market value of the item (where there is no agreed sum insured) and take ownership of any salvage.

(b) When we either replace an item, or pay the cost of replacing an item which has no agreed sum insured, then depreciation will apply and the amount we will pay is determined by:

(i) comparing the value of an item with an item of a similar age and condition; or

(ii) establishing the actual cost of an item of a similar age and condition.

What you are not covered for under Subsection 1

We will not cover you for:

1. loss of any outboard motor(s) when they are secured to your boat in a manner other than that specified or recommended by the manufacturer;
2. theft of your boat or any part of it by persons to whom you have loaned your boat;
3. loss or damage:
   (a) you or a person acting with your express or implied consent intentionally causes, unless required by law;
   (b) caused by:
      (i) normal wear and tear;
      (ii) timber rot, delamination, osmosis, deterioration, vermin or marine growth;
      (iii) rusting or other forms of corrosion or electrolysis; or
      (iv) lack of maintenance.
4. depreciation;
5. mechanical, structural, electrical or electronic failures;

   We will pay the resultant damage to your boat due to the failure, but not the cost to repair or replace the item that failed.
6. the cost of repairing or replacing any part of your boat which has a defect caused by fault, error in design or construction or faulty workmanship;
7. financial, emotional or psychological loss which occurs because you cannot use your boat;
8. accidental loss or damage to fishing gear, diving equipment, tools or water ski equipment while in use;
9. damage to sails and protective covers caused by the force of wind unless there has also been damage caused to the masts, spars or your boat;
10. any claim arising directly or indirectly from pollution or contamination by any substance;
11. any fine or penalty.

Subsection 2 – Legal liability

What you are covered for

1. **Operating your own boat**

We cover you and any person you allow to control your boat against legal liability for:

(a) accidental death or bodily injury to a person other than you;

(b) accidental death or bodily injury to you when someone you allow is in control of your boat; and

(c) accidental damage to other people's property.

2. **Operating a substitute boat**

We will cover you against legal liability for:

(a) accidental death or bodily injury to a person other than you; and

(b) accidental damage to other people's property,

caused by the use of a substitute boat provided that:

(i) you have permission from its owner;

(ii) your boat is not being used at the time; and

(iii) neither you nor any member of your family own or have an interest in the substitute boat.

If you have cover under any other policy entered into by someone other than the named insured, or the law requires you to hold, we will only cover you under this section for the amount your liability exceeds the limits of cover under the other policy.

3. **Sudden and accidental discharge, release or escape of fuel or lubricants**

We will cover you or any person you allow to control your boat (within the requirements of any law) against legal liability for actual physical damage to property caused by sudden and accidental discharge, emission, spillage, or leakage of oil, petroleum products, effluent or sewage from your boat on or into waters or land.

This extension of cover excludes:

(a) discharge, emission, spillage or leakage that arises from your wilful negligence or misconduct or wilful negligence or misconduct of any person you allow to control your boat;

(b) death, bodily injury or illness;

(c) contractual or assumed liability;

(d) any loss of use or consequential loss;

(e) fuel or lubricants not being used in connection with the operation of your boat at the time of the loss; and

(f) breach of any Federal, State or Local legislation regulating or controlling the discharge, spillage, emission or leakage of oil or any other substance into navigable waters or elsewhere or removal of or liability for discharge, spillage, emission or leakage.

We will pay no more than $500,000 for any one accident or series of accidents caused by the one event including legal expenses for this cover.

4. **Berth holders legal liability**

We will cover you for any legal liability imposed on you by the terms and conditions of a lease or other agreement to provide a berth, mooring or storage facility for your boat.

In circumstances where legal advice or representation is required, we will pay the costs of:

1. compensation; and
2. legal fees and expenses,

that you are liable for.

We pay the costs of legal fees and expenses you incur if we consent to them in writing before you incur them.

5. **Recovery or removal of wreck costs**

If your boat is damaged or sinks accidentally, and we agree to recover it or the law requires that it must be removed, we will pay the reasonable costs of the removal/recovery of the wreck.

Maximum limit

The most we will pay is the sum insured shown in your Policy Schedule in total for all claims that arise from any one accident. The sum insured includes all legal fees and expenses.

Optional benefit applying to Subsection 2 - Water skiing or aquaplaning extension

Where you choose to have cover under the following optional water skiing or aquaplaning extension, and you have paid any additional premium we ask for, we will confirm your cover by showing the optional benefit on your Policy Schedule.

1. We will cover you or any person you allow to control your boat and the person acting as an observer (within the requirements of any law) against legal liability for:
   (a) accidental death or bodily injury to:
      (i) a water skier or aqua-planer (including you) towed by your boat; and
      (ii) any person caused by a water skier or aqua-planer being towed by your boat; and
   (b) accidental damage to another person's property caused by a water skier or aqua-planer towed by your boat.
2. We will also cover a water skier or aqua-planer towed by your boat against their legal liability to others for:
      (i) accidental death or bodily injury to a person; or
      (ii) accidental damage to property other than your boat,
      they cause while towed by your boat.

What you are not covered for

We will not pay the costs of liability arising out of:

(a) water skiing or aquaplaning when there is not a legally competent observer in addition to the driver on board your boat at the time of the accident;

(b) water skiing or aquaplaning when an aerial device or ski ramp is being used;

(c) water skiing or aquaplaning when a ski mast, ski pole or ski tower is being used unless it is professionally designed, manufactured and installed;

(d) competition water skiing;

(e) towing or using air chairs;

(f) towing of any person by personal watercraft (PWC) that breaches applicable maritime authority regulations; or

(g) towing of any device not designed and professionally manufactured for the purpose of being towed behind a boat (for example: surfboards or tyre tubes).

Specific exclusions applying to Subsection 2 Legal Liability

We will not cover your legal liability for:

(a) loss of or damage to any property:
   (i) you or any other person covered by this Policy own;
   (ii) in your custody or control.

(b) bodily injury to, or the illness or death of a person that is covered (or should have been covered) by any compulsory compensation insurance, including any compulsory third party boat insurance;

(c) death or bodily injury caused by the activity of scuba diving;

(d) death or bodily injury or property damage intentionally caused by a person covered by this Policy;

(e) loss of or damage to third party property arising from the trailer being towed by, or breaking away from or accidentally becoming detached from, the towing vehicle;

(f) the towing of persons or objects in the air, including parasailing;

(g) water skiing or aquaplaning unless you have chosen Optional benefit 'Water skiing or aquaplaning extension' and it is shown in your Policy Schedule;

(h) any tradesperson or company you engage for the repair, service or maintenance of your boat;

(i) any claim arising directly or indirectly from pollution or contamination except as otherwise specifically covered elsewhere in the Policy;

(j) actions that are brought against you in a court or tribunal outside Australia or a court or tribunal that applies laws other than the law of a State or Territory of Australia;

(k) any fine or penalty;

(l) aggravated, exemplary or punitive damages;

(m) loss or damage caused by or arising from the transmission of a disease illness or sickness while using your boat.

Specific exclusions applying to Section 3 Boat

We will not cover you when:

1. your boat is outside the cruising limits described in your Policy Schedule;
2. your boat was being operated:
   (a) at a speed greater than 60 knots;
   (b) with a motor more powerful than recommended by the hull manufacturer for the hull specifications; or
   (c) with a greater number of passengers or load recommended by the hull manufacturer.
3. you or the operator of your boat:
   (a) was under the influence of alcohol or any drug;
   (b) had a percentage of alcohol or drugs in your/their breath or blood in excess of the percentage permitted by law in the place where the accident occurred; or
   (c) refused or failed to provide or allow the taking of a sample of breath, blood or urine for testing analysis as required by the law in the state or territory in which the accident occurred.

We will cover you if you:

(a) were not onboard your boat at the time; and

(b) can clearly demonstrate that you had no reason to suspect that the person in control:

(i) would be under the influence of alcohol or drugs; or

(ii) had a percentage of alcohol or drugs in excess of legal limits.

4. your boat was under the control of a person not licensed under the relevant law to be in control of your boat.

We will cover you if:

(a) your Policy Schedule did not name the person as one of the insureds; and

(b) you can clearly demonstrate you had no reason to suspect that person was unlicensed.

5. your boat was being used in racing, speed tests or trials, except to the extent of cover provided by Subsection 1 Optional benefit 1.'Yacht racing risk' or 2. 'Yacht club social racing risk', if these benefits are selected and paid for by you;

6. your boat was being used for an unlawful purpose;

7. your boat was being used for hire or charter, or for payment or reward at the time of the accident or loss unless we specially agree to cover this use and specify the cover in your Policy Schedule;

8. your boat was being towed on a trailer and the driver with your express or implied consent was not licensed to drive such a vehicle in accordance with the law.

We will cover you if you were not in the vehicle at the time and can clearly demonstrate that you had no reason to suspect that the driver was unlicensed;

9. your boat is being transported on a trailer, unless your boat is designed and built for that purpose;

10. your boat is being loaded or unloaded or transported by a commercial carrier unless you tell us beforehand in writing, and we agree in writing to cover you;

11. your boat is being used for permanent living accommodation unless you tell us beforehand in writing, and we agree in writing to cover you;

12. you do not keep the boat in good order and repair, or in a proper state of seaworthiness and in compliance with the minimum safety equipment and safety standards as required under the relevant regulatory standards applicable to your boat;

13. you do not keep your mooring that you use for your boat in good order and repair or in accordance with the applicable Maritime regulatory standards and requirements;

14. your boat is undergoing major hull repair or alteration (for example, extending the length of your boat, major refurbishment of deck, cabin and hull or replacing inboard engines) unless you tell us beforehand in writing, and we agree in writing to cover you.

Specific condition applying to this section - If you sell or give away your boat

If you sell or otherwise give away your boat, or part ownership in your boat, and do not tell us, the cover under this section ceases immediately, without any notice to you, from the time you sell or otherwise give away your boat. If you are giving up an interest as lessor, mortgagee or owner under a hire purchase agreement you do not have to tell us.

Section 4

This section has been left blank intentionally.

Section 5 – Farm property

Words with special meaning

The words below have a special meaning in this section of your Policy.

Word or term	Meaning
Accidental damage	physical loss of or damage to your building or contents, at the address, directly caused by: • an accident; or • the insured events listed in Section 5 – 'Farm property' – Insured events 1. to 7, subject to the Policy conditions and exclusions.
Buildings	buildings: • on your farm; • not used primarily as a place of residence; and • shown in your Policy Schedule. Buildings include: (a) landlord's fixtures and fittings for which you are legally liable under the terms of your rental or leasing contract; (b) water or fuel tanks; (c) stock yards attached to or adjacent to your farm buildings; (d) fixed services of water, sewerage, garden irrigation, gas, electricity telephones, radio receiving equipment you own or for which you are responsible; (e) grain or feed silos including fixed elevators; and (f) bridges or causeways when we agree to cover them and they are listed in your Policy Schedule. Buildings does not include: (a) the parts of property undergoing erection, construction, alteration, where the total cost exceeds $100,000; (b) immobile machinery; (c) fences not attached or adjacent to the buildings; (d) dams, dam liners or earth irrigation channels or canals.
Contents	property belonging to you (or which you are responsible for) used to carry out your farm business. Contents also includes food and other products grown on your farm for commercial sale, but only when you have chosen to insure them; and they are listed in your Policy Schedule. Contents does not include: (a) livestock; (b) hay, silage, grain, growing crops or plants; (c) immobile machinery; (d) mobile machinery; (e) motor vehicles; (f) boats, aircraft or any accessories, equipment or spare parts while contained in or on these items; (g) contents that can be insured by Section 1 - 'Home' or by the Optional benefit 1. 'Frozen embryos and semen' under this section; (h) fences; (i) land or water; or (j) soil, sand, gravel, bark or mulch.
Farm property	(a) buildings you own and use for your farm business; (b) contents; (c) fences; (d) hay, silage and grain; (e) livestock; (f) immobile machinery; and (g) mobile machinery.
Fences	boundary fencing, internal fencing, shared fencing, yards, ramps, races, troughs, feeders and power poles that are not immediately adjacent to or attached to buildings.
Grain	any crop (processed or not) that has been stored on your farm after harvesting.
Hay	feed crop (but not whilst growing) that has been cut, baled, rolled, stacked or stored.
Immobile machinery	all plant and machinery you or your farm business use which: (a) are permanently fixed plant or machinery; (b) cannot be towed by or attached to a motor vehicle; or (c) are accessories, equipment and spare parts used with immobile machinery. Immobile machinery also means windmills (wind power generation) and solar panel units.
Insured events	the events listed in Section 5 – 'Farm property' – Insured events 1. to 7.
Mobile machinery	items of mobile machinery (including tractors, fruit pickers and other similar machines) used to carry out your farm business which you have insured for a specified amount. It also includes their attachments or equipment (trailers, ploughs, and other implements drawn or intended to be drawn by any such machinery) and their accessories or spare parts including while temporarily removed for repair, cleaning or storage. The items of mobile machinery you have specified will be shown in your Policy Schedule.
Open air	that part of your farm not fully enclosed within a lockable structure that consists of walls and a roof. Open air also means in or on a motor vehicle at the address, whether the motor vehicle is locked or not, unless the motor vehicle itself is fully enclosed within a lockable structure that consists of walls and a roof.

Word or term	Meaning
Silage	feed crop that has been harvested and ensiled on your farm.
Unspecified immobile machinery	items of immobile machinery that: • are not specified in the Policy Schedule; and • have a market value of $10,000 or less.
Unspecified mobile machinery	items of mobile machinery that are not specified in the Policy Schedule and that have a market value of $10,000 or less. Unspecified mobile machinery excludes: (a) passenger vehicles and caravans; (b) trucks and their trailers; (c) goods carrying vehicles; (d) motorcycles and all-terrain vehicles (ATVs); (e) utility task/terrain vehicles (UTVs) and any other utility vehicle; and (f) gyrocopters and aircraft. Unspecified mobile machinery also excludes the attachments, equipment accessories or spare parts of (a) to (f) above.

Cover types

The two cover types that apply to this section are:

1. **Insured events**

Applies only to:

(a) livestock;

(b) mobile machinery; and

(c) unspecified mobile machinery,

when insured under this section of the Policy.

2. **Accidental damage**

Applies only to:

(a) buildings;

(b) contents;

(c) fences;

(d) hay, silage and grain;

(e) immobile machinery; and

(f) unspecified immobile machinery,

when insured under this Farm Property section of the Policy.

How we'll settle your claim

We'll rebuild, replace or repair the damaged part of your farm property to either:

1. indemnity value; or
2. reinstatement or replacement value.

Indemnity value

When we settle a claim on indemnity value, we look at the value of your farm property at the time of loss or damage, taking into consideration its age, condition and state of repair. We will make an allowance for wear, tear and depreciation. If new property replaces old property, we may ask you to make a contribution to take account of this improvement (also known as 'betterment'). We will discuss this with you if it might be the case.

We will either:

- pay you the indemnity value of the farm property;
- repair or replace, or pay you the cost to repair or replace, the damaged part of the farm property (with an allowance for wear, tear, depreciation and any improvement); or
- pay you the sum insured shown in your Policy Schedule for the item.

Reinstatement and replacement

We will either:

- repair or replace, or pay you the cost to rebuild, replace or repair to a standard similar to when new (but no better or more extensive than when new); or
- pay you the sum insured shown in your Policy Schedule for the item.

When we settle a claim on reinstatement or replacement value, we won't make a deduction for wear and tear or depreciation. We may make an allowance for improvement. We will discuss this with you if it might be the case.

Delays in repairing, replacing or rebuilding

If you delay repairing, replacing or rebuilding, for example by unreasonably delaying reviewing and approving documents necessary to effect the repair, replacement or rebuilding, for more than six months from the date when the claim was approved, we'll only pay the reasonable cost that would have been incurred to repair, replace or rebuild at the time the claim was approved. You may have to pay any increase in cost caused by your delay.

If you believe that, due to special circumstances, you have a reason to delay the repair, replacement or rebuilding for more than six months, we will give consideration to those circumstances, and we may:

- not charge you for any increase in cost caused by the delay; or
- pay the reasonable cost that would have been incurred to repair, replace or rebuild your home at the time the claim was approved.

Additional costs to comply with the requirements of a statutory authority

We'll also cover any additional costs to comply with the requirements of a statutory authority, unless you were required to comply with the requirement before the loss or damage occurred. We will only pay extra costs that relate to the damaged part of your farm buildings.

Conditions that apply to both methods of settlement

We settle claims for:

- building and contents on the basis of either:
  - indemnity value; or
  - reinstatement or replacement value,

  (your Policy Schedule shows which method of settlement you selected);
- fences, immobile machinery and unspecified immobile machinery on the basis of reinstatement or replacement value;
- livestock, grain, hay, silage, harvested produce, mobile machinery and unspecified mobile machinery on the basis of market value.

Rebuilding elsewhere

Farm property may be rebuilt at another location provided we agree in writing and you pay any additional costs to build or erect elsewhere. We will not unreasonably withhold our consent.

Total loss of any item

If we pay a claim for the total loss of any item of farm property, then all insurance on that item ends and you will not be entitled to any refund of premium.

If we pay a claim for total loss of livestock and you replace the insured livestock within 120 days of their death, we will pay the lesser of market value or 110% of the sum insured. Again, cover for that stock ceases, with no refund of premium.

Sum insured

The most we'll pay for any item is the sum insured shown in your Policy Schedule for that item.

Fences are insured for the cost of labour and materials

If this Policy insures fences, we will also cover the cost of labour and materials for fences.

You may relocate fences destroyed by fire, but we will not pay:

- any more than the cost to repair or replace the fence where it was originally located; or
- to relocate any undamaged part of the fence.

If a fence sits on your boundary, we'll only cover the proportion of the cost of repair or replacement you would have to pay under the legislation dealing with dividing fences.

Excess(es)

For each occurrence which gives rise to a claim, you must pay the highest excess that applies to that occurrence. Either the Policy or your Policy Schedule will show the excesses.

If a claim or series of claims arise from one occurrence causing loss or damage under both Section 1 - Home and Section 5 - Farm Property, you'll only have to pay the highest of the total excess(es) applicable to each section.

If we pay a claim under this section and you also receive an additional benefit, we won't apply an excess to the additional benefit.

All damage caused by earthquake or tsunami, occurring within seven days of the first damage occurring, will be regarded as damage resulting from one occurrence. If any earthquake or tsunami damage occurs after that, each subsequent seven-day period in which damage occurs will be regarded as a separate incident. An excess applies for each incident.

Insured events

Insured events cover applies to livestock, mobile machinery and unspecified mobile machinery insured by this section.

We will pay for loss of or damage to your livestock, mobile machinery and unspecified mobile machinery caused by the following insured events 1. to 7.

1. Bursting, leaking, discharging or overflowing of liquid from a fixed apparatus or system. We will also pay for the cost of locating the burst or leak, or the cause of the discharge or overflow, including any damage resulting from doing so, provided the liquid has caused damage or loss which is insured.

   We will not pay for:

   (a) loss or damage which occurs as a result of your failure to repair or prevent the burst, leak, discharge or overflow within a reasonable amount of time of discovering the occurrence;

   (b) the cost of repairing or replacing the defective item from which the liquid escaped.
2. Earthquake or volcanic eruption;
3. Fire, lightning or explosion;
4. Impact by:

   (a) a vehicle, aircraft or boat;

   (b) space debris or debris from an aircraft, rocket or satellite;

   (c) an animal.

   We will not pay for loss or damage caused by:

   (i) domestic animals you own; or

   (ii) livestock impacting with other livestock.

   (d) a falling tree or part of a tree but excluding damage caused by:

   (i) you; or

   (ii) someone else when you have agreed to not hold them responsible for damage they cause to your property while cutting down trees or removing tree branches.

   (e) a mast, aerial, antenna or satellite dish that has broken or collapsed, but excluding loss or damage to the mast, aerial, antenna or satellite dish itself.
5. Malicious damage, other than by you or anyone who lives with you permanently or temporarily;
6. Riot, civil commotion, industrial or political disturbance;
7. Storm or rainwater.

   Mobile machinery is not covered for storm or rainwater while in the open air unless it is specifically designed to function without the protection of a building.

   We will not pay for loss or damage to livestock caused by storm or rainwater.

Unspecified mobile machinery

If you have chosen to insure unspecified mobile machinery, we will pay up to the limit per item shown in your Policy Schedule for damage to any one item of unspecified mobile machinery caused by or arising from an occurrence covered by insured events.

We will not pay more than the sum insured for all unspecified mobile machinery which is shown in your Policy Schedule.

Accidental damage

Accidental damage cover applies to buildings, contents, fences, hay, silage and grain, immobile machinery and unspecified immobile machinery insured by this section.

We will pay for accidental loss or damage to your buildings, contents, fences, hay, silage and grain, immobile machinery and unspecified immobile machinery at the address unless the loss or damage is excluded in 'We will not pay for' and 'Specific exclusions applying to this section'.

We will pay up to the sum insured shown in your Policy Schedule for each occurrence.

We will not pay for:

1. loss or damage which results from your failure to take reasonable steps following the discovery of liquid bursting, leaking, discharging or overflowing from a fixed apparatus or system;
2. the cost of repairing or replacing any defective item that causes the escape of liquid from a fixed apparatus or system;
3. storm, wind or rainwater damage to:

   (a) textile blinds or textile awnings;

   (b) tarpaulins, netting, plastic, PVC or other similar materials;

   (c) fabric shelters or greenhouses;

   (d) signs and retaining walls;

   (e) hay and silage, unless at the time of the occurrence it is contained in a:

   (i) fully enclosed building; or

(ii) partially enclosed building, where the damage to the hay is caused directly by water entering the building through an opening created by a storm.

(f) grain unless it is contained in a silo at the time of the occurrence;

(g) livestock;

(h) contents and immobile machinery in the open air unless the property is designed to function without the protection of a building;

(i) buildings while they are being built that do not have all walls, doors and a roof completely fixed;

4. loss of or damage to:

(a) livestock, animals, birds and fish;

(b) growing crops, trees or any other plants;

(c) mobile machinery;

5. theft of farm property;

6. mechanical, electrical or electronic failure, breakdown or derangement, fusion of electric motors;

7. deterioration and putrefaction of refrigerated goods.

Unspecified immobile machinery

If you have chosen to insure unspecified immobile machinery, we will pay up to the limit per item shown in your Policy Schedule for damage to any one item of unspecified immobile machinery, caused by or arising from an occurrence covered by accidental damage.

We will not pay more than the sum insured for all unspecified immobile machinery which is shown in your Policy Schedule.

Additional benefits applying to this section

We provide the following additional benefits when we accept a claim as a result of an insured loss under this policy section. They are in addition to the sum insured for farm property unless otherwise specified.

1. **Alterations, additions and new buildings**

If during the period of insurance you make alterations or additions to existing buildings, or construct a new building, we will automatically insure the alterations, additions or new building for 30 days from the date of completion, or until the Policy next renews, whichever occurs first. If you require us to insure the alterations, additions or new building beyond this period, you will need to advise us and pay any additional premium that applies.

If you make a claim for loss or damage to the alterations, additions or new building during the period which this additional benefit is applied, we will require that you pay any additional premium payable to insure the alterations, additions or new buildings from the date of their completion.

2. **Employee's belongings**

If contents are insured by the Policy, we will also provide insured events cover for any tools, equipment or personal items that your employees own and are used to carry out your farm business, provided the items are not otherwise insured. We will pay up to $2,000 per employee, and up to $5,000 per occurrence.

3. **Farm planning**

We will pay up to $10,000 towards the cost of appointing a planning consultant to produce a written farm business plan. We will only pay this benefit if:

(a) we have paid or agree to pay a claim for damage to farm property caused directly by insured events 2. and 3. and the damage sustained interferes with the running/profitability of your farm business; and

(b) the planning consultant is appointed and the written farm business plan completed within three months of the occurrence; and

(c) you provided us with a copy of the completed farm business plan if we ask.

4. **Farm property temporarily removed from your farm**

We will extend cover for farm property while it is temporarily removed from your farm to elsewhere in Australia.

We will not pay for farm property when it is:

(a) removed permanently from your farm address;

(b) in transit;

(c) a building, fence, or immobile machinery however, we will cover unspecified immobile machinery that are accessories, equipment and spare parts used with immobile machinery;

(d) mobile machinery, unless it is:

(i) crossing a public thoroughfare between properties and does not require registration; or

(ii) being driven or transported to a workshop for the purpose of repair or servicing.

5. **Fire prevention and extinguishment costs**

We will pay up to $20,000 for all costs (excluding your time or that of your employees) incurred for:

(a) extinguishing fire on, or in the vicinity of your farm which threatens to damage your farm property;

(b) preventing or lessening the effect of any such fire;

(c) gaining access to the farm after the fire has occurred; or

(d) replenishing firefighting equipment.

We will not pay for:

(a) any fines, penalties or liability you incur in preventing or extinguishing a fire;

(b) fire prevention and preparedness activities or programs;

(c) maintenance of firefighting equipment.

We'll pay this benefit even if you haven't claimed for an insured event. We won't apply an excess if you haven't claimed for an insured event.

6. **Humane destruction or care of livestock**

If your livestock is insured by the Policy, and you claim for loss of or damage to your livestock following an occurrence, we will also pay for the reasonable costs you incur:

(a) for necessary veterinary charges or materials, up to $20,000, to treat or assess the livestock;

(b) to destroy the livestock and dispose of the carcasses if destruction is required for humane reasons.

7. **Inflation adjustment**

This additional benefit only applies to your farm building and farm contents sum insured as shown in your Policy Schedule.

During each period of insurance, we will increase the building and contents sum insured by 0.5% of the relevant sum insured shown in your Policy Schedule per month until the next renewal date.

8. **Neighbours' firefighting equipment**

We will pay up to $10,000 to replenish firefighting equipment for the indemnity value of firefighting equipment belonging to your neighbours which is damaged while fighting a fire on your farm.

9. **Professional fees and legal costs**

If a building has been damaged and the damage is insured under this section, we will pay the reasonable professional fees incurred to rebuild or repair the building. We will pay your legal costs incurred for the discharge of any mortgage(s) on the building following settlement of a claim for the total loss of the building.

The cost of professional fees and legal costs are included in the sum insured for buildings.

10. **Automatic reinstatement of sum insured**

If the sum insured is reduced following payment of a claim, other than a claim for the total loss of specified farm property listed on your Policy Schedule, we will automatically reinstate the sum insured from the date of the loss or damage.

If we request an additional premium, you must pay it to us or the cover will be reduced by the amount of the claim settlement.

11. **Removal of debris**

If farm property has been damaged or destroyed and is insured by this section, we will pay the reasonable costs incurred for the demolition and/or removal of debris from the address.

If damage to the farm property is caused by impact, we will pay for the reasonable cost to remove the object, or that part of the object, that caused the impact and which is hindering the repair or replacement of the farm property insured by this section.

We will pay you up to the sum insured shown in your Policy Schedule for removal of debris, or if this is insufficient and you have not exhausted the sum insured on the damaged item(s) requiring demolition and/or removal, we will pay up to the remaining balance of the sum insured of the damaged item(s) for the reasonable cost of demolition and/or removal of debris.

If human-produced debris from a neighbour's property is deposited onto your farm during an insured occurrence, we will pay the reasonable cost for the removal of such debris from your farm. We will be entitled to take action against the neighbour to recover such costs.

12. **Replanting trees**

We will pay for the replacement of trees and shrubs used as windbreaks or animal shade, or to prevent soil erosion or control salt levels, if they are lost due to fire.

We will pay up to $200 per tree or shrub, up to $5,000 per occurrence.

13. **Temporary protection**

If farm property has been lost or damaged and is insured by the Policy, we will pay up to $5,000 for the reasonable cost of protecting the farm property from further loss or damage.

Optional benefit applying to this section – Frozen embryos and semen

Where you choose to have cover under the following optional benefit, and you have paid any additional premium we ask for, we will provide that additional cover to you. The optional benefit you have selected will be listed on your Policy Schedule.

What you are covered for

If your Policy Schedule shows you have selected this Optional benefit 'Frozen embryos and semen', we will pay for accidental loss or damage to frozen embryos and semen that have been collected from cattle, pigs and sheep while they are stored in containers specifically designed for such storage. We will also insure the containers.

If we pay a claim for the total loss of property insured by this optional benefit, then all cover on that property ceases.

What we will pay

We will pay up to the sum insured shown in your Policy Schedule for the market value of the insured property.

For each occurrence which gives rise to a claim, you must pay the excess amount shown in your Policy Schedule.

What we will not pay for

We will not pay for loss or damage caused by:

(a) contamination by any substance or living organism;

(b) gradual deterioration;

(c) the embryos and semen failing to meet quality standards unless caused by an occurrence;

(d) lawful seizure or quarantine of your farm or the embryos and semen you have insured.

Specific exclusions applying to this section

1. We will not pay for loss of or damage to your farm property caused by:

   (a) flood, the action of water from the sea, high sea water or tidal wave;

   (b) damage by storm, wind, rain or hail to fabric shelters or greenhouses;

   (c) earth movement, vibration, erosion, landslide or subsidence (except when caused by earthquake);

   (d) normal settling, shrinkage or expansion in buildings or foundations, walls and pavements;

   (e) faulty materials, faulty workmanship, wrong or incorrect design, plan or specification or failure of design;

   (f) wear, tear, rust, corrosion, depreciation, gradual deterioration, mildew, mould, dampness of atmosphere or variations in temperature;

   (g) animals, birds, insects or vermin eating, biting, chewing, scratching, clawing or pecking your farm property;

   (h) wet or dry rot, rising damp or dampness;

   (i) tree roots;

   (j) any process of cleaning or repair;

   (k) the removal or weakening of supports or foundations during building alterations, additions, renovations or repair;

   (l) malicious or intentional acts (other than fire) of your tenants or persons normally residing with them;

   (m) the seepage or percolation of any substance through roofs, walls or floors unless it occurs as a result of damage caused by an insured event;

   (n) contamination (including by chemicals or antibiotics) or pollution.

2. We will not pay for any loss, damage, or expense arising from the reduction in the functionality, availability or operation of any electronic equipment that is insured by this section, unless the loss, damage or expense is caused by an insured event.
3. There is no cover under this section of your Policy for any claim, loss, damage, cost, injury, death or legal liability directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a cyber incident.

   However, we will provide cover for physical loss or damage to insured property by an insured event which occurs as a direct result of a cyber incident.

Specific conditions applying to this section

Unoccupancy

If at the time of an occurrence at your farm, your farm has been unattended for more than 100 consecutive days, we will only pay for loss or damage to your farm property as defined in Section 5 – 'Farm Property' if it is caused by storm, rainwater or earthquake, unless we have agreed otherwise in writing.

Section 6 – Business interruption

Words with special meaning

The words below have a special meaning in this section of your Policy.

Word or term	Meaning
Indemnity period	the maximum number of weeks we pay you for business interruption following an occurrence that interrupts your farm business. The indemnity period is shown in your Policy Schedule.
Payroll	the amount you pay: (a) employees for wages, bonuses, holiday pay and sick pay; (b) for payroll tax, fringe benefits tax, workers' compensation insurance premiums, accident compensation levies, superannuation, health insurance and pension fund levies.
Standard turnover	the turnover during the period in the 52 weeks immediately before the occurrence that corresponds to the indemnity period.
Stock	(a) produce from your farm business that you have sold or intend to sell; (b) livestock used in your farm business that you have sold or intend to sell; (c) raw or consumable materials you use in your farm business; (d) your produce and livestock while they are at your farm; (e) property you don't own, which is on your farm for service, repair, alteration or safe keeping.
Turnover	the money paid or payable to you for goods sold, farm property you rent or lease, and for services rendered.
Uninsured working expenses	(a) the cost to purchase stock; and (b) working expenses you have chosen not to cover, shown in your Policy Schedule.

Cover types

The two cover types that apply to this section are:

1. Subsection 1 - Increased cost of working only; and
2. any or all of:
   - Subsection 2 - Loss of gross profit cover;
   - Subsection 3 - Payroll cover;
   - Subsection 4 - Additional increased cost of working cover; and
   - Subsection 5 - Claims preparation costs cover.

Subsection 1 – Increased cost of working

What you are covered for

If you have selected Subsection 1 – 'Increased cost of working' and we pay a claim that results from insured loss or damage to:

1. property insured under Section 5 – 'Farm Property'; or
2. tractors, seeders, planters, sprayers, cotton pickers, balers or motorised harvesters you have insured under Section 7 – 'Farm vehicle',

we will pay you up to the sum insured shown in your Policy Schedule for any reasonable increase to the working costs:

1. to maintain your farm business at a similar level as prior to the loss or damage;
2. to rewrite your farm records.

Under this subsection we will only pay those costs that:

1. result as a direct consequence of the insured events; and
2. are additional to the normal operating costs associated with the damaged property or vehicle.

We'll pay these costs until the earlier of:

1. when the damage is repaired, or could reasonably have been repaired; and
2. 52 weeks after the loss or damage to your farm property or vehicle.

What you are not covered for

We will not pay any additional increased costs caused by:

1. drought;
2. a loss, expense or cost arising from farm property or a farm vehicle you haven't insured under this Policy;
3. a loss, expense or cost arising from farm property or a farm vehicle:
   - that is insufficiently insured to rebuild, replace or repair; or
   - when any additional or optional benefit limit within that section is exhausted.

We will not pay for additional costs incurred to hire vehicles which are sedans, station sedans, utilities, vans, caravans, trucks or their trailers, goods carrying vehicles, motorcycles, all-terrain vehicles (ATVs), utility task/terrain vehicles (UTVs), gyrocopters or aircraft.

Additional benefits applicable to Subsection 1 – Increased cost of working

Loss of Pasture

If you have selected Subsection 1 – 'Increased cost of working', we will include any increases to your working costs when your pasture is destroyed by fire and livestock cannot be sustained at your farm.

Subject to the stocking rate and seasonal capacity of your farm and the destroyed paddock we will either pay for the reasonable costs to:

1. transport your livestock to an alternative location;
2. agist your livestock elsewhere;
3. provide replacement fodder.

Claims preparation costs

We cover up to $5,000 for reasonable costs for professional fees you incur to prepare a claim made under this section. We'll pay this in addition to the sum insured shown in your Policy Schedule.

Subsection 2 – Loss of gross profit

What you are covered for

If:

- you have selected Subsection 2 – Loss of gross profit; and
- we have agreed to pay a claim that results from loss or damage to farm property at the farm under Section 5 – 'Farm Property' during the period of Insurance,

we will cover you for loss of gross profit that results from an interruption to your farm business resulting from the insured damage.

We will also cover loss of gross profit that results from an interruption to your farm business due to loss or damage to public utilities located on or adjacent to your farm that would be claimable under Section 5 – 'Farm property' if the public utility was insured under that section.

A public utility is a company or statutory authority that supplies you with:

- external voice and data communication systems;
- electricity; or
- gas or water delivered to you through a reticulated system of pipes on or immediately adjacent to your farm.

How we will pay your claim

We assess your loss of gross profit by calculating the following amounts:

Amount	Calculation
(A) shortage in turnover	• your turnover during the indemnity period deducted from your turnover during the corresponding period in the previous year.
(B) gross profit	• the sum of: ◦ turnover; ◦ closing stock; and ◦ work in progress, • less the sum of: ◦ opening stock; and ◦ work in progress and uninsured working expenses.
(C) rate of gross profit	• the percentage obtained when you divide: ◦ your gross profit (B) during the financial year immediately before the occurrence that interrupts your farm business; ◦ by the turnover during that financial year.
Loss of gross profit	• your rate of gross profit (C) multiplied by the shortage in turnover (A).

We then adjust your loss of gross profit amount by:

- deducting from the loss of gross profit amount all costs you do not have to pay or agree to pay due to the interruption to your farm business; and
- adding increased costs you necessarily and reasonably incur to avoid or diminish a reduction in turnover (but only if these increased costs reduce the amount we would have to pay).

The most we'll pay is the sum insured shown in your Policy Schedule.

Additional benefit applicable to Subsection 2 – Loss of gross profit – Transport infrastructure

If:

- damage occurs within Australia, but outside your farm, to roads, bridges or rail lines over which property is conveyed to or from your farm (but not including damage by flood); and
- this damage is caused by or would be covered by an insured event listed in Section 5 – 'Farm property',

we will consider the resulting reduction of gross profit to be loss resulting from loss or damage to property you use at your farm.

Special condition applicable to Subsection 2 – Loss of gross profit – Underinsurance

If the sum insured for gross profit at the commencement of each period of insurance is less than the amount produced by multiplying the rate of gross profit to 80% of the annual turnover, then the amount we will pay will be reduced by the proportion the sum insured for gross profit bears to the actual gross profit.

Annual turnover means the turnover during the 52 weeks immediately before the occurrence that interrupts your farm business. If your indemnity period is longer than 52 weeks, then annual turnover is increased proportionately.

This special condition will not apply if your claim is for less than 5% of the sum insured for gross profit.

Subsection 3 – Payroll

What you are covered for

We will cover the reasonable and necessary payroll costs you incur during the indemnity period following a claim under this section to:

1. reduce or avoid loss of turnover;
2. maintain normal farm operations and services;
3. resume normal farm operations and services; and/or
4. pay out payroll in lieu of notice,

up to the amount of the sum insured shown in your Policy Schedule.

Special condition applicable to Subsection 3 – Payroll

If you are covered for Subsection 2 – 'Loss of gross profit', then payroll is an uninsured working expense and you agree that your gross profit will be reduced accordingly.

Subsection 4 – Additional increased cost of working cover

What you are covered for

We cover you up to the amount shown in your Policy Schedule for additional increased costs of working:

- you incur during the indemnity period;
- that are due to an occurrence; and
- that are not covered under any other subsection of this section (or the cover is insufficient).

Additional increased cost of working means the reasonable and necessary additional costs you incur during the indemnity period to reduce or avoid reduction in turnover.

Subsection 5 – Claims preparation costs

What you are covered for

We cover you for the reasonable costs of professional fees you incur to prepare a claim, up to the sum insured shown in your Policy Schedule.

Additional benefit applying to Subsection 5 – Re-writing of records

We will cover the reasonable clerical and professional costs you incur to re-write your necessary business records if they are damaged by an occurrence for which you are covered.

We will not pay for any financial loss caused by the loss of your records under this additional benefit.

The maximum amount we will pay for any occurrence is $20,000, or the amount shown in your Policy Schedule, whichever is the greater.

This additional benefit is in addition to your sum insured.

Optional benefit applying to this section – Outstanding accounts receivable

Where you choose to have cover under the following optional benefit, and you have paid any additional premium we ask for, we will indemnity you up to the limit shown in your Policy Schedule for loss of outstanding accounts receivable resulting from loss or damage:

- to your farm business records contained at the address;
- caused by events insured by Section 5 – 'Farm property' or Section 9 – 'Theft' of this Policy.

The insurance is limited to:

(a) the difference between:

  (i) the outstanding accounts receivable; and

  (ii) the total of the amount received or traced for those accounts.

(b) the additional expenditure you incur with our consent to trace and establish outstanding accounts receivable after the damage, provided that:

  (i) if the sum insured is less than the outstanding accounts receivable, we will reduce the amount payable proportionally;

  (ii) as soon as possible after the end of each month:

  › you record and store at alternative premises the total of the outstanding accounts receivable; and

  › you keep these figures for at least 12 months.

Specific exclusions applying to this section

Cyber

In no case will this section cover loss, damage, liability or expense directly or indirectly caused by, contributed to, or arising from a cyber incident.

However, Section 6 'Business interruption' will respond where a cyber incident causes an insured event to occur which is claimable under Section 5 - 'Farm Property'.

Specific conditions applying to this section

Adjustment for business trends

We will adjust rate of gross profit, annual turnover, standard turnover and accounts receivable, to provide for:

- the trend of your farm business; and
- any special circumstances that have or would have occurred if your farm business had not been interrupted.

Alternative operating after damage

If the farm business operates from a location other than your farm during the indemnity period, we will include the turnover earned from the other location in the shortage in turnover calculations.

Opening and closing stock and work in progress

We will calculate the amounts of your opening and closing stock and work in progress in accordance with your usual accounting procedures and with provision for depreciation or appreciation as applicable.

Section 7 – Farm vehicle

Words with special meaning

The words below have a special meaning in this section of your Policy.

Word or term	Meaning
Agreed value	the fixed amount for which your vehicle is insured for each period of insurance regardless of any price change for your vehicle during that period. The agreed value includes the value of insured accessories and equipment. It excludes GST, unless you are unable to claim an ITC for your vehicle, in which case it will include GST.
Dangerous goods	goods as defined by the current version of the Australian code for Transport of Dangerous Goods by Road and Rail. This Policy excludes all cover for Class 6.2 – Infectious substances and Class 7. – Radioactive material.
Gross Combination Mass (GCM)	the maximum legally allowed weight of your vehicle and trailer combination including the goods carried by that combination.
Gross Vehicle Mass (GVM)	the maximum loaded mass of your vehicle as specified by the vehicle manufacturer on a place affixed to your vehicle.
Miscellaneous farm bikes	unregistered 2 to 4 wheel farm bikes used solely at the address to carry out your farm business which are not specified in your Policy Schedule, including their accessories, equipment and spare parts including while temporarily removed for repair, cleaning or storage.
Miscellaneous mobile machinery	items of mobile machinery (including tractors, fruit pickers and other similar machines) used to carry out your farm business that are not specified in the Policy Schedule and are items that have a market value not greater than $20,000. It also includes their attachments or equipment (trailers, ploughs, and other implements drawn or intended to be drawn by any such machinery) and their accessories or spare parts including while temporarily removed for repair, cleaning or storage. Miscellaneous mobile machinery excludes passenger vehicles, caravans, trucks or their trailers, goods carrying vehicles, pivot irrigators, motorcycles, all-terrain vehicles (ATVs), utility task/terrain vehicles (UTVs) or any other utility vehicle, gyrocopters and aircraft, and/or their attachments, equipment, accessories or spare parts.
Substitute vehicle	a vehicle being used as a substitute for your vehicle when it is unavailable to be used due to repairs, servicing or accidental damage.
Tool of trade	a vehicle that has tools, implements, machinery or plant attached to or towed by it and you are using for your farm business. Tool of trade does not include vehicles while travelling to or from a worksite, vehicles that are used to carry goods to or from your farm, or private vehicles.

Types of cover

We offer two cover types.

The type of cover you have selected is shown in your Policy Schedule.

1. **Comprehensive cover**

This insures you for:

(a) accidental damage to, or theft of the insured motor vehicle; and

(b) third party property damage.

Subsection 1 and Subsection 2 of this section apply.

2. **Third party property damage**

Applies to registered motor vehicles only

This insures your legal liability to pay compensation arising from damage you cause to other people's property.

Subsection 1 of this section does not apply.

Subsection 2 of this section applies in full.

Use of the motor vehicle

We will only insure your vehicle when it is being used:

1. in connection with your farm business;
2. for social, domestic and pleasure purposes;
3. in connection with servicing, repairing and subsequent testing;
4. for tuition when no payment is received for tuition;
5. for towing a vehicle when no payment is received for towing;
6. for demonstration for sale;
7. for voluntary work in relation to community groups, sporting or social clubs.

We will not cover you or any driver if you have hired out your vehicle to anyone unless we have agreed in writing.

Subsection 1 – Comprehensive Cover

What we will pay - Basis of settlement

We will pay for accidental loss or damage to your vehicle, including theft and malicious damage.

We will pay either:

1. the cost to repair, reinstate or replace your vehicle;
2. the agreed value or the lesser of the market value or the sum insured, depending on the cover shown on your Policy Schedule.

If the repairs to your vehicle put it into a condition better than it was in immediately before to the loss or damage, we may require you to contribute to the cost of repairs. If this may be necessary, we will talk to you beforehand about how you would like to proceed.

If the vehicle description and sum insured listed on your Policy Schedule for your harvesting machine includes equipment designed to be removable, we'll also cover that equipment while:

- it's attached to the harvesting machine; or
- separated for transportation or for cleaning, repair or storage.

Our parts policy

We may replace damaged parts with new, recycled, reconditioned or quality non-genuine parts that:

- are consistent with the age and condition of your vehicle;
- do not affect the safety or the structural integrity of your vehicle;
- comply with the vehicle manufacturer's specifications and applicable Australian Design Rules;
- do not adversely affect the post-repair appearance of your vehicle; and
- do not void or affect the warranty provided by the vehicle manufacturer.

If any part of your vehicle is damaged in an incident covered under this Policy, and is unavailable in Australia, we will reimburse you in accordance with 'What we will pay - Basis of settlement'. Under no circumstances will we be liable for more than the last known manufacturer's Australian recommended list or retail price of that part from a reputable commercial retailer at the time we settle the claim.

Our choice of repairer policy

If we repair your vehicle, we will recommend a QBE Accredited Smash Repairer or other licensed repairer we select, however you may choose any licensed repairer to repair your vehicle.

See **qbe.com/au** for a list of repairers with whom we have a supplier agreement.

If your vehicle is repaired by our recommended repairer, we will manage the repair process, including choosing the suitable repair method.

If you choose your own repairer, you'll need to:

- get a quote from an appropriately licensed and equipped repairer of your choice;
- allow us to assess the quote and your vehicle before we authorise repairs; and
- allow us to get a quote from another repairer if we need one.

We may invite, accept, adjust or negotiate estimates or arrange to move your vehicle to another repairer acceptable to both of us.

We may not accept your repairer's estimate if we believe:

- they don't have the equipment or expertise to repair your vehicle;
- the scope of repairs may not be correct; or
- their estimate is not competitive.

Our repair guarantee

We'll guarantee the quality of workmanship and materials used in repairs we authorise and manage, for as long as you own or lease the vehicle.

This guarantee does not apply to damage due to lack of maintenance or wear and tear (such as faded or damaged paintwork caused by exposure to the elements).

If you have concerns about the repairs to your vehicle you must:

- contact your financial services provider; and
- allow us to inspect your vehicle and arrange any additional repairs that we agree with you are needed. We will not pay for any additional repairs we don't authorise.

If additional repairs are needed and it's not safe or economical to carry them out, your vehicle will be assessed as a total loss. If this happens after your vehicle is no longer insured with us, we'll pay its market value, calculated at the time your vehicle is assessed as a total loss.

Accessories, equipment and tools

We will cover you for accidental loss or damage or theft during the period of insurance to your vehicle's extras while they are in, on or attached to your vehicle.

These are:

1. original manufacturer's:
    - standard accessories;
    - standard tools;
    - standard appliances; and
    - standard options, including built-in radio receivers, built-in music players and air-conditioning.
2. any gate, chains, dog and chain, strap, tarpaulin and the like attached to or on your vehicle (up to $5,000 for one occurrence, or as stated in your Policy Schedule);
3. unspecified accessories including non-standard equipment, tools and spare parts used for your vehicle.

Replacement of tyres when we repair your vehicle under this policy

If any tyre is damaged in an incident for which we've agreed to pay a claim, we'll replace it with a new tyre of a similar make and specification unless:

- the condition of the damaged tyre's remaining tread does not conform with legal requirements at the time of the damage; or
- the tyre was either recapped or a retread.

In this case, we may ask you to contribute the additional amount to replace it with a new tyre.

Total loss

An MVIRI Code approved assessor will assess your vehicle to be a total loss if:

1. it is stolen and not found within 14 days of its theft being reported to police; or
2. is unsafe or uneconomical to repair, including where the assessed cost of the repairs plus the salvage value exceed the agreed value or the lesser of the sum insured or market value, depending on the cover shown on your Policy Schedule.

In any assessment of whether your vehicle is a total loss, we will also have regard to the applicable State or Territory laws or regulations as to when a vehicle is considered a write off.

When your vehicle has been assessed as a total loss:

- we are entitled to keep it (however, if we do not take possession of your damaged vehicle, you cannot abandon your responsibilities for it);
- cover under this section for that vehicle is exhausted and comes to an end; and
- there is no premium refund as you have received the benefits under the Policy and we have fulfilled our contract with you.

If the listed motor vehicle is a harvesting machine and includes cover for equipment that is designed to be removable, a total loss can be declared for that item of removable equipment.

We will settle the claim based on the agreed value or the lesser of market value or sum insured, depending on the cover shown on your Policy Schedule.

Financier

If your vehicle is the security for any finance agreement, then:

1. we may make claim payments to the financier; and
2. any payment made to the financier satisfies our obligation to you under this Policy for the amount paid.

Miscellaneous farm bikes

If your Policy Schedule shows you have comprehensive cover for miscellaneous farm bikes, we will pay:

- up to $5,000 per item; and
- up to the sum insured shown in your Policy Schedule for each occurrence.

Miscellaneous mobile machinery

If your Policy Schedule shows you have comprehensive cover for miscellaneous mobile machinery, we will pay the lesser of:

a maximum of:

- 20% of the sum insured shown in your Policy Schedule; or
- $20,000 for any one item.

Up to the sum insured shown in your Policy Schedule for each occurrence.

Additional benefits applicable to Subsection 1

Applicable to Comprehensive Cover Only

We provide the following additional benefits when we accept a claim as a result of an insured loss under this policy section and they are directly connected to the circumstances of the claim. They are in addition to the sum insured for farm vehicle unless otherwise specified. These additional benefits apply to Comprehensive Cover only and will depend on the type of vehicle you have.

1. **Agreed sum insured**

If your vehicle is a total loss under this Policy, we will pay the sum insured declared to us, as the value of the unit at the start of the current period of insurance when:

- at the time of the loss or damage, the motor vehicle was no older than 24 months from the date of original registration and you owned your vehicle from new; and
- your vehicle is either:
  - a rigid truck or prime mover and has a GVM of 3,500 kilograms or more; or
  - a trailer with a GTM of 3,500 kilograms or more.

2. **Emergency or temporary repairs**

If your vehicle suffers insured damaged, we will pay up to $500 for reasonable emergency or temporary repairs to allow you to drive your vehicle home or to continue your journey.

3. **Emergency travelling expenses**

We will pay you up to $500 for reasonable travelling expenses for the occupants of your vehicle, if at the time of the accident your vehicle is more than 100 kilometres from the place where it is normally garaged.

4. **Hire vehicle costs following theft**

If your vehicle is stolen and the theft is covered under this Policy, we will cover you up to $5,000 for the reasonable costs of hiring a similar vehicle provided:

(a) we do not pay for hiring charges incurred after your vehicle is recovered, if it can be driven;

(b) cover is limited to 30 days;

(c) cover ends once we pay your claim, or your vehicle is repaired if un-drivable;

(d) you organise and pay for the hire vehicle. We are not responsible for ensuring that a hire vehicle is available;

(e) you give us a copy of the rental agreement and any receipts for the hire vehicle before we reimburse you.

We will not pay for:

(a) running costs, including the cost of fuel;

(b) damage to the hire vehicle; or

(c) any insurance, insurance excess or other costs you may be liable for under the hire vehicle rental agreement.

5. **Lease, hire purchase or financial agreement payout**

Where:

(a) your vehicle is assessed as a total loss; and

(b) your vehicle is subject to a lease, hire purchase or any financial agreement through a financial institution directly related to financing of the vehicle purchase; and

(c) the payout amount exceeds the agreed total loss amount,

we will pay:

(a) the agreed total loss amount; plus

(b) an additional amount of 25% of the total loss amount,

provided:

(a) this amount and the total loss amount do not exceed the financial payout figure;

(b) that any payment over the agreed total loss amount does not include any amounts that are in arrears at the time of loss;

(c) that any additional payment over and above the agreed total loss amount will include any discounts applicable for full payment of the financial contract.

This additional benefit does not apply where:

(a) the loss or damage is caused by theft or fire (other than fire as a result of impact); or

(b) your vehicle is older than 10 years of age since it was first registered as a new vehicle.

6. **Recovery costs following theft**

If your vehicle is stolen and found we will cover you for up to $3,000 to return your vehicle to its normal parked address.

7. **Redelivery cost**

If your vehicle is repaired more than 150 kilometres away from its normal parked address, we will cover you for up to $3,000 to return it to its normal parked address.

8. **Towing costs**

Following loss or damage covered under this Policy, we will cover the costs of:

(a) towing your vehicle to:

(i) the nearest repairer;

(ii) a place of safety; or

(iii) to any other place that we first approve; plus

(b) the reasonable cost of protecting your vehicle.

9. **Trailer cover**

We will pay for theft, or accidental loss of or damage to a trailer attached to your vehicle at the time of the occurrence up to a value of $1,000 or market value, whichever is lesser. We don't cover a caravan or a trailer used on an articulated vehicle.

10. **Protective clothing**

If your protective clothing is damaged during an accident involving your motorcycle which is covered by this Policy, we will pay up to $1,000 to repair or replace the protective clothing.

'Protective clothing' means any clothing worn by a motorcycle rider which is intended to reduce the likelihood of injury resulting from an accident.

Protective clothing includes helmets, jackets, gloves, trousers and boots.

Unlike the Additional benefits above, you can make a claim for the following Additional benefits even if the claim is not connected to an incident for which a claim has been accepted.

11. **Automatic additions**

We will cover you for 30 days during the period of insurance for any additional or replacement vehicles you purchase or lease that are of a like kind or similar nature to the motor vehicles presently insured under this Policy.

If the replacement vehicle is damaged or stolen before you give us full details, the most we will pay is the purchase price of the replacement vehicle up to $300,000.

If you give us details of any new or replacement vehicle within 30 days of its purchase or lease, we will insure it for the remainder of the period of insurance, if it is acceptable to us and you pay any additional premium that we require.

We will not cover you if you do not advise us within 30 days of purchase or lease.

12. **Locks and keys**

We will pay up to $5,000 during any one period of insurance to replace and recode locks and keys if:

(a) your keys are lost, destroyed or damaged; or

(b) there are reasonable grounds to believe the keys may have been illegally duplicated.

We will pay this additional benefit even if the motor vehicle covered under this section isn't lost or damaged.

13. **Maritime liability**

If your vehicle is being transported by sea between Australian ports, we pay your contribution for your vehicle if 'general average' is declared.

Applicable to caravans only

1. **Caravan contents**

We will cover your caravan contents, while they are in your caravan, up to the sum insured shown in your Policy Schedule, for loss or damage caused by:

(a) fire;

(b) collision or overturning of your caravan;

(c) storm; or

(d) theft following violent and forcible entry into your locked caravan.

We will only pay the new replacement cost of any item which can be purchased in Australia less an allowance for age, wear, tear and depreciation.

'Caravan contents' means:

(a) contents permanently stored within your caravan (for example TV, DVD player, crockery); and

(b) personal possessions that you take with you when using your caravan (for example, clothing, linen, CDs/DVDs).

We do not cover the following items if stolen from your caravan while parked:

(a) money, unset gemstones, gold or silver nuggets;

(b) any animal, bird or fish;

(c) tools, stocks or samples;

(d) mobile phones or two-way radios; or

(e) GPS or personal music devices.

Subsection 2 – Third party liability

Liability for accidental loss or damage

Provided your vehicle is registered in accordance with the requirements of State and or Territory laws, we will cover your legally liability to pay compensation which arises from accidental damage to property belonging to others (excluding goods being carried by you) occurring during the period of insurance, caused by:

1. the use of your vehicle, or trailer or caravan attached to your vehicle, whether or not it belongs to you;
2. goods falling from your vehicle;
3. the transportation of dangerous goods as defined. The maximum amount we will pay is $1,000,000 in property damage, unless shown elsewhere in your Policy Schedule;
4. any person who is driving, using or in charge of your vehicle with your permission as if they were you and provided they are not entitled to indemnity under any other policy or statute and provided such cover is not otherwise excluded; and
5. your principal, partner or employer arising out of the use of your vehicle.

We will also pay the legal costs and expenses to defend any civil proceedings arising from accidental loss or damage insured by the Policy provided we have approved the costs and expenses.

What we will not pay for

We will not pay:

1. legal costs to defend criminal acts or fines for breaches of road traffic or other statutes, regulations or by-laws;
2. for fines, penalties, aggravated, punitive or exemplary damages;
3. for loss of or damage to property:
   (a) arising out of an unregistered vehicle;
   (b) when your vehicle is being used as a tool of trade;
   (c) which is in your or the driver's possession, custody or control except damage to:
      (i) a building you rent or which is on loan to you;
      (ii) employees' or visitors' vehicles and their contents while contained in a carpark you provide;
4. loss of or damage to your property or the property of the driver of the vehicle;
5. if you or the driver is insured, or required by law to be insured, for the loss or damage by a statutory or government policy or scheme.

Liability for bodily injury

We will pay your legal liability to pay compensation (including legal costs and expenses we approve) for bodily injury to other persons arising out of the use of:

- your vehicle;
- a substitute vehicle; or
- anything legally attached to, or being towed by, your vehicle or a substitute vehicle,

which cannot be insured by:

1. any compulsory third party liability insurance or government scheme;
2. any insurance that you are required by law to have relating to your vehicle.

The insurance for liability for bodily injury also applies to:

1. any person driving, using or in charge of your vehicle with your permission;
2. any passenger travelling in your vehicle or getting out of or into your vehicle;
3. your principal, partner or employer arising out of the use of your vehicle.

We will also pay the legal costs and expenses we approve to defend any proceedings arising from bodily injury to other persons resulting from an occurrence arising out of the use of:

- your vehicle;
- a substitute vehicle; or
- anything legally attached to, or being towed by, your vehicle or a substitute vehicle.

What we will not pay for

We will not pay:

1. for bodily injury to:
   (a) a family member of, or any person who normally resides with, the driver of your vehicle;
   (b) your family, or any person who normally resides with you;
   (c) an employee of yours when using your vehicle as part of their employment.
2. for bodily injury if, at the time of the occurrence:
   (a) your vehicle is unregistered; or
   (b) your vehicle is being used as a tool of trade.
3. if you or the driver of your vehicle:
   (a) are insured for the occurrence by any statutory or government policy or scheme, even if any such benefit has been refused; or
   (b) should have been insured for the occurrence by any such policy or scheme but you or the driver of your vehicle did not take out the relevant policy or scheme cover.
4. your legal expenses or court costs related to any prosecution or other action for infringement of any legislation, regulation, by-law or court order;
5. your legal liability for fines, penalties, punitive, aggravated or exemplary damages;
6. legal costs to defend criminal acts or fines for breaches of road traffic statutes, regulations or by-laws;
7. for aggravated, punitive or exemplary damages.

The maximum we will pay

We will pay up to $32.5 million under Subsection 2 – 'Third party liability' per accident and/or occurrence.

Additional benefit applicable to subsection 2

1. **Removal of vehicle debris**

We will cover you up to $20,000 for the necessary and reasonable costs you are legally liable to pay to clean up and remove your vehicle debris.

We don't cover the cost to clean up or remove any goods falling from your vehicle.

2. **Uninsured Motorist Benefit**

Applicable to Third party property damage only

We will either repair your vehicle to its condition immediately prior to the time of loss or pay you the reasonable cost of repairs to your vehicle resulting from accidental loss or damage to your vehicle, where:

- the accident which gave rise to the claim was totally the fault of the driver of another motor vehicle (you may be able to help confirm this by providing a police report, expert reports, witness statements or photographs taken at the scene); and
- you provide us with the registration number of the other motor vehicle and the name and address of the driver of the other motor vehicle; and
- at the time of the loss or damage the driver of the other motor vehicle was not insured for their third-party liability (or we cannot confirm this through our enquiries within a reasonable time).

We will not provide this cover if you or any driver listed on your Policy Schedule is the owner or part-owner of the vehicle that is responsible for the accident.

The maximum amount we will pay under this benefit for all claims from any one accident or series of accidents arising out of the one cause or event is the lesser of $5,000 and the market value of your vehicle at the time of the loss or damage.

If we pay you the market value of your vehicle, then your vehicle in its damaged condition will become our property.

Exclusions applicable to Section 7 - Farm vehicle

We will not pay a claim for:

1. loss, damage or liability if at the time of the occurrence your vehicle is:
   (a) not reasonably secured against further damage or theft, following an occurrence;
   (b) being driven or operated by anyone:
      (i) under the influence of alcohol or drugs;
      (ii) whose blood alcohol level exceeds the legal limit permitted by law;
      (iii) who refuses to submit to any tests to determine the level of alcohol or drugs in the blood when requested to by a legally authorised person;
      (iv) does not hold a driving licence as required by law at the time and place of the occurrence;
      (v) is less than 10 years of age.

   We'll cover you for damage to your vehicle only if you were not aware the driver was unlicensed or affected by drugs and/or alcohol.

   We reserve our right to recover what we pay for the loss or damage from the driver of your vehicle.

   (c) modified in a manner that increases its designed top speed or performance, unless:
      (i) you disclosed the modification to us; or
      (ii) the modification did not cause or contribute to the occurrence.

(d) being driven or operated while it is unsafe or not in a roadworthy condition unless the condition of the vehicle did not cause or contribute towards the loss, damage or liability;

(e) towing a vehicle that is unsafe or not in a roadworthy condition, unless this did not cause or contribute to the loss, damage or liability;

(f) being used to carry more passengers or carry or tow a heavier load than it was designed for, unless this did not contribute to the loss, damage or liability;

(g) being used in any of the following:

(i) a demonstration test on a public road other than for your vehicle's resale;

(ii) theft during a test drive for sale if you or an employee don't go with the prospective purchaser;

(iii) preparation for or driving in a race, speed test, reliability trial, pace making, hill climbing or trial;

(iv) an experiment; or

(v) any type of test.

(h) being driven in a manner whereby the driver has recklessly contributed to the potential consequences so that the occurrence cannot reasonably be regarded as accidental;

(i) being driven by you, your partners, directors or anyone driving the vehicle with your permission and tries to avoid or run from the Police;

(j) an intentional act by you or anyone acting with your permission;

(k) running on rails; or

(l) being operated as a watercraft.

2. damage to your vehicle's tyres caused by application of breaks, punctures, cuts or bursting, unless caused by an accident covered by the Policy or by someone acting maliciously;
3. wear and tear, corrosion, fatigue failure, rust, mould, vermin, rodents, insects, birds, atmospheric conditions, extreme temperatures or depreciation;
4. loss or damage to your vehicle or any resultant mechanical damage:

(a) due to structural, electrical, mechanical or electronic failure or breakdown, unless the damage was directly caused by a collision or fire;

(b) due to faulty design or poor standard of work, unless the damage was directly caused by a collision or fire;

(c) caused by driving the vehicle after a collision, unless the driver couldn't have reasonably expected that driving the vehicle could cause more damage; or

(d) caused by oil or coolant loss, unless your vehicle is stolen and was being driven by a thief.

5. loss, damage or liability related to the transportation of any dangerous goods not being carried in accordance with the Australian Code for the Transport of Dangerous Goods by Road and Rail, irrespective of the quantities;
6. loss, damage or liability resulting from use of your vehicle when let out on dry hire (hired by you to a third party without an operator) unless we have agreed in writing to provide dry hire cover;
7. loss of or damage to your vehicle:

(a) if reasonable steps to protect or safeguard your vehicle had not been taken;

(b) that occurred prior to the period of insurance;

(c) resulting from the incorrect fuel being used;

(d) if you don't take reasonable steps to protect or safeguard your vehicle; or

(e) if you, your partners, directors or your employees steal your vehicle.

8. loss of or damage to parts of your vehicle that have been removed from your vehicle prior to being lost or damaged;
9. the lawful seizure of your vehicle;
10. the reduction in functionality, availability or operation of any electronic equipment that is insured by the Policy;
11. the loss of use of your vehicle;
12. an occurrence if your vehicle is outside Australia.

Other loss or damage

There is no cover under this section of your Policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from or in connection with a cyber incident.

However, we will provide cover for physical loss or damage to your vehicle arising from:

- damage to, failure of or unavailability of its electrical systems;
- loss of, corruption of, or loss of access to electronic data,

caused by a cyber incident if such loss is otherwise covered by this Policy.

Condition applicable to Section 7 Farm Vehicle

If your vehicle's circumstances change

If there is any change or alteration to any of your vehicles we insure, you must notify us in writing as soon as practicable. If not, and the change or alteration is not acceptable to us, we may refuse to pay a claim.

We will only insure any change or alteration you propose to make when we have accepted the change or alteration and you have agreed to pay any additional premium due.

Optional Benefits applying to this section

You can select the following special clauses. For any of these to apply:

1. you have to ask us to include them in your Policy;
2. your business must meet our underwriting criteria for each of the extensions you select; and
3. you need to pay us extra premium.

Your Policy Schedule will note if any of these special clauses apply.

1. **Dangerous goods**

We will pay up the amount shown in your Policy Schedule for liability under Subsection 2 – Third party liability 'Liability for property damage' for dangerous goods:

(a) in classes 2, 3, 4, 5, 6.1, 8 and 9 as listed under The Australian Code for the Transport of Dangerous Goods by Road and Rail;

(b) carried in your vehicles nominated in your Policy Schedule for this special clause.

2. **Trailers you don't own**

We will cover you for loss or damage to any one trailer and its dolly (if applicable) under your lawful custody or control while used by you in conjunction with your farm business.

The basis of cover is as under Subsection 1 – 'Motor vehicle' and Subsection 2 – 'Third party liability', limited to the lesser of:

(a) the sum insured shown in your Policy Schedule for non-owned trailers liability; or

(b) the market value.

An excess of $2,500 will apply to any one trailer and/or its dolly. Additional excesses may apply as shown in this Policy or in your Policy Schedule.

3. **Heavy vehicle hire costs following an accident**

If your vehicle is damaged in an accident which is covered under this section, and your claim has been accepted, we will reimburse you the costs you incur to hire a vehicle while your vehicle is being repaired or if it is deemed a total loss.

We will reimburse you an amount up to the limit shown in your Policy Schedule until the earliest of:

(a) 30 days;

(b) your vehicle is repaired; or

(c) we pay your claim.

This cover will commence on the date your vehicle is taken to the repairer provided we are notified at that time.

You will need to organise and pay for the hire vehicle. We are not responsible for ensuring that a hire vehicle is available. We need you to give us a copy of the rental agreement and any receipts for the hire vehicle so that we can reimburse you.

If the cost of the hire vehicle is more than the maximum daily rate shown in your Policy Schedule, you will have to pay the difference.

We do not pay for:

(a) additional hiring costs;

(b) running costs, including the costs of fuel;

(c) damage to the hire vehicle;

(d) any insurance, insurance excess or other costs you may be liable for under the hire vehicle rental agreement.

We will not cover you under this special clause if:

(a) the only damage to your vehicle is to its windscreen or window glass; or

(b) your vehicle is stolen, because you may be able to claim under the 'Hire vehicle costs following theft' additional benefit.

4. **Radius restriction**

No additional excess applies while operating within the kilometre radius of your farm shown in your Policy Schedule.

Excesses that apply to this section

In most cases you'll need to contribute an amount towards the cost of any claims you make under this cover.

Depending on the age or experience of the driver, and whether a rigid body tipper or tipping trailer is insured under this section, you may have to contribute more than one excess. Each excess is explained below and the amount is either shown in the table below or in your Policy Schedule.

If your claim is accepted, you must pay the total amount of the excesses that apply either to us or the repairer. We will tell you to whom they must be paid. However, if your vehicle is a total loss, we may deduct any excess from any payment we make.

Where more than one motor vehicle covered under this section is involved in an accident giving rise to a claim, you will have to pay the applicable excesses in respect of each motor vehicle insured.

Excess Type	When Applicable
Standard excess	The standard excess applies to all claims unless your Policy states that no excess applies to your claim. This amount is shown in your Policy Schedule as the standard excess.
Age and inexperienced driver excess	In addition to the standard excess, you will have to pay an age excess or inexperienced driver's excess if at the time of any incident giving rise to a claim your motor vehicle is driven by a person who: • is under the age of 25; or • is 25 years of age or older and has not held an Australian driver's licence for at least two years for that type of vehicle. The amount of the age or inexperienced driver excess is shown in your Policy Schedule. You will not have to contribute this additional excess if the only damage to your vehicle is a broken windscreen or window glass or caused by storm or hail damage.
Heavy motor vehicle inexperienced driver excess	This excess doesn't apply to drivers noted in your Policy Schedule, it only applies to motor vehicles with: • a gross vehicle mass (GMV); or • a gross combination mass (GCM), of at least 12,000 kilograms, including headers and harvesters. We will apply an additional excess of $5,000 for each motor vehicle involved in an incident when, that vehicle is: 1. a rigid body motor vehicle, and (a) at the time of an incident, was driven by or is in the charge of a person under 21 years of age; or (b) the person driving or in charge of the motor vehicle has less than two years driving experience in Australia for these motor vehicles at the time of the accident. 2. an articulated motor vehicle, and (a) at the time of an incident, being driven by or is in the charge of a person under 25 years of age; or (b) the person driving or in charge of the motor vehicle has less than two years driving experience in Australia for these motor vehicles at the time of the accident.

Excess Type	When Applicable
Outside of radius excess	This excess applies to articulated motor vehicles and trailers with a gross vehicle mass or gross combination mass greater than 12,000 kilograms. If, at the time of an accident, your vehicle is outside: • a radius of 250 kilometres; or • the radius shown in your Policy Schedule, from your farm, then we'll apply an additional excess. This outside of radius excess is: • the same as the amount of your standard excess; or • $5,000, whichever is the greater. This is in addition to your standard excess and any other excesses that apply. You will also need to pay an additional premium for the change in your farm business operations.
Tipping excess	We will double the standard excess shown in your Policy Schedule for each motor vehicle that is involved in an accident giving rise to a claim while the tipping hoist is either: • partially or fully extended; or • in the process of being extended or retracted. This is in addition to any other excesses that apply.
Learner driver excess	If at the time of an accident a licensed learner driver is in control of the motor vehicle, we will apply the excesses that would apply to the licensed passenger instructing the learner.
Trailers you don't own	Where you have selected this optional cover and it is noted on your policy schedule, an excess of $2,500 applies to any each trailer and its dolly.

Section 8 – Farm liability

Words with special meaning

The words below have a special meaning in this section of your Policy.

Word or term	Meaning
Buildings	buildings on your farm that are not used primarily as a place of residence and are listed in your Policy Schedule. Buildings include: (a) landlord's fixtures and fittings for which you are legally liable under the terms of your rental or leasing contract; (b) water or fuel tanks, and stock yards attached to or adjacent to your farm buildings; (c) fixed services of water, sewerage, garden irrigation, gas, electricity, telephones, radio receiving equipment you own, or for which you are responsible for; (d) grain or feed silos including fixed elevators. Buildings does not include: (a) machinery; (b) fences which are not attached or adjacent to the buildings.
Compensation	money you must pay, or which has been agreed to be paid, for personal injury or property damage.
Personal injury	(a) death; (b) injury, illness or disability, whether bodily or mental; (c) shock, fright and mental anguish; (d) the effects of: (i) false arrest, false imprisonment or malicious prosecution; (ii) trespass onto land, or eviction from land; (iii) defamation or disparagement; (iv) assault and battery; (e) libel or slander of character. We consider latent personal injury first happens on the day it was first medically diagnosed provided that it is first diagnosed during your period of insurance.
Products	any goods that have left your possession and control which you or the previous owners of your farm business have (or are deemed to have): (a) manufactured, grown, produced, constructed or installed; (b) packaged or labelled; (c) repaired, serviced or treated; or (d) sold or distributed; (e) including any container other than a vehicle.
Property damage	(a) physical damage to tangible property, including any resulting loss of use of that property; or (b) loss of use of tangible property caused by an occurrence, which has not been physically damaged, lost or destroyed.

What we will pay for

1. **Liability**

We'll cover your legal liability to pay compensation and costs awarded against you for:

(a) personal injury;

(b) property damage,

provided it:

(a) first happens during the period of insurance; and

(b) is caused by an occurrence in connection with your farm business,

up to the sum insured shown in your Policy Schedule.

2. **Defence of claims**

(a) If we cover you, we will:

(i) defend, in your name and on your behalf, any claim against you seeking compensation for liability even if the claim is groundless or fraudulent;

(ii) investigate, negotiate and settle any claim or legal action we see fit, and we will update you on the status of the clam if you request;

(iii) pay all legal costs and expenses we incur and all interest accruing after judgement until we have paid out (to the claimant or to a court) our liability under the judgement up to the limit of liability;

(iv) pay your reasonable expenses of defending the claim incurred with our consent;

(v) pay the premium for appeal bonds, release attachment bonds and bonds for the security of costs in relation to a claim, but we won't apply for these bonds or pay the bonds themselves;

(vi) pay up to $250,000 for your reasonable costs for legal representation at a coronial inquest, royal commission or other government enquiry into an occurrence or claim that would be covered under this Policy;

(vii) pay up to $100,000 for your reasonable loss of earnings if we ask you to attend a hearing, but we won't otherwise cover your loss of earnings;

(viii) pay your reasonable first aid expenses for personal injury, unless the law prevents us.

(b) We won't pay defence costs or continue to defend the claim after we have paid out the limit of liability.

3. **Limit of Liability**

(a) The limit of liability (on the Policy Schedule) is the most we will pay for:

(i) any one claim or series of claims against you caused by one occurrence; or

(ii) the total aggregate liability of all claims against you caused by your products during one period of insurance.

(b) Only amounts paid to settle claims and to pay costs awarded against you count towards your limit of liability. Amounts we pay for defence costs don't count towards the limit of liability.

Additional Benefits

1. **Aircraft Landing areas**

'What we will not pay for' '1. Aircraft, Aircraft Products, Watercraft and Hovercraft' doesn't apply to liability for personal injury or property damage arising out of your ownership, occupancy or control of any aircraft landing area on your farm, unless:

(a) the aircraft landing area doesn't comply with all laws and regulations;

(b) you receive any payment for use of the aircraft landing area from the operator of the aircraft; and

(c) there is a contract between you and the user of the aircraft landing area.

2. **Property in Custody or control**

'What we will not pay for' '22. Property in custody or control' doesn't apply to liability for property damage to:

(a) premises (including landlord's fixtures and fittings) which are leased or rented to you;

(b) premises (including their contacts) that you temporarily occupy for work;

(c) vehicles you don't own or use, but which are damaged in a car park you own or operate, unless you own or operate the car park for reward;

(d) car spare parts and accessories;

(e) your employee's property;

(f) self-propelled tractors or harvesters and items that can normally be attached to or towed by tractors or harvesters;

(g) animals you don't own, lease or rent; or

(h) other property temporarily in your physical or legal control that you haven't agreed to insure, but we won't cover physical damage or destruction of any property you have been working on.

The most we'll pay under this additional benefit for property damage arising out of one occurrence is:

(a) $500,000 for buildings, including fixtures;

(b) $10,000 per animal, up to the amount shown in your Policy Schedule for 'Property in control - Animals'; and

(c) the amount shown in the Policy Schedule for 'Property in control - Other' for all property.

This additional benefit doesn't provide any cover for any liability you assume under any agreement that:

(a) required you to take out material damage insurance on premises, property or goods you do not own; or

(b) makes you strictly liable for damage regardless of fault.

3. **Vehicles**

'What we will not pay for' '25. Vehicles' doesn't apply to:

(a) personal injury claims where compulsory third-party insurance or statutory indemnity doesn't cover you for reasons that don't involve you breaching legislation relating to vehicles;

(b) property damage claims caused:

(i) by and during the loading or unloading of goods to or from any vehicle;

(ii) by the operation of any vehicle designed primarily for lifting, lowering, loading, unloading, while being operated by you or on your behalf within your premises;

(iii) by equipment that's part of, attached to or used in connection with your vehicle being used as a tool at any worksite.

(c) property damage or personal injury claims arising out of your ownership, possession, operation, or maintenance of any mobile farm machinery:

(i) on your farm or another farm where you're working in relation to your farm business;

(ii) being driven or operated between:

› farms you own and we insure;

› your farm and another farm where you're working in relation to your farm business; or

› your farm and a workshop for the purpose of repair or service.

(d) being delivered to your farm after purchase.

However, there is no cover for property damage:

(a) caused by a vehicle while it is transporting or carting goods; or

(b) to property you own or lease or which is in your legal control, unless also covered by an exception to exclusion 22. 'Property in custody or control.'

4. **Overspray damage**

We'll also pay your legal liability for claims for property damage as a result of ground-based spraying operations carried out in connection with your farm business, but not pay claims for:

(a) damage to property which you own or have any interest in; and

(b) any environmental impairment that may result from the spraying.

Optional benefits

Where you choose to have cover under the following optional benefits and you have paid any additional premium we ask for, we will provide that additional cover to you. The optional benefits you have selected will be listed on your Policy Schedule.

1. **Farm hosting**

The definition of 'farm business' is extended to include the provision of leisure activities, accommodation or meals to guests of your farm for which you receive payment.

However, we won't cover claims arising out of:

(a) a guest who:

(i) rides a horse or any other animal;

(ii) rides in or on an animal drawn vehicle or implement, unless the animal is under the control of the named insured or a director of the insured entity;

(iii) rides or uses any motorcycle, motorised buggy or any motor vehicle operating on fixed tracks;

(iv) participates in an activity on, in or under water other than fishing from a jetty, bank or wharf;

(v) is guided or directed into underground mines, shafts, caves or caverns;

(vi) participates in rock climbing or abseiling activity;

(vii) participates in any activity involving weapons, including firearms.

(b) the use of any motorcycle or motor vehicle which is required by law to be insured for liability for personal injury and the occurrence is, or would be, insured by such insurance;

(c) any motorcycle or motor vehicle activity, unless the person driving is the named insured or a director of the insured entity.

2. **Aerial spraying**

This optional benefit operates despite 'What we will not pay for' '1. Aircraft, Aircraft Products, Watercraft and Hovercraft' point a.

We'll cover your legal liability to pay compensation arising out of any aerial spraying application to your land or crops, but only if:

(a) it is conducted by a licensed aerial spraying contractor engaged by you or on your behalf;

(b) you do not own or operate the aerial spraying business;

(c) neither you nor your employees own or operate the aircraft used nor is it in your physical or legal care, custody or control;

(d) neither you nor your employees perform the aerial spraying application.

What we will not pay for

1. **Aircraft, Aircraft Products, Watercraft and Hovercraft**

We don't cover liability in respect of claims arising out of:

(a) the ownership, maintenance, operation or use by you or on your behalf of any aircraft;

(b) the ownership, maintenance, operation or use by you or on your behalf of any watercraft longer than eight meters, unless it is:

(i) powered by human or wind power; and

(ii) used in Australian waters.

(c) the ownership, maintenance, operation or use by you or on your behalf of any Hovercraft;

(d) your products that are aircraft or aircraft parts used for maintaining an aircraft in flight or moving on the ground or used in the construction of an aircraft hull or machinery which you know are incorporated in an aircraft or aerial device.

In this section:

(a) Aircraft means any machine intended to travel in the atmosphere or space.

(b) Hovercraft means any vessel that transports people or items using a cushion of air.

(c) Watercraft means any vessel that floats, travels on water or travels underwater.

2. **Asbestos**

We won't cover liability in respect of claims arising directly or indirectly from asbestos in any form or quantity.

3. **Assault and battery**

We don't cover liability in respect of personal injury or property damage arising from assault or battery committed by you or at your direction.

This exclusion does not apply when the assault and battery is:

(a) reasonably necessary for the protection of persons or property; and

(b) done at the direction of the named Insured or its Australian subsidiaries by:

(i) a director, officer, employee, voluntary worker, work experience person, partner or shareholder of the named insured or its Australian subsidiaries, but only while acting within the scope of their duties in such capacity; or

(ii) an office bearer or members of social and sporting clubs, canteen and welfare organisations, first aid, fire and ambulance services formed with the consent of the named Insured or its Australian subsidiaries.

4. **Building operations**

We don't cover liability in respect of works to buildings by you or on your behalf when the total cost of the work exceeds $500,000.

5. **Communicable disease**

We do not insure you or your family against liability arising from death or personal injury to any person arising out of the transmission of any communicable disease by you or your family.

6. **Contractual Liability**

(a) We don't cover liability in respect of any contractual obligation or agreement that requires you to:

(i) obtain insurance for property; or

(ii) assume liability for personal injury or property damage regardless of fault.

(b) We don't cover liability in respect of any warranties of fitness, performance, durability, or quality of your products.

Exclusion (a) and (b) does not apply to:

(i) liabilities the law implies in the absence of a contract or agreement, other than any warranty of fitness, performance, durability, or quality of your products;

(ii) liabilities assumed under incidental contracts;

(iii) a contractual obligation under an agreement specified in the Policy Schedule.

In this exclusion, incidental contract means any written contract:

(a) to rent or lease any real or personal property, but not if the contract:

(i) requires you to insure property; or

(ii) makes you strictly liable for damage regardless of fault;

(b) with any supplier of utilities, except for work done for that supplier; or

(c) with any railway authority for the handling of products, including contracts for the operation of railway sidings.

7. **Defamation**

We don't cover liability in respect of claims for defamation:

(a) made before the start of the period of insurance;

(b) made by you or at your direction with knowledge that the statements were false;

(c) arising from publishing any political or social material;

(d) arising from radio or television broadcasting or any other medium of public transmission such as Internet, telephone or dedicated landlines; or

(e) if your business is advertising, broadcasting, publishing or telecasting.

8. **Electronic data**

We don't cover liability in respect of:

(a) communication, display, distribution or publication of electronic data;

(b) destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic data;

(c) error or errors in creating, amending, entering, deleting or using electronic data; or

(d) inability or failure to receive, send, access or use electronic data for any length of time.

9. **Employment liability**

We don't cover liability in respect of:

(a) personal injury to any of your employees caused during or by their employment in your farm business;

(b) personal injury to anyone that workers' compensation legislation deems to be your employee;

(c) liability that could be covered by a workers' compensation insurance policy, fund, scheme or self-insurance arrangement, whether or not you are a party to that policy, fund, scheme or arrangement;

(d) liability under workers compensation legislation or any industrial award or agreement or determination; or

(e) employment practices.

In this exclusion, employment practices means:

(a) any wrongful or unfair dismissal;

(b) denial of natural justice;

(c) defamation;

(d) misleading representation or advertising;

(e) harassment or discrimination,

directly or indirectly related to you employing or prospectively employing anyone.

10. **Excluded persons**

We don't cover liability in respect of personal injury:

(a) to you or your family;

(b) where you are a company, to any director or their family.

11. **Faulty workmanship**

We don't cover liability in respect of:

(a) the cost of performing, correcting, improving or replacing any work done by you or someone else on your behalf; or

(b) for property damage to your products.

12. **Penalties**

We don't cover liability in respect of fines, penalties, and/or liquidated damages.

13. **Genetically modified organisms (GMOs)**

We don't cover liability in respect of:

(a) genetically modified organisms which you manufacture, import or conduct trials of; or

(b) services you provide in the manufacture of genetically modified organisms apart from growing genetically modified crops authorised or approved by the State or Territory where your farm is located.

14. **Horse riding and training and events**

We don't cover liability in respect of:

(a) horse riding or training activities that are conducted for reward or payment; or

(b) any equine event you organise or hold on your farm.

15. **Latent personal injury**

We don't cover liability in respect of latent personal injury which was not first medically diagnosed during the period of insurance.

16. **Loss of use**

We don't cover liability in respect of loss of use of tangible property which hasn't been physically damaged, lost or destroyed resulting from:

(a) a delay in or lack of performance by you or on your behalf of any contract; or

(b) your products failure to meet express or implied representations about their performance or quality. This exclusion 16(b) doesn't apply to loss of use of tangible property caused by the sudden unintended and unexpected physical loss of or damage to your products after someone other than the named insured or its Australian subsidiaries has put them to use.

17. **Participation**

We don't cover liability in respect of personal injury or property damage due to participating in any game, match, race, practice, trial, training, competition, warm ups, warm downs and other preliminary activities, unless the personal injury is due to your negligence in relation to the facility provided.

18. **Pollution**

We don't cover liability in respect of:

(a) personal injury or property damage directly or indirectly arising out of pollution, unless the pollution:

(i) is sudden, identifiable, unexpected and unintended;

(ii) takes place in its entirety at a specific time and place; and

(iii) occurs outside of the United States of America or Canada.

(b) any cost any expenses incurred in the prevention, removing, nullifying or clean-up of pollution unless it:

(i) is consequent upon a sudden, identifiable, unexpected, unintended incident;

(ii) takes place in its entirety at a specific time and place;

(iii) results in personal injury and/or property damage; and

(iv) occurs outside of the United States of America or Canada.

(c) the actual, alleged or threatened pollution caused by your product that you or someone on your behalf has discarded.

The most we will pay under Exclusion 18(a) and 18(b) in respect of any one pollution incident and for all pollution incidents during any one period of insurance is the limit of liability.

In this exclusion pollution means:

(a) the discharge, dispersal, release, seepage, migration or escape;

(b) of any solid, liquid, vapour, fumes, gas, thermal irritant, contaminant, waste or smoke;

(c) into or upon land, the atmosphere, or any water course or body of water.

19. **Product defect**

We don't cover liability in respect of property damage to your products directly attributable to a defect or their harmful nature or unsuitability.

20. **Product recall**

We don't cover liability in respect of claims arising out of any loss, cost or expense you incur for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your products or anything they are a part of, if they are withdrawn from the market or from use because of any known or suspected defect, deficiency, inadequacy or dangerous condition in them.

21. **Professional liability**

We don't cover liability in respect of your provision, or failure to provide, professional advice or service or any related error or omission.

This exclusion does not apply to:

(a) personal Injury or property damage if you provide or fail to provide professional advice so long as your professional advice or service is given without a fee;

(b) advice you give about the use or storage of your products; or

(c) medical advice by medical persons who are employed to provide medical services including first aid as long as you are not in the business of providing medical services.

22. **Property in custody or control**

We don't cover liability in respect of damage to property you own or lease which is in your physical or legal control.

23. **Sexual Abuse**

We don't cover liability in respect of claims in connection with any actual or attempted sexual and/or child assault, abuse or molestation. We will also not cover you under 'Defence of claims' for such claims.

24. **Territorial Limits**

(a) We don't cover liability in respect of claims made or actions started outside of Australia where the local laws require you to have insurance with an insurer or insurance provider licenced in that place.

(b) We don't cover liability in respect of:

(i) claims made and actions started within the United States of America or Canada or any other territory coming within the jurisdiction of their courts; or

(ii) claims and actions to which the laws of the United States of America or Canada apply.

(c) Exclusion (b) does not apply to:

(i) claims and actions caused by the presence of your employees, directors or partners who normally reside in Australia while they are outside of Australia unless they are doing any kind of manual or supervisory work in the United States of America or Canada; or

(ii) claims for liability caused by your products exported to the United States of America or Canada without your knowledge.

(d) The limit of liability for claims under this exception (c) includes all costs, expenses and interest as set out in 'Defence of claims'.

25. **Vehicles**

(a) We don't cover liability in respect of claims directly or indirectly arising out of the ownership, possession, operation, or use by you or on your behalf of any vehicle:

(i) registered or required by law to be registered by any legislation;

(ii) for which any legislation requires compulsory insurance or statutory indemnity insurance, whether or not that insurance is in effect; or

(iii) driven or operated by someone:

› younger than 10 years and driving or operating the vehicle with your express or implied permission;

› affected by alcohol or drugs; or

› not licenced to drive or operate the vehicle at the time and place of the occurrence.

In this exclusion, vehicle means any machine propelled mechanically including a trailer that can be attached to it.

Specific conditions applying to this section

1. **Excess**

You must pay the excess shown on the Policy Schedule for claims made on this Policy.

If more than one excess applies for any claim, or series of claims caused by one occurrence, you need only pay one excess but the highest excess will apply.

If you have not paid your excess and the compensation and costs to be paid to a claimant are greater than your limit of liability, we will only pay the limit of liability less your excess.

2. **Discharge of liabilities**

At any time, for all claims made against you for any one occurrence, we can pay to you or on your behalf:

(a) the limit of liability, less any amount already paid; or

(b) any lower sum for which the claims can be settled.

If we do so:

(a) the conduct of any outstanding claim or claims will become your responsibility; and

(b) we be liable for further amounts in relation to that occurrence other than costs, charges, or expenses that we agreed to pay before or when we made the payment referred to in this general conditions of this Policy.

The sum for which the claim or claims can be settled is either:

(a) the amount for which the claimants offer to settle all claim or claims; or

(b) the amount assessed by a Senior Counsel, taking into account:

(i) the economics of the matter;

(ii) the damages and costs which are likely to be recovered by the claimants;

(iii) the likely defence costs; and

(iv) your prospects of successfully defending the claim.

If you and we cannot agree on the Senior Counsel, we will ask the President of the Bar Association in the relevant State or Territory to nominate one.

We will include the cost of the Senior Counsel's opinion in your defence costs.

3. **Acquisition of properties or companies**

We will cover properties, assets, companies, firms, entities or other bodies:

- formed, purchased or managed by you while you are insured by this Policy; and
- that undertake activities consistent with your farm business.

If a new acquisition represents more than 15% of your current turnover, we may revise the terms of the Policy, which could change your premium. If you don't accept the revised terms then the new acquisition will not be covered by the Policy.

We won't cover any claims of personal injury or property damage that happened before the acquisition, formation or assumption of management responsibility.

4. **Changes in circumstance**

You need to tell your financial services provider in writing as soon as possible if anything has changed in the information you gave us when you took out or renewed your Policy that could increase the risk of personal injury or property damage.

Based on this information we may:

- charge additional premium;
- amend or impose additional terms or conditions; or
- cancel the Policy.

Any changes to your Policy will take effect when we issue a new Policy Schedule and/or an endorsement schedule, stating the change.

5. **Cross liability**

Where this Policy insures more than one party, we will consider each of the parties separate and distinct units and the words 'you', 'your' or 'yours' will apply to each party in the same way as if they'd each been issued a separate policy.

Nothing in this general condition will increase our limit of liability for any occurrence or period.

6. **Inspection of property**

We may inspect your property and operations at any time. You may not use our failure to inspect, or any inspection report made by us or others on our behalf, in any action or proceeding involving us.

We may examine and audit your books and records at any time while you're insured and for three years after, but we will only examine and audit matters that are relevant to the Policy.

Section 9 – Theft

Words with special meaning

The words below have a special meaning in this section of your Policy.

Word or term	Meaning
Farm property	farm property as defined in Section 5 – 'Farm property' of this Policy.
Mobile machinery	mobile machinery as defined in Section 5 – 'Farm property' of this Policy.

Cover

We will pay for loss of or damage to the farm property you have or could have insured under Section 5 – 'Farm property' caused by theft (including attempted theft) from your farm during the period of insurance.

Excess

For each occurrence which gives rise to a claim, you must pay the excess shown in your Policy Schedule in relation to that occurrence. We will advise whether you need to pay this to a repairer or supplier, or if we will deduct it from a settlement we pay to you.

What we will pay for

We will pay you up to the sum insured shown in your Policy Schedule for theft.

If you make a claim for a total loss or if the sum insured is exhausted by any occurrence, then all insurance provided by this section ceases and you will not be entitled to any refund of premium.

Property that can't be recovered or repaired

If the farm property is not found within a reasonable time after the loss, or cannot be economically repaired, we will pay your cost to repurchase the farm property.

If you don't replace the farm property, we will pay you the indemnity value.

Property that can be repaired

If the farm property can be repaired for less than the cost to repurchase we will pay either:

1. the cost to repair the farm property up to the cost to repurchase; or
2. the indemnity value of the farm property after deducting its remaining value.

Additional benefits applying to this section

The following benefits are included in the sum insured.

1. **Automatic reinstatement of sum insured**

   If the sum insured is reduced following payment of a claim, we will automatically reinstate the sum insured from the date of the loss or damage.

   If we request an additional premium, you must pay it to us or the cover will be reduced by the amount of the claim settlement.

2. **Contents in auctioneer's store**

   We will pay for theft of farm property (excluding livestock) from an auctioneer's store following actual violent and forcible entry into that store, if:

   (a) you still own the farm property; and

   (b) the auctioneer hasn't sold it at the time of the theft.

   We will pay what it would cost you to buy an item of a similar, make, model and condition at auction.

3. **Temporary removal**

   We will extend cover to farm property temporarily removed from your farm to elsewhere in Australia.

   We will not pay for farm property permanently removed from the farm.

4. **Replacement of locks and keys**

   We will pay up to $2,000 for any one occurrence:

   (a) to recode or replace locks you own and use in your farm business if:

   (i) they are damaged in the course of a theft; or

   (ii) their keys are stolen in the course of a theft;

   (b) to replace keys:

   (i) stolen in the course of a theft; or

   (ii) if there are reasonable grounds to suspect they have been copied following a theft; and

   (c) to replace or recode any safe you own and use for your farm business if there are reasonable grounds to suspect its combination has been stolen during an occurrence.

   We will only pay for:

   (a) locks which secure external doors, windows and other external openings of the farm buildings;

   (b) the cost of locks of similar type and quality.

5. **Temporary protection**

   We will pay up to $5,000 per occurrence, for the cost of temporary repairs to farm property following loss or damage insured by this section for the purpose of securing the premises and safeguarding farm property from further loss.

What we will not pay for

We will not pay for:

1. theft or attempted theft:

   (a) committed by:

   (i) you or your family;

   (ii) paying guests or residents who lawfully reside on your farm; or

   (iii) or in any way contributed to by, dishonest acts by your directors, partners or employees.

   (b) of:

   (i) money;

   (ii) loss resulting from a dishonoured cheque or negotiable instrument given to you in connection with your farm;

   (iii) jewellery, furs, bullion, property made of gold or silver, or precious stones;

   (iv) motor vehicles, caravans, trailers, motorcycles or mobile machinery;

   (v) boats or aircraft including their spare parts and accessories;

   (vi) property that is or can be insured by:

   (A) Section 1 – 'Home'; or

   (B) Section 13 - 'Working dog'.

   (vii) property insured for theft elsewhere in the Policy.

2. losses:

   (a) due to unexplained shortages;

   (b) resulting from clerical or accounting errors; or

   (c) resulting from shortages in the supply of material.

Section 10 – Transit

Words with special meaning

The words below have a special meaning in this section of your Policy.

Word or term	Meaning
Conveying vehicle	a road vehicle or trailer owned by you or in the control of you or your employee.
Goods	farm produce, livestock, hay, silage, grain, wool, machinery, plant, farm equipment, farm supplies and domestic supplies.

Excess

For each occurrence which gives rise to a claim, you must pay the excess shown in your Policy Schedule or the Policy in relation to that occurrence.

What we will pay for

We will pay for loss or damage to your goods caused by an insured event:

(a) while they are:

(i) in or on the conveying vehicle or trailer; or

(ii) being loaded or unloaded from the conveying vehicle or trailer;

(b) during the period of insurance;

(c) up to the sum insured shown in your Policy Schedule.

We will pay up to $5,000 per animal unless otherwise stated in your Policy Schedule.

Insured events

You are insured against loss or damage caused directly by the following insured events:

1. collision or overturning of the conveying vehicle;
2. fire or explosion in, on or in the immediate vicinity of the conveying vehicle or trailer;
3. flood damage, meaning:
   (a) physical damage to the conveying vehicle, trailer or goods caused by flood; or
   (b) the interruption of the journey due to flood;
4. riots, strikes, civil commotion and malicious damage;
5. theft, provided there is visible evidence of forcible entry to:
   (a) the conveying vehicle or trailer; or
   (b) a building in which the conveying vehicle or trailer is garaged;
6. damage to goods falling from the conveying vehicle or trailer while in transit if they were securely fastened or restrained when the journey began.

Additional benefits applying to this section

1. **Removal of debris**

   We will pay you for the reasonable costs you incur up to a maximum of $50,000 per occurrence to remove debris which results from an occurrence this section insures.

   If livestock is lost or damaged and the loss or damage is insured by this section, we will pay for the reasonable cost to:

   (a) destroy animals for humane reasons; and

   (b) dispose of carcasses.

2. **Temporary agistment**

   We will pay you for the reasonable costs you incur up to a maximum of $5,000 each occurrence for the herding or temporary storage of any livestock to prevent straying following loss or damage due to:

   (a) collision or overturning of a conveying vehicle;

   (b) fire; or

   (c) explosion.

What we will not pay for

We will not pay for loss of or damage to your goods if:

1. at the time of the occurrence the conveying vehicle or trailer is being driven or operated by someone:
   (a) impaired by any drug or intoxicating liquor;
   (b) without a current licence to operate or drive the conveying vehicle or trailer at the time and place of the occurrence;
   (c) under 10 years of age and driving or operating the conveying vehicle or trailer with your express or implied permission;
   (d) with a blood alcohol reading above the legal limit; or
   (e) who refuses to provide or allow the taking of a sample of breath, blood or urine for testing following an accident as required by the law where the accident occurred.

   We will pay your claim if you did not know that the driver was affected by alcohol or drugs or was unlicensed and you could not reasonably have known this.
2. at the time of the occurrence the conveying vehicle or trailer is:
   (a) carrying, towing or lifting a heavier load or carrying more than it is designed for or is permitted by law;
   (b) unsafe or unroadworthy.
3. at the time of the occurrence your livestock is being transported by someone, other than you, for financial reward; or
4. the occurrence is insured by another policy:
   (a) required by any law; or
   (b) taken out by someone other than you.

Section 11 – Machinery breakdown

Words with special meaning

The words below have a special meaning in this section of your Policy.

Word or term	Meaning
Breakdown	unforeseen and sudden physical damage to plant and machinery from any cause which requires repair or replacement to enable normal operation to continue and which is not excluded by the Policy.
Plant and machinery	**Unspecified machinery cover** (a) **'Electrical and mechanical items'** Items driven by motors with capacity not exceeding 7.5 kilowatts (10HP), including electronic and other integral parts of the insured items including boilers, pressure vessels and pressure pipe systems as defined in b. below. If your Policy Schedule shows your farm business as a dairy then the capacity is increased to 15HP. (b) **'Boilers, pressure vessels and pressure pipe systems'** Permanent structure of insured items which are subject to internal steam, gas or fluid pressure (other than atmospheric pressure) including: (i) all direct attachments connected to the permanent structure; and (ii) the rotating, reciprocating or electrical apparatus attached to boilers. **Specified machinery items cover** Items individually specified in your Policy Schedule under 'Specified Machinery Items' along with their respective values, these include electrical and other integral parts of the insured items. **Plant and machinery does not include:** (a) submersible pumps – with respect to unspecified machinery cover; (b) motor vehicles or mobile plant; (c) computer system, electronic data processing equipment, office equipment, telecommunication transmitting and receiving equipment, audio visual amplification and surveillance equipment; (d) research, diagnostic and electro medical equipment; (e) domestic appliances; (f) televisions, videos, gambling or amusement machines; (g) lifts or escalators.

Excess

For each occurrence which gives rise to a claim, you must pay the excess shown in your Policy Schedule in relation to that occurrence.

If selected, you must also pay the excess shown in your Policy Schedule for the optional benefit 1. 'Deterioration of stock in cold storage.'

Automatic reinstatement

If the sum insured is reduced following payment of a claim, other than a claim for the total loss of any specified plant and machinery listed on your Policy Schedule, we will automatically reinstate the sum insured from the date of the loss or damage.

If we request an additional premium, you must pay it to us or the cover will be reduced by the amount of the claim settlement.

Salvage

If any replaced plant and machinery or parts are worth more than the amount which would be paid by scrap metal merchants, then the value of the plant and machinery or parts will be deducted from the amount we pay.

What we will pay for

In the event of breakdown under this section we will pay you, up to the sum insured or limit any one loss for the reasonable cost:

1. of repair or replacement necessary to return the plant and machinery to its former state of operation;
2. to repair or replace damage from impact from fragments of the plant and machinery to other property:
   (a) belonging to you; or
   (b) in your care, custody and control for which you are responsible.
3. to dismantle, re-erect and remove debris.

Our liability inclusive of these additional costs will not exceed the sum insured or limit any one loss shown in your Policy Schedule.

All damage which can be repaired must be repaired, however should the plant and machinery be uneconomical to repair due solely to the nature of the damage, settlement will be as follows:

1. **Unspecified machinery**

For unspecified machinery less than six years old, we will pay the lesser of:

- the cost to replace the plant and machinery with an item:
  - of similar function, type, capacity and quality; and
  - in a condition equal to, but not better than, the condition of the plant and machinery when new; or
- the limit for any one item shown in your Policy Schedule if you have selected unspecified machinery cover.

For unspecified machinery more than six years old, we will pay the installed value of the item depreciated by 10% for each year of service to a maximum of 70%.

2. **Specified machinery**

For specified machinery items, we will pay the lesser of:

- the cost to replace the plant and machinery with an item:
  - of similar function, type, capacity and quality; and
  - in a condition equal to, but not better than, the condition of the plant and machinery when new; or
- the sum insured for the plant and machinery item shown in your Policy Schedule (if you have selected specified machinery items covers).

Additional benefits applying to this section

We provide the following additional benefits when we pay a claim as a result of an insured loss under this policy section.

1. **Loss of refrigerant**

   We will pay for the cost of flushing, drying and replacing:

   (a) refrigerant; and

   (b) lubricating oil,

   as a direct result of breakdown to items of refrigeration plant and machinery.

   These costs are included in the sum insured.

2. **Newly installed items**

   We will temporarily extend cover provided by this section to cover additional items of plant and machinery you install during the period of insurance, provided that this temporary cover ends at the earlier of:

   (a) 30 days from the date you installed the additional items of plant and machinery; or

   (b) the expiry date of the current period of insurance.

   You must provide to us full details of the new items of plant and machinery within 30 days of the commencement of this temporary cover. If we agree to continue the cover you must pay any additional premium that we may require.

   The maximum we will pay for this additional benefit is 50% of the sum insured shown in your Policy Schedule.

3. **Overtime and express freight**

   We will pay the cost of overtime and express freight if the plant and machinery is required immediately for the operation of your farm business.

   We will pay up to $10,000 per item of plant and machinery.

   These costs are in addition to the sum insured.

4. **Temporary repairs**

   If plant and machinery suffers a breakdown insured by this section, we will pay the necessary and reasonable cost:

   (a) to hire a replacement machine;

   (b) for temporary repairs.

   We will pay up to $10,000 per machine. This is in addition to the sum insured.

5. **Deterioration of milk**

   If plant and machinery suffers a breakdown insured by this section and your farm business is a dairy, we will pay for deterioration of milk.

   We will pay up to $5,000 for this additional benefit. This is in addition to the sum insured.

Optional benefit applying to this section – Deterioration of stock in cold storage

If we agree, and for payment of an additional premium, you can choose to add the following optional benefit.

What we will pay for

We will pay you up to the sum insured for loss of or damage to the stock:

1. as specified in your Policy Schedule;
2. while contained in:
   (a) cold storage spaces refrigerated by the plant and machinery shown in your Policy Schedule; or
   (b) an item covered under a warranty or maintenance agreement; and
3. occurring during the period of insurance at your farm;
4. caused by deterioration or putrefaction as a result of:
   (a) breakdown of the refrigeration machinery;
   (b) sudden and unforeseen failure of the public power supply;
   (c) operation or failure to operate, of controls or protective devices within the refrigeration machinery, but this does not include loss caused by the manual operation or manual setting of controls or protective devices;
   (d) contamination of the stored stock by the accidental escape of refrigerant into any:
      (i) insulated refrigerator or freezer; or
      (ii) any room, container or vat refrigerated by plant and machinery;
   (e) contamination of milk from any cause, other than:
      (i) one excluded by the General exclusions that apply to all sections of the Policy;
      (ii) infectious diseases your animals bear; or
      (iii) by chemicals prior to milking.

      If milk is contaminated by antibiotics, the maximum we will pay is $5,000 or the sum insured shown in your Policy Schedule (whichever is the lesser).
   (f) sudden leakage of refrigerant from the refrigeration machinery or pipe system forming part of the refrigeration machinery.

Basis of settlement

We will pay you the higher of:

(a) the indemnity value; or

(b) the contracted price from your usual customer;

(c) for lost or damaged stock calculated immediately prior to the loss or damage occurring.

We will not pay more than the sum insured shown in your Policy Schedule for the stock less the excess that applies.

What we will not pay for under deterioration of stock in cold storage

We will not pay for:

(a) any loss or damage due to shrinkage, inherent defects or diseases;

(b) loss or damage:

   (i) caused by improper storage, collapse of the packing material or storage structure;

   (ii) following loss of public electricity supply due to:

      (A) the deliberate act of any public electricity supply authority; or

      (B) the decision by any public power supply authority to restrict or withhold supply;

(c) loss of or damage to:

   (i) embryos or semen; or

   (ii) any living animal, plant, fungus or organism;

(d) penalties for delay or detention or consequential loss or damage or liability of any nature whatsoever.

Exclusions applicable to Section 11 - Machinery Breakdown

We will not pay for:

1. loss or damage caused by or arising from:
   (a) fire, smoke or soot;
   (b) extinguishing a fire including subsequent demolition or repair work;
   (c) lightning;
   (d) a chemical explosion (other than explosion of flue gas in boilers);
   (e) impact of motor vehicles, aircraft or watercraft;
   (f) earthquake, subterranean fire or volcanic eruption;
   (g) landslip or subsidence;
   (h) storm, tempest, flood, windstorm or cyclone;
   (i) water escaping, discharged or leaking from any source which is external to the plant and machinery insured;
   (j) theft or burglary;
   (k) intentional or malicious damage; or
   (l) the carrying out of tests involving abnormal stresses, including overloading of any insured items.
2. the cost of:
   (a) replacement of expendable items such as belts, filters, fuses, electric heating elements, electrical contacts, thermostats, thermal expansion valves, cutting blades, crushing surfaces, glass or porcelain, ceramics, chains, seals, links, dies and moulds, conveyor belting, lubricants, fuel and any transfer media;
   (b) replacement of component parts worn through normal machine operation;
   (c) adjustment, cleaning, purging or recharging of refrigeration or air conditioning equipment;
   (d) repairs to piping and other ancillary systems due to cracking of pipe work;
   (e) replacement of refractory or brickwork forming part of plant or machinery unless necessary as part of the rectification of breakdown;
   (f) maintenance work including but not limited to the tightening of loose parts, recalibration or adjustments;
   (g) alteration, additions, improvements or overhauls whether carried out in the course of indemnifiable repairs or as a separate operation;
   (h) modification or alteration of broken-down plant and machinery to enable it to operate with a more ozone friendly refrigerant gas as required by the UNEP (United Nations Environmental Protection) Montreal Protocol;
   (i) replacement or repair caused by gradual deterioration (including rust, corrosion, erosion, oxidation or scale formation);
   (j) replacement of lighting equipment, reticulating electrical wiring, reticulating liquid and gas piping and ducting;
   (k) repair of scratches to painted or polished surfaces unless caused by the breakdown;
   (l) repair of slowly developing deformation or distortion of any part;
   (m) repair of blisters, laminations, flaws or grooving even when accompanied by leakage;
   (n) damage caused to plant and machinery or items caused by any hydraulic testing;
   (o) repairs to defective or leaking valves, fittings, glands, joints, gaskets, pipes, lines and connections;
   (p) repairs to shaft keys requiring tightening, fitting renewal;
   (q) damage caused by the movement of foundations, masonry or brick work; or
   (r) removal and subsequent replacement of underground or submersible pump installations and well casings, unless specifically shown in your Policy Schedule.

   For submersible or bore pumps specifically listed/shown on your Policy Schedule, we will not pay for any removal or reinstallation costs unless the bore or well is fully lined. Where the bore or well is fully lined, we will pay up to $2,000 towards removal or installation.
3. consequential loss of any kind or description whatsoever;
4. breakdown of any item being moved caused by dual lifting;
5. costs you are entitled to recover for labour and parts under a maintenance agreement, warranty, guarantee or indemnity in your favour by the manufacturer or any other person; or
6. loss or damage to any combustion engine insured by this section unless it:
   (a) is fitted with an effective automatic safety engine monitoring device; and
   (b) the device stops the engine in the event of a lubricating or cooling fault or failure.

Specific conditions applying to this section

1. **Inspection**

You must permit us or our representative at all reasonable times the right to inspect and examine any items insured by this section.

You or your repairer must:

- keep all plant and machinery or parts for 30 days after you have reported a breakdown to us in writing; and
- allow us access, at our cost, to inspect the plant and machinery or parts.

If you do not keep the plant and machinery or parts, we may refuse to pay part or all of a claim.

Your repairer will be required to make written records showing adequate details of loss or damage to plant and machinery, cause of breakdown, work done and parts replaced. If you do not ensure the repairer complies with the request, we may refuse to pay part or all of a claim.

This cover only applies after completion of successful initial commissioning.

2. **Operating damaged plant**

Our legal liability will cease for any damaged plant or machinery that is operated without having been repaired consistently with the generally accepted rules of engineering practice.

3. **Reasonable steps**

For any breakdown that might give rise to a claim under this section (in addition to complying with this Policy's general claims conditions) you must:

   (a) take all reasonable steps to minimise the extent of the loss; and
   (b) preserve any damaged or defective plant and machinery and make them available to us for inspection.

4. **Replacement**

Before you authorise the replacement of your plant and machinery or any of its parts, you must be certain that the plant and machinery or the parts cannot be repaired.

Section 12 – Electronic equipment

Words with special meaning

The words below have a special meaning in this section of your Policy.

Word or term	Meaning
Breakdown	sudden and unexpected electronic, electrical or mechanical failure of electronic equipment which requires repair or replacement to enable normal operation to continue.
Electronic data	(a) software programs and information stored on magnetic tapes, magnetic hard or floppy discs, flash drives and compact discs; (b) magnetic tapes, magnetic floppy discs, flash drives and compact discs.
Electronic equipment	the electronic equipment shown in your Policy Schedule as insured items.

Cover type

If you select Section 12 – 'Electronic equipment', you can extend cover to include optional benefit 1. 'Restoration of data' and/or 2. 'Increased cost of working.'

If you select either of these optional benefits an additional premium will apply.

Your Policy Schedule shows if you have selected either of these optional benefits.

Excess

For each occurrence which gives rise to a claim, you must pay the excess shown in your Policy Schedule in relation to that occurrence.

Method of settlement

All damage which can be repaired, must be repaired. However, if the item is uneconomical to repair due solely to the nature of the damage, settlement will be as follows:

1. the sum insured for the electronic equipment items shown in your Policy Schedule;
2. for electronic equipment less than six years old the cost of replacement of the item with an item:
   (a) of similar, function, type, capacity and quality; and
   (b) in a condition equal to but not better than, the condition of the insured item when new; or
3. for electronic equipment more than six years old, the installed value of the item will be depreciated by 10% per annum for each year of service to a maximum of 70%.

Our liability will be the lesser of 1, 2, or 3, less the excess that applies.

Salvage

We will subtract the value of any salvage from the amount payable under this section.

Total loss or destruction

If we pay a claim for total loss or destruction of an item of electronic equipment then all cover on that electronic equipment ceases and you will not be entitled to any refund of premium.

What we will pay for

We will pay the cost to repair or replace insured items of electronic equipment to its former state of operation following a breakdown.

What we will not pay for

We will not pay more than the sum insured shown in your Policy Schedule for each item.

We will not pay for:

1. loss or damage caused by or arising from:
   (a) fire, smoke or soot;
   (b) extinguishing a fire including subsequent demolition or repair work;
   (c) lightning;
   (d) a chemical explosion (other than explosion of flue gas in boilers);
   (e) impact of motor vehicles, aircraft or watercraft;
   (f) earthquake, subterranean fire or volcanic eruption;
   (g) landslip or subsidence;
   (h) storm, tempest, flood, windstorm or cyclone;
   (i) water escaping, discharged or leaking from any source external to the plant and machinery insured;
   (j) theft or burglary;
   (k) intentional or malicious damage (including a cyber incident); or
   (l) the carrying out of tests involving abnormal stresses, including overloading of any insured items.
2. breakdown:
   (a) of electronic data unless:
      (i) you have electronic equipment insured under this section; and
      (ii) you have selected optional benefit 1. 'Restoration of data.'
   (b) caused by atmospheric conditions, moisture or changes in temperature unless directly resulting from damage to or malfunction of air conditioning equipment.
3. the cost of:
   (a) replacement of expendable items (such as batteries, belts, ribbons, toner, ink, filters, fuses and data storage discs and tapes which are not fixed internally in the electronic equipment) unless necessary as part of the rectification of the breakdown not otherwise excluded under this section;
   (b) replacement of component parts worn through normal use or operation unless necessary as part of the rectification of the breakdown not otherwise excluded under this section;
   (c) maintenance work;
   (d) alterations, overhauls, improvements or additions whether carried out in the course of repairs covered under this section or as a separate operation;
   (e) parts which are damaged gradually over time caused by wear, tear, gradual deterioration (including rust, corrosion, erosion, oxidation or scale formation);
   (f) replacement or repair of any parts which have suffered only scratching, scoring, cavitation or pitting of surfaces, unless the damage was caused by a breakdown;
   (g) temporary repairs unless they constitute part of the final repairs and do not increase the total repair costs;
   (h) any labour or parts you can recover under a maintenance agreement, warranty, guarantee or indemnity in your favour by the manufacturer of the relevant electronic equipment or any other person.
4. consequential loss, other than the insurance provided in optional benefits 1. 'Restoration of data' and 2. 'Increased cost of working' if selected by you and shown in your Policy Schedule.

Optional benefits applying to this section

If you select any of the following optional benefits an additional premium will apply. Your Policy Schedule shows the optional benefits you have selected.

1. **Restoration of data**

If your Policy Schedule shows that you have optional benefit 1. 'Restoration of data,' we will pay the cost to replace or reconstruct your electronic data that has been lost or damaged due to a breakdown.

We will pay up to the sum insured shown in your Policy Schedule, to:

(a) replace devices containing electronic data;

(b) replace software and programs; and

(c) reconstruct business information stored on your computer system at the time of the occurrence.

We will not pay for the cost to restore data that has not been backed up on an alternative device in the three months prior to the occurrence causing the loss of data.

2. **Increased cost of working**

If your Policy Schedule shows that you have optional benefit 2. 'Increased cost of working', we will pay any reasonable additional costs you incur:

(a) during the period of insurance or within 90 days after the period of insurance;

(b) to prevent a reduction in your turnover caused by a breakdown which occurs during the period of insurance.

We will pay up to the sum insured shown in your Policy Schedule.

We will not pay for additional costs incurred during the first 48 hours following breakdown.

Specific conditions applying to this section

1. **Follow manufacturer's instructions**

You must maintain, service and use the electronic equipment in accordance with the manufacturer's instructions. If you do not, we may reduce the amount we pay in the event of a claim.

2. **Inspection**

You will permit us or our representative at all reasonable times the right to inspect and examine any electronic equipment insured by this section.

Section 13 – Working dog

Words with special meaning

The words below have a special meaning in this section of your Policy.

Word or term	Meaning
Working dog	a dog you use for your farm business.

Method of settlement

We will pay you up to the sum insured shown in your Policy Schedule to replace your working dog.

Excess

For each occurrence which gives rise to a claim, we will deduct from your settlement an excess of $500 or as shown on your Policy Schedule for each working dog.

What we will pay for

We will pay for the theft or death (due to an accident or illness) of your working dog during the period of insurance.

We will also pay the reasonable cost incurred to:

1. prevent the death of your working dog following a life-threatening accident;
2. euthanise your working dog for humane reasons based on veterinary advice following a life-threatening accident; and
3. remove and dispose of your working dog's carcass following its death.

If we pay a claim for the total loss of your working dog (by way of theft or death) then all cover on your working dog ceases and you will not be entitled to any refund of premium.

What we will not pay for

We will not pay for:

1. the death of a working dog:
   (a) younger than one year;
   (b) older than 10 years;
   (c) resulting from neglect, overwork or abuse.
2. veterinary care unless it is included under 'What we will pay for'.

Section 14 – Equine

Words with special meaning

The words below have a special meaning in this section of your Policy.

Word or term	Meaning
Condition	any affliction that causes your horse discomfort, dysfunction, distress, including injuries, disabilities, disorders, syndromes, infections, isolated symptoms, deviant behaviours, and atypical variations of structure and function and/or death.
Clinical signs	changes in your horse's normal healthy state, condition or appearance or its bodily functions.
Dies or death	your horse that dies and includes humane destruction.
Foal	a horse up to one year of age.
Illness	any change to your horse's normal healthy physical state or appearance, sickness or disease first diagnosed during the period of insurance.
Injury	a physical injury resulting solely and directly from an accident, not any injury that happens over time or is of a gradual nature.
Loss	death from accident, illness, disease or, with our written consent, destruction for humane reasons where such reasons are certified by a vet.
Veterinarian / Vet	a registered, qualified veterinarian, specialist veterinarian, vet practice, clinic, hospital, centre including referral hospitals, licensed to practice in Australia, other than one who may be the insured.
Veterinary treatment	any examination, consultation, advice, tests, x-rays, legally prescribed medication, surgery and nursing required to treat an illness or injury that is provided by a veterinary practice or a vet nurse or another member of the vet practice, under the supervision of the vet, which is not routine or elective treatment.
Your horse	your horse(s) described in your Policy Schedule.

Excess

For each occurrence which gives rise to a claim, we will deduct from your settlement an excess of $500 per animal insured or as shown on your Policy Schedule in relation to that occurrence.

Cover

What we will pay for

We will pay the sum insured shown in your Policy Schedule, or the market value, whichever is the lesser, in the event of:

1. the death or humane destruction of your horse described in your Policy Schedule, if:
   (a) it results from injury or illness sustained or contracted during the period of insurance;
   (b) you notify us during the period of insurance; and
   (c) death or humane destruction occurs no later than 30 days after the expiry of the same period of insurance.
2. loss by theft or straying of your horse and your horse is not found within 90 days provided that:
   (a) as soon as possible after the theft or straying:
      (i) you notify the Police; and
      (ii) at your own expense, you advertise the loss of your horse.
   (b) if your horse is recovered and we have paid your claim, you must refund to us the amount paid as soon as practicable.
3. destruction of your horse while in transit, such destruction being carried out by or on the order of the responsible authority at the time and confirmed by a sworn statement that in their opinion your horse was so uncontrollable as to present an imminent threat or danger to the public.

Additional benefit

If we pay a claim for death, other than by accident we will also:

1. pay the cost to remove and dispose of your horse's body following death or euthanasia as a result of an injury that happens or an illness that first shows clinical signs during the period of insurance;
2. reimburse your post-mortem expenses up to $1,000.

Method of settlement

If anyone else has an interest in your horse, we may make payment to that other person to the extent of their interest. The discharge in respect of such payment will be full and final in respect of interests of all parties.

If we have settled your claim, we may deduct from the claim amount any amount due to us.

What we will not pay for

We will not pay for any loss caused or contributed to by:

1. intentional death, euthanasia caused or theft by you or persons who are:
   (a) members of your family;
   (b) living on your farm;
   (c) your employees; or
   (d) looking after your horse.
2. the use of your horse for any purpose other than that shown in your Policy Schedule;
3. your horse being a stallion if you:
   (a) turn it loose with mares or other animals; or
   (b) do not keep them in a stable, enclosed yard or paddock, when not in use or travelling.
4. any pre-existing conditions, meaning:
   (a) any condition(s) or symptoms or signs of that condition occurring or existing in any form prior to the Policy commencement date; or
   (b) any injury, illness or symptoms or signs of that injury or illness that occur or exist in any form during the 30 days from the inception date of the initial period of insurance, unless otherwise stated in your Policy Schedule.
   (This waiting period does not apply during a renewal period of this Policy).
5. improper use;
6. wilful neglect or unskilled treatment;
7. death or euthanasia of your horse more than 12 months after:
   (a) the date of the injury happening; or
   (b) the first clinical signs of the illness were noticed that led to the death or euthanasia.

8. a condition that:
   (a) becomes apparent within 30 days of inception of the Policy and receipt of the original veterinarian certificate; and
   (b) a veterinarian certifies, may have been concealed by the presence of non-steroid anti-inflammatory or analgesic medication,

   unless a blood test was carried out at inception and the results were negative for the medications above.

We will not cover you:

1. for veterinary expenses;
2. when your horse is not in Australia;
3. if your vet or our vet believes the illness or injury your horse is suffering can be treated;
4. if the death or euthanasia of your horse results from:
   (a) a vice or from your horse's behaviour;
   (b) complications during pregnancy or foaling; or
   (c) an injury or an illness while taking part in an activity not shown or covered in your Policy Schedule or covered in this section.
5. for any other financial loss, legal compensation, costs or expenses as a result of the death or euthanasia of your horse;
6. for the cost of a post-mortem examination, except under Additional Benefit reimbursement;
7. if the death or euthanasia of your horse results from an illness:
   (a) first showing clinical signs;
   (b) the same as, or with the same diagnosis or clinical signs as, an illness which first showed clinical signs; or
   (c) that is caused by, relates to or results from an injury, illness or clinical signs which first showed clinical signs:
      (i) within 30 days:
      - of your horse's cover starting; or
      - of the date of the Policy being endorsed to include any additional or replacement horse; or

      (ii) no matter where the injury, illness or clinical signs were noticed or happened on your horse's body.
8. if the euthanasia of your horse is carried out before you tell us about your or your vet's decision for euthanasia, unless your vet believes there was not time for you to tell us because your horse was in so much pain that it needed immediate euthanasia;
9. if your horse is euthanized unless the vet performing the service complies with the Equine Veterinarians Australia (EVA) guidelines.

Special conditions applying to this section

1. **Compliance with veterinary advice**

If your horse is ill or has an accident, you must:

(a) seek the advice of your veterinary surgeon as soon as practicable;
(b) notify us by telephone or email;
(c) follow the recommendations of the attending veterinary surgeon (or any second opinion) as to treatment, rest and rehabilitation; and
(d) forward a report by the attending veterinary surgeon on the condition of your horse as soon as possible.

You agree that any vet that holds information about your horse has your permission to release any information we ask for. If the vet makes a charge for this, you must pay the charge.

2. **Reasonable care**

You must:

(a) take proper care of your horse and take all reasonable steps to maintain your horse's health;
(b) arrange and pay for your horse to have a yearly dental examination and any veterinary treatment normally recommended by a vet to prevent injury or illness;
(c) arrange and pay for your horse to be kept vaccinated against tetanus, strangles and equine influenza and wormed as regularly as normally recommended by a vet. If you do not keep your horse vaccinated or wormed, we will not pay any claims that result from an illness that would not have occurred if your horse has been vaccinated and wormed;
(d) arrange for a vet to examine and treat your horse as soon as possible after it shows clinical signs of an injury or illness. If we ask, you must take your horse to a vet we choose.

3. **Reasonable precautions**

You must take all reasonable precautions to:

(a) prevent further disease, death, accident, injury or illness of your horse;
(b) preserve any evidence in connection with any claim; and
(c) as far as reasonably practicable, retain this evidence until we have had an opportunity to inspect it.

4. **Post mortem**

If you choose to have a post mortem conducted, this will be at your expense.

If we require you to, you will arrange a post mortem examination by a qualified veterinarian of any horse that dies from any cause other than an accident. If we require a post mortem by our veterinarian, it will be at our expense.

5. **Prompt notification**

You agree to report all claims to us as soon as possible or in any event, within 48 hours of you becoming aware of the death, accident, injury or illness. If you do not, we may reduce the amount of our payment, or not pay at all, if the delay:

(a) prevents us from investigating the:
   (i) cause; or
   (ii) amount of the claim;
(b) increases our costs to investigate the claim;
(c) increases the amount of the loss.

Section 15 – Tax audit

Words with special meaning

The words below have a special meaning in this section of your Policy.

Word or term	Meaning
Additional costs	(a) professional fees paid to accountants and solicitors who are not your employees; (b) fees charged to you for preparation of evidence by your financial service providers; (c) overtime you pay to your employees to prepare for or represent you in any audit or investigation; (d) travelling and accommodation expenses you or your employees incur in relation to an audit or investigation.

What we will pay for

We will pay for any reasonable additional costs you incur following notice of an audit or investigation by a federal or state Commissioner of Taxation relating to your liability to pay:

1. income tax;
2. fringe benefits tax;
3. capital gains tax;
4. GST; or
5. payroll tax.

We will not pay you more than the sum insured shown in your Policy Schedule during the period of insurance.

Excesses

In the event of a claim under this section, you must pay the excess shown in your Policy Schedule.

What we will not pay for

1. We will not pay for any liability, court costs, fines, penalties, tax, penalty tax or interest.
2. We will not pay for additional costs incurred:
   (a) from audits or investigations you knew about before the period of insurance;
   (b) after the audit or investigation ends; or
   (c) six months or more after you were first notified of the audit or investigation.
3. We will not pay for additional costs incurred:
   (a) because you refuse or fail to comply with any lawful request by a state or federal Commissioner of Taxation to produce documents or supply information;
   (b) from audits or investigations:
      (i) under customs legislation; or
      (ii) relating to income received or earned outside Australia; or
   (c) as a result of any fraudulent act or omission committed by you or on your behalf.

Special conditions applying to this section

1. **Errors**

If you or any person acting on your behalf becomes aware of any error in any return of income or other documents supplied to a state or federal Commissioner of Taxation, you must notify the Commissioner of Taxation without any unreasonable delay.

If not, we may refuse to pay all or part of your claim.

2. **Tax returns**

You must submit all returns and documents within the time limits prescribed by all relevant statutes, regulations and as lawfully required by a Commissioner of Taxation.

If you do not submit your returns on time, we may refuse to pay all or part of your claim.

3. **Income disclosure**

You must make full and complete disclosure of all income, turnover and expenses any tax legislation requires. If you do not, and the incomplete disclosure was made to avoid payment of tax, we will not pay your claim.

4. **Claims**

If you have a claim under this section you must:

(a) keep us fully informed of all matters in relation to your claim;
(b) send us copies of all correspondence in relation to your claim as soon as possible after receiving them;
(c) instruct your accountants and solicitors to provide us with all relevant documents and information in relation to your claim; and
(d) permit us when necessary to instruct your accountants and solicitors in matters relating to your claim.

The cost of these instructions form part of your claim.

This does not mean we will take over or represent you in the audit or investigation.

General exclusions

These general exclusions apply to all sections of this Policy.

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. war, invasion, acts of foreign enemies, hostilities or war- like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act(s) of Terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion. For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day 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) of the day or de facto, and which:
   (a) involves violence against one or more persons;
   (b) involves damage to property;
   (c) endangers life other than that of the person committing the action;
   (d) creates a risk to health or safety of the public or a section of the public; or
   (e) is designed to interfere with or to disrupt an electronic system.
3. radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

4. **Intentional damage**

   This Policy excludes damage or liability intentionally caused or incurred by:
   (a) you;
   (b) a member of your family; or
   (c) a person acting with your express or implied consent or that of a member of your family.

5. **Cyber Risk**

   This Policy does not provide cover for any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any cyber incident.

   However, we will provide cover for physical loss or damage to property insured, directly occasioned by a cyber incident as provided under Section 1 'Home', Section 2 "Private Motor', Section 5 'Farm Property and Section 7 'Farm Vehicle'.'

6. **Admitted insurance**

   This Policy excludes claims made or actions instituted in any place outside Australia that require insurance to be issued or secured with an insurer or organisation licensed in that Country, State or Territory to grant such insurance.

7. **Sanctions limitation and exclusion**

   We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose us to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

8. **Laws impacting cover**

   We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is unlawful for us to do so.

Liability exclusions

This Policy does not cover loss arising from any claim against you arising out of:

1. **Asbestos**
   (a) the inhalation of asbestos fibre(s);
   (b) any illness, injury or disease caused or contributed to by exposure to asbestos; or
   (c) damage to or loss of use or reduction in value of property due to the presence of asbestos.
2. **Aircraft**
   (a) ownership, possession, maintenance, repair, operation or use of an aircraft by you or on your behalf; or
   (b) any of your products which are incorporated into the structure, machinery or instruments of any aircraft.
3. **Pollution**
   (a) the discharge, dispersal, release or escape of pollutants;

   This exclusion 3. a. does not apply in the event of a sudden happening which is unintended and takes place entirely at one specific location within Australia.

   (b) any enforcement action or proceeding in respect of a pollutant and the cost of removing, nullifying, cleaning up, testing, monitoring, treatment, neutralising or detoxification of pollutants.
4. **Atomic energy**
   (a) the use of nuclear reactors including atomic piles, particle accelerators or generators or similar devices;
   (b) the mining, use, storage, handling or transportation of radioactive materials;
   (c) the use, storage, handling or transportation of any weapon of war or explosive device that uses nuclear fission, fusion or radioactive materials;
   (d) any other operation or process that uses nuclear fission, fusion or radioactive materials; or
   (e) any product that contains or uses nuclear fission, fusion or radioactive materials.

   This exclusion does not apply to legal liability for personal injury or property damage covered under Sections 1, 2, 3 and 4 of this Policy, arising from radio isotopes or radium compounds when used incidentally in the ordinary course of your farm business.
5. **Internet operations**

   Internet operations means:
   (a) you, your employees or any person who has your permission:
      (i) using electronic mail systems;
      (ii) accessing the internet through your network.
   (b) access to your intranet (meaning internal company information and computing resources) which is made available through the internet for your customers or others outside your organisation; and
   (c) the operation and maintenance of your website.

6. **Penalties**

   (a) for fines, penalties, or cost of actions imposed on you due to the application of government legislation or order of a court of law;

   (b) for punitive, exemplary, or aggravated damages; or

   (c) for any additional damages resulting from the multiplication of compensatory damages against you.

7. **Watercraft**

   (a) the use, ownership, possession, manufacture, repair of any watercraft longer than eight metres; or

   (b) the fitting, installing or repair of any equipment on or belonging to any watercraft longer than eight metres.

General conditions

There are conditions set out:

- in this General conditions section;
- in the Claims section; and
- under each particular cover and section.

If any of these conditions aren't met:

- we may refuse a claim;
- we may reduce the amount we pay; or
- in some circumstances, we may cancel your Policy.

When making a claim, you must meet and then continue to comply with the conditions of your Policy. Anyone covered by your Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- refuse to pay your claim or reduce what we pay for your claim; and/or
- cancel your Policy.

Assistance and co-operation

At all times when you deal with us you must:

- provide us with all reasonable assistance we may need;
- be truthful and frank;
- not behave in a way that's abusive, dangerous, hostile, improper or threatening;
- co-operate fully with us, even after we've paid a claim.

Alteration

We do not cover loss, damage or liability caused or contributed to by any change to the information you disclosed at the commencement or renewal of this Policy about:

1. the nature or type of your farm business;
2. any other changes in circumstances that affect the property insured that increases the risk of damage or the likelihood of liability losses.

However, we may agree in writing to cover these changes if:

(a) you tell us about the change;

(b) the changed risk is acceptable under our underwriting rules; and

(c) you agree to pay any increased premium we ask for to reflect any increased risk of damage or liability losses.

If the change does not meet our underwriting rules, we may choose not to cover the change in your business. If this is the case we may:

- cancel your cover under a particular section of the Policy and return any unused premium to you;
- cancel your Policy and refund the unused portion of the premium to you.

Change in the ownership of your business

We will not cover loss, damage, or liability caused or contributed to by, any alteration after the commencement of this Policy where:

1. your interest ceases by will or operation of law;
2. the farm business is wound up, carried on by an insolvency practitioner or permanently discontinued.

If you alter the risk in any of these ways, we may cancel your Policy.

Automatic reinstatement

After we have admitted liability for loss or damage, we automatically reinstate the sum insured to the amount shown in your Policy Schedule at the time of loss unless:

1. the claim is for the total loss of a risk or item listed on your Policy Schedule;
2. the claims are for products liability under Section 8;
3. you request otherwise;
4. we tell you otherwise; or
5. we state otherwise in the relevant section.

If we request an additional premium, you must pay it to us or the cover will be reduced by the amount of the claim settlement.

Care and maintenance

We won't pay for loss, damage, liability or injury contributed to by your failure to take reasonable care to:

- protect and maintain the insured property;
- prevent damage or injury to others or their property;
- minimise the cost of any claim under this Policy; or
- comply with all statutory obligations and by-laws or regulations relating to the safety of person or property.

Changes to your circumstances

You must tell us as soon as reasonably possible if any of the information in your Policy Schedule is incorrect or has changed.

Depending on your cover, examples include:

Section of Policy	Examples
General changes affecting cover	• you want to increase your sum(s) insured; • your home or your farm is left vacant or unoccupied for a period exceeding 100 days; • your home or your farm building(s) falls into a state of disrepair; • your home or your farm is opened up to the public for an exhibition or event (including if it is not for reward).
Section 1: Home	• you are no longer the owner occupier of the home, because you now let the home to tenants or use the home as a holiday home; • you are planning or undertaking construction work including renovations, alterations, additions or repairs at the address; • you add or change mortgage lenders; • you start operating a business or generating a regular income from your home, other than a home office or surgery.
Section 2: Private motor	• you modify or replace your vehicle; • there is any change to the use of your vehicle(s); • there is change to where your vehicle(s) are stored; • the main driver of your vehicle changes.
Section 3: Boat	• you modify or replace your boat; • the main driver or other navigators using your boat changes.

Section of Policy	Examples
Section 5: Farm property	• you are planning or undertaking construction work including renovations, alterations, additions or repairs at the address; • you add or change mortgage lenders.
Section: 7 Farm vehicle	• you modify or replace your vehicle; • there is any change to the use of your vehicle(s); • there is change to where your vehicle(s) are stored; • the main driver of your vehicle changes.
Section 8: Farm liability	• any changes in the information you gave us when you took out or renewed your Policy that could increase the risk of personal injury or property damage.
Section 14: Equine	• the riding activities of your horse change.

When you tell us of any changes to your Policy, we will issue you with a revised Policy Schedule and we may ask you to pay additional premium.

If you fail to tell us of all changes, your Policy may not provide the cover you need and we might not pay part or all of a claim.

Other interests

You must tell us of the interest of all parties (e.g. financiers, lessors or owners) your Policy will cover. We'll protect their interests only if you've told us about them and we've noted them on your Policy Schedule.

You must not transfer any interests in your Policy without our written consent, which will not be unreasonably withheld.

Any person whose interests you've told us about and we've noted on your Policy Schedule is bound by the terms of your Policy in relation to any claim they make.

If you have used all or part of your home or contents as security for a loan from a lender, we may pay the lender all or part of the payment made when settling your claim. For more information, see 'Lender's rights.'

Your obligations

You must:

1. maintain all property, fittings, appliances and equipment in sound condition;
2. obtain certificates of inspection for all equipment required by any statute or regulation to be so certified.

Claims

This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

Please contact your financial services provider to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where you have advised us beforehand and we have accepted your claim.

What you must do

You must follow these procedures if something happens which causes loss or damage or injury which may lead to a claim. If you do not, we may refuse your claim or reduce the amount we pay you.

1. **When loss or damage occurs**

You must:

(a) take all reasonable steps to reduce the loss or damage and to prevent further damage;

(b) make a full report to the Police as soon as practicable and provide details of the report to us if:

(i) you know or suspect that property has been stolen;

(ii) someone has broken into your premises; or

(iii) someone has caused malicious damage to your property.

We may need the police report number to process your claim or our recovery action if there is a third party who is liable for your loss.

(c) not make any admission of liability, offer, promise or payment in connection with any event;

(d) promptly inform us by telephone or in person;

(e) preserve any damaged property and make it available for inspection by our representative or agent (including a loss adjuster); and

(f) not authorise the repair or replacement of anything without our agreement apart from essential emergency repairs.

2. **If you want to make a claim**

You must:

(a) fill in our claim form if we require you to do so;

(b) return it to us within 30 days of the event that gave rise to the claim;

(c) give us all the information and documentation which we request. If we ask for it, you must provide us with a statutory declaration verifying the truth of your claim and any matters connected with it; and

(d) send us any court document or other communication you receive about the claim as soon as possible. Do not take any action yourself or ask anyone else to do so on your behalf;

(e) give us access to your property at the address; and

(f) make insured property available to us for inspection.

3. **Proceedings and negotiations**

(a) We control all claims. We will update you on the progress of proceedings if you ask us to.

(b) You must give us any reasonable information and assistance we may need:

(i) to settle or defend claims; or

(ii) to recover from others any amount we have paid for a claim.

(c) You must allow us to:

(i) make admissions, settle or defend claims on your behalf; and

(ii) take legal action in your name against another person to recover any payment we have made on a claim.

4. **Discharge of our liabilities**

We may at any time discharge our total liability to you for all claims against you which arise out of one occurrence or a series of occurrences by paying to you (or on your behalf) the lower of:

(a) the sum insured; or

(b) the total amount for which the claims can be settled.

In addition to such payment, we will also pay your charges, expenses and defence costs for the defence or negotiation of the settlement of the claims incurred up to the date of our payment if we have agreed previously in writing to pay such charges, expenses and defence costs.

Once we have made payment to discharge our liability as stated above:

(a) we will hand the conduct and control of the claims to you;

(b) we will not be liable to pay any further amounts; and

(c) we remain entitled to exercise our subrogation rights as outlined in the general conditions of this Policy.

The sum for which the claim or claims can be settled is either:

(a) the amount for which the claimants offer to settle all claim or claims; or

(b) the amount assessed by a Senior Counsel, taking into account:

(i) the economics of the matter;

(ii) the damages and costs which the claimants are likely recover by;

(iii) the likely defence costs; and

(iv) your prospects of successfully defending the claim.

If you and we cannot agree on the Senior Counsel, we will ask the President of the Bar Association in the relevant State or Territory to nominate one.

We will include the cost of the Senior Counsel's opinion in your defence costs.

5. **Limits and excess**

(a) We will not pay more than the sum insured for any claim, other than:

(i) benefits identified as payable in addition to the sum insured; or

(ii) legal costs or expenses in relation to a claim we agree in writing to pay.

(b) You must pay the amount of any excess(es) shown in this Policy or on your Policy Schedule for each claim you make. We may request payment of your excess(es) when you lodge your claim or we may deduct it from our payment to you. We will discuss these options with you.

(c) If you suffer damage which leads to a claim under more than one section of this Policy arising from the one event, we'll only ask for the highest of the total excess(es) applicable to each section, except for claims under the following sections:

(i) Private motor vehicle;

(ii) Boat;

(iii) Farm vehicle; and

(iv) Equine.

If you suffer damage which leads to a claim under more than one of the above four sections of this Policy arising from the one event, you will have to pay the applicable excess(es) in respect of each section.

Contribution and other insurance

When making a claim, you must notify us of any other insurance that you're aware will or may, whether in whole or in part, cover any loss insured under your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to you or any other person) which covers the same loss, damage or liability, you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

Policy comes to an end following a total loss

If your home, contents, motor vehicle, boat, or farm property is assessed as a total loss and we agree to pay your claim, then:

1. Insurance for the lost or damaged items ends. You will not be able to make any further claim under this Policy in relation to the items.
2. If the premium has been paid in full for the period of insurance, we won't refund any premium in relation to the items.
3. If the premium is paid by instalments, we will deduct the balance of the unpaid premium or instalments of premium in relation to the items from any claim.

Preventing our right of recovery

If you've agreed with or told someone who caused you loss, damage or liability covered by your Policy that you won't hold them responsible then, to the extent we've been prejudiced by this act, we won't cover you for that loss, damage or liability.

Providing proof or evidence

You must be able to demonstrate that you've suffered a loss your Policy covers for your claim to be accepted. We may ask you for this information if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep receipts of purchase or proof of the value of all property this Policy insures.

Salvage

We may keep any items or materials salvaged or recovered after we replace or pay to replace them. We may sell these items or materials and keep the proceeds.

If we don't take possession of the damaged property, you remain responsible for its disposal.

Subrogation

We may, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under your Policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

Recovery action and uninsured loss

If you suffer loss as a result of the incident that your Policy doesn't cover, we may offer to attempt to recover this. You may also specifically ask us to recover this for you. You'll need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action, we'll also ask you to agree to the basis on which we'll handle your recovery action. You may need to contribute to legal costs in some circumstances. We will agree this with you before incurring these costs.

Goods and Services Tax

All amounts in your Policy include GST, unless we say otherwise. There may be other taxation implications for you, depending on your circumstances. We recommend you seek professional tax advice.

Your GST status affects the amount we pay for claims. We will reduce your claim settlement to allow for any Input Tax Credit (ITC) entitlement for replacement goods or services. This is regardless of whether you replace those goods or services.

If you're a business you must tell us if you're registered, or need to register, for GST. If you are registered, or if you need to register, you need to tell us:

- your ABN if you have one;
- the percentage of any Input Tax Credit (ITC) you were entitled to claim on your premium (ITCE);
- any entitlement you may have to claim a GST credit on any goods or services you may buy to satisfy your claim (ITC or ITCE).

GST included in your Excess

When you pay an excess to a supplier or repairer, they will give you a tax invoice for your payment detailing the GST you may be entitled to claim. If you pay us the excess, you can't claim any GST credit on your payment.

GST on payments we make

The amount we pay you or a third party is below:

If the payment is to:	then:
the supplier of goods or services	we will pay the GST inclusive amount.
you, and: • you aren't registered for GST • you are registered for GST and you have a 100% ITC • you are registered for GST and you have a partial ITC entitlement	• we'll pay the GST inclusive amount; • we'll pay the GST exclusive amount; • we'll reduce the payment by the percentage of ITC you would have been entitled to had you bought the replacement goods or services (regardless of whether you choose to use the cash settlement to buy replacement goods or services).
your finance company	we'll treat the payment the same way we treat a payment to you. So, we pay no more than the amount we would pay you.
to a third party (other than a supplier of goods and services) who: • isn't registered (and doesn't need to be) for GST • is registered for GST and has a 100% ITC • is registered for GST and has a partial ITC	• we'll pay the GST inclusive amount; • we'll pay the GST exclusive amount; • we'll reduce the payment by the percentage of ITC the third party would have been entitled to had they bought the replacement goods or services (regardless of whether you choose to use the cash settlement to buy replacement goods or services).

Other terms

These other terms apply to how your Policy operates.

Cancelling your Policy

You can cancel your Policy at any time by telling us.

We can cancel your Policy as permitted by law, for example if you do not pay us your premium or if you told us something that you knew to be incorrect or untrue during your application for cover. We can also cancel your Policy if your circumstances change and no longer fall within our underwriting rules. See 'Changes to your circumstances'.

If you've paid your premium in advance and your Policy is cancelled, we'll refund you the proportion of the premium for the remaining period of insurance, less any non-refundable government fees, duties or charges. But see 'Cooling-off period' where you may be entitled to a full refund.

If you make a fraudulent claim on your Policy, we can cancel it and we won't provide any refund.

Changing your Policy

Changes to this Policy only become effective when we agree to them and send you a new Policy Schedule detailing the change.

When there is more than one insured

When there is more than one insured on your policy, we may treat what any one of them says or does in relation to your policy or any claim under it, as said or done by each of the insureds. We may rely on a request from one insured to change or cancel your policy or tell us where a claim payment should be paid. Where a payment is made to one insured under this policy, we have no further obligations to any other insured regarding that payment.

Jurisdiction

This Policy will be governed by the laws of the Australian State or Territory in which your registered address is located. You agree to submit the non-exclusive jurisdiction of the courts of that State or Territory.

Sending you documents

Documents relating to your insurance policy will be sent by post or email. Where you have been given the choice, they will be sent by your chosen delivery method and you can change your preference at any time.

It is your responsibility to make sure your contact details are current (including telephone number, email and mailing address where relevant) and you must update these as soon as they change.

References to legislation

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

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