

Easyfarm Insurance

Product Disclosure Statement and Policy Booklet



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PRODUCT DISCLOSURE STATEMENT (PDS)

WHAT IS A PRODUCT DISCLOSURE STATEMENT?

This Product Disclosure Statement (PDS) is designed to help you understand the key features of two of the 5 covers available within the EasyFarm Policy. They are the Domestic House and Contents cover and Motor Vehicles cover for which we are required by legislation to provide a PDS. Limited cover for motor vehicles can also be provided under the Fire and Other Defined Events cover in the policy and the PDS gives a summary of this limited cover. If you have any questions or require explanation about any of the other covers contained within the Policy, please don't hesitate to contact us.

This PDS is a summary only of the cover available under the EasyFarm Policy for Domestic House and Contents and Motor Vehicles. For full details of the benefits, limitations, exclusions and options under these covers (and the other covers in the policy) refer to the policy part of this booklet and your Certificate of Insurance.

Your Easy Farm Insurance PDS booklet contains your policy terms and conditions or policy wording in a separate section or part, or under a separate heading. The policy terms and conditions or policy wording in your PDS booklet also applies to the Personal Accident and Illness cover, Motor Vehicle cover, and Domestic House and Contents cover and form part of the PDS.

A Supplementary Product Disclosure Statement (SPDS) can amend your PDS.

Choosing the type of insurance

You need to consider the type of insurance cover that suits your needs. You may choose all or only some of the 5 forms of cover in the EasyFarm Policy.

The significant features and benefits of the Domestic House and Contents cover and Motor Vehicles cover of the EasyFarm Policy are summarised below.

DOMESTIC HOUSE AND CONTENTS COVER (Section 4 of the policy part of this booklet)

This section provides cover for loss or damage caused by fire, storm, burglary and the other defined events listed in Section 4.2 of the policy part of this booklet to the -

- residential home building, and
- contents of the home building.

You can choose cover for only the home building, only the contents, or both the home building and contents.

What cover is available for Home Buildings?

If you choose to insure the home building, we will provide cover for damage to your home building due to the defined events on a new for old replacement basis.

Additional benefits to the home building insurance include -

- professional fees for architects, consultants and surveyors required in relation to the repair or replacement of the home building, and
- emergency accommodation or loss of rent cover for up to 12 months.

Are there any optional covers available for the Home Building?

Yes. For an additional premium, optional cover is available for the Home Building for accidental damage.

For full details of the Optional Cover see Section 4.7 of the policy part of this booklet.

What is meant by Contents?

Contents includes most items in an ordinary house including clothing, electrical goods, furniture and other household goods. The items must be owned by you or by a member of your family who normally lives with you.

What cover is available for Contents?

If you choose to insure the contents of your home we will provide cover for damage due to a defined event to your contents while in your home on a new for old replacement basis.

Additional benefits to the contents insurance include -

- \$1,000 for the cost of replacing refrigerated food spoiled as a result of mechanical or electrical breakdown of the fridge or freezer
- \$1,000 cover for unauthorised use of a credit card
- \$2,000 cover for your children's contents whilst in their living quarters in a residential area of a boarding school, college or university, and
- emergency accommodation or loss of rent for up to 12 months.

There are some limits on the amount that can be claimed for some contents items, including -

- up to \$1,000 for storm damage to or theft of contents in the open air
- up to \$500 for money, bullion or negotiable instruments
- up to \$1,000 for equipment and tools at the premises, used in a business other than one carried on in the home building
- up to \$1,000 per item or \$5,000 in total for pictures, works of art, curios, documents, furs, musical instruments, watches, jewellery, unset precious stones, gold or silver articles, or coin, stamp or other collections of any kind (unless you tell us the value of the item and we agree to insure the item as specified contents), and
- up to \$2,500 for audio and video recordings, including CDs, DVDs or laser discs (unless you tell us the value of the recordings and we agree to insure the recordings as specified contents).

For full details of the limitations and additional benefits see Sections 4.3 and 4.4 of the policy part of this booklet.

Are there any optional covers available for Contents?

Yes. For an additional premium, a number of optional covers are available for your contents, including -

- accidental damage cover
- unspecified personal property cover which insures certain items belonging to you or a family member such as jewellery, photographic equipment, video and audio equipment for loss or damage occurring anywhere in Australia. Cover is provided for \$4,000 in total with a limit of \$1,000 per item, and
- specified personal property cover which insures specific items of contents you tell us about for loss occurring anywhere in Australia. You will need to give us information about the item and its replacement value.

For full details of the Optional Covers see Section 4.7 of the policy part of this booklet.

Restrictions and limits on the cover

In a number of circumstances, there are restrictions and limits on the cover. This means there will either be no insurance provided or the amount we will pay you may be limited.

Examples of circumstances where no insurance is provided include damage due to -

- water entering any opening in the home building not made by a storm
- the escape of water from any shower recess or alcove
- erosion, landslide, subsidence, or any earth movement
- theft or malicious damage by any person lawfully on the premises
- wear and tear
- alterations or repairs to the home building greater than \$20,000 at commencement, or
- flood.

We won't cover you for any damage above the amount of insurance you have selected or that is detailed in the policy part of this booklet.

No cover is provided for legal liability under Section 4 Domestic House and Contents as cover is available under Section 3 Broadform Liability.

Full details of the exclusions appear in Sections 4.2 and 4.5 of the policy part of this booklet.

For full details of the terms, conditions, restrictions and limits of the Domestic House and Contents cover, see Section 4 of the policy part of this booklet.

MOTOR VEHICLES COVER (Section 5 of the policy part of this booklet)

Depending on which options you choose, the Motor Vehicles section covers your nominated vehicles for loss or damage caused by an accident, by fire or through theft. There is also cover for your legal liability to a third party for property damage and in some cases personal injury.

What cover is available?

You can choose to insure -

- business and private sedans, station wagons, vans, utilities, trucks, trailers, tractors and other vehicles, and
- more than one vehicle. The cover chosen can differ for each of the vehicles insured.

There is a choice of cover available for each vehicle, including -

- Comprehensive cover (this includes cover for damage to the nominated vehicle as a result of an accident, by fire, or if the vehicle is stolen. It also includes \$20 million legal liability cover where the nominated vehicle causes damage to someone else's property and you are, or the authorised driver is, at fault), or
- Third party liability only cover (this includes cover of up to \$20 million for where the nominated vehicle causes damage to someone else's property and in some cases personal injury. It does not provide cover for damage to the nominated vehicle).

A sedan, station wagon, van or utility with less than 2 tonnes carrying capacity is covered for a value agreed between you and us (agreed value). Other vehicles are covered for their value as assessed by us at the time of the incident resulting in a claim (market value).

Are there any additional benefits?

If you choose **comprehensive** cover, the additional benefits you will receive include -

- No Blame Bonus Concession – this protects the no claim bonus on the insured vehicle where the vehicle is involved in an accident and another person is entirely at fault for the accident and you can identify that person.
- No Fault Excess claim for a sedan, station wagon, van or utility with less than 2 tonnes carrying capacity. You will not be required to pay an excess where the insured vehicle is involved in an accident and the driver of the other vehicle is entirely at fault and you can identify that person.
- No Claim Bonus protection for a sedan, station wagon, van or utility with less than 2 tonnes carrying capacity where the vehicle is on the maximum no claim bonus (60%) and is covered for accident, fire and theft. With this cover you can make one claim each period of the cover without losing the maximum no claim bonus on the vehicle.

If you have **third party liability** cover, you will receive -

- up to \$25 000 cover for all claims arising out of any accident involving the commercial transportation of hazardous goods, and
- up to \$5,000 cover for the removal and disposal of any debris falling or spilling from the insured vehicle as a result of an accident.

Restrictions and limits on the cover

In a number of circumstances, there are restrictions and limits on the cover. This means there will either be no insurance provided or the amount we will pay you may be limited.

Some examples of circumstances where no insurance is provided, include when -

- the driver of the vehicle is affected by drugs or alcohol
- the vehicle is in an unroadworthy condition, or
- the driver of the vehicle is unlicensed.

Further examples where no insurance is provided include -

- repair of wear and tear damage to the vehicle
- any loss due to you not being able to use the vehicle, or
- replacement of keys or locks if keys to the vehicle are stolen or missing.

Examples of where no third party liability insurance is provided include -

- where the vehicle is unregistered or unlicensed
- where your liability is to a family member, person ordinarily residing with you or an employee, or
- any liability in respect of which you are, or anyone else is, required by law to have another policy of insurance.

For example where you are required to have compulsory third party insurance.

We won't cover you for any damage above the amount of insurance you have selected.

Full details of the exclusions appear in Sections 5.2 and 5.5 of the policy part of this booklet.

For full details of the terms, conditions, restrictions and limits of the Motor Vehicles cover see Section 5 of the policy part of this booklet.

Other Cover for Motor Vehicles

Under the EasyFarm Policy a limited cover for motor vehicles (including motorcycles) can be provided under the Fire and Other Defined Events Cover (Section 1 of the policy part of this booklet) if the vehicle is used as a Mobile Agricultural Machine.

This cover is only available if the motor vehicle is not licensed or registered for use on a road.

The cover is limited in that it is provided only for damage to the motor vehicle due to one of the defined events listed in the policy including fire and storm damage. No cover is provided for damage to the vehicle in an accident (apart from the defined events) or for any liability for damage to someone else's property or personal injury arising from the use of the vehicle.

For full details of the terms, conditions, restrictions and limits of the cover for motor vehicles under the Fire and Other Defined Events Cover see Section 1 of the policy part of this booklet.

GENERAL MATTERS

Information you need to provide

When you apply for insurance you will need to give us information about you and your circumstances. We need this to decide whether to enter into an insurance contract with you and, if so, on what terms. The type of information we require depends on which sections of insurance cover you want to take out.

Any personal information you give us will be treated in accordance with the Privacy Act. For further information on privacy and your personal information refer to the Important Information section of your written Quotation, Cover Note or Certificate of Insurance.

Your Disclosure Obligations

When you take out insurance with us you have a duty to tell us of everything that you know, or could reasonably be expected to know, is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

You have the same legal duty to inform us of those things before you renew, extend, vary, or reinstate your contract of general insurance.

Your duty however **does not** require disclosure of things that -

- reduce the risk
- are common knowledge
- we know or, in the ordinary course of our business, ought to know, or
- we have indicated we do not want to know.

If you do not comply with your Disclosure obligations, we may be entitled to

- reduce our liability for any claim
- cancel the contract, or
- avoid the contract from its beginning, if your non-disclosure was fraudulent.

What makes up your contract?

When we accept your application, or renew your insurance, or if your insurance is amended, your insurance contract is made up of the following two documents -

- the wording of the policy part of this booklet which applies to the type of cover you have selected, and
- your Certificate of Insurance, which shows the type of cover you have, any change or addition to that cover as well as other information specific to your contract of insurance.

We recommend that you read this booklet and your Certificate of Insurance carefully and keep it with your important papers.

How much should I insure my property for?

Where cover is on a new for old basis the sum insured you choose should reflect the full new replacement cost of the property including an allowance for professional fees and removal of debris. Where cover is on a market value basis, the sum insured you choose should reflect the market value of the property at the time of taking out the policy. This should include an amount for GST. Insuring for less than these amounts may affect the amount that we will pay in settling a claim.

The Domestic House and Contents cover (as well as some of the other covers in the EasyFarm Policy) has an underinsurance clause. This means that if your selected sum insured is less than 80% of the replacement (new) cost of your house and/or contents at the time the insurance cover was taken out, renewed, extended or changed, the amount you will receive for any claim will be reduced. The amount of your claim payment will be determined in accordance with the formula in Section 4.3(16).

PRODUCT DISCLOSURE STATEMENT (PDS) (CONTINUED)

Are there any excesses payable?

If you make a claim under the policy you may have to contribute some money towards the cost of the claim. The amount of any excess and when it applies is detailed in the policy part of this booklet or your written quotation, cover note or certificate of insurance.

When making a claim you may be required to pay one excess or more.

Cost of the policy

The cost of the policy, or premium, is made up of the amount that we charge you for the cover plus any statutory charges such as GST and stamp duty. The details of these costs will be on your written quotation, cover note or certificate of insurance.

You can choose to pay your premium up-front annually or by direct debit on a monthly basis. We may also allow you to pay on a quarterly or half year basis. To reward you for paying up-front annually, the cost of the policy will be less than if you pay by monthly instalments. This is because the monthly instalments include an administration charge for processing the payments.

If you choose to pay by monthly direct debits, you must ensure that your payments are made each month. If a payment is unpaid for 14 days we may refuse to pay any claim under the policy. If one instalment is outstanding for one month or more, we may elect to cancel your policy.

If you request an amendment to the cover during the policy period, you will be informed of the cost (if any) of making the amendment.

Is there a cooling off period?

There is a 21 day cooling off period. If you're not completely satisfied with your policy, you can cancel it in writing within 21 days of the issue date and receive a full refund. This will not apply if you make a claim for any incident within the 21 day period.

WHO CAN I TALK TO IF I HAVE QUESTIONS, CONCERNS OR A COMPLAINT?

Step 1 - Talk to our staff first

If they are unable to resolve the matter for you, they will refer the matter to a manager.

Step 2 - Contact Customer Relations

If the matter cannot be resolved we can put you in contact with our Customer Relations Department.

Step 3 - Seek an external review of the decision

Customer Relations can advise you of the various external bodies available to you if the matter cannot be satisfactorily resolved internally.

MOTOR VEHICLE INSURANCE AND REPAIR INDUSTRY CODE OF CONDUCT

We support the Motor Insurance and Repair Industry Code of Conduct and are committed to continually reviewing our operations to ensure compliance.

Where we elect to repair a Vehicle through one of our suggested repairers, we may approve the use of non-mechanical reusable parts or *non-genuine parts which -

- Are consistent with the age and condition of the Vehicle;
- Do not affect the safety or the structural integrity of the Vehicle;
- Comply with the Vehicle manufacturer's specifications and applicable Australian Design Rules;
- Do not adversely affect the post-repair appearance of the Vehicle; and
- Do not void or affect the warranty provided by the Vehicle manufacturer.

In repairing your Vehicle, we may arrange for the repair to be carried out by a specialist service provider, for example windscreen repairs.

We offer a guarantee on the workmanship of repairs authorised by us. This guarantee is for the life of the Vehicle and is in addition to any statutory rights and warranties you may be entitled to. We will arrange for the repairs by us to be rectified at no cost to you if we agree that the repairs are defective. Before we can arrange for the defective repairs to be rectified, you must allow us to inspect the Vehicle. Wear and tear is not covered by this guarantee.

* Non-genuine parts are those parts not manufactured by a supplier to the original manufacturer of this Vehicle.

ABOUT THE EASYFARM POLICY

This policy document has been designed to meet the insurance needs of a wide range of horticultural and farming businesses as well as hobby farms and rural properties.

The policy document comprises 5 different areas of insurance cover, set out in Sections, which your business may require. You must insure under Section 3 and either Section 1 or 4. You should carefully read all the Sections and select those, which you believe will best suit your needs. If you are uncertain of any aspect, please do not hesitate to contact us.

We only insure you for those Sections specified in the Certificate of Insurance.

IMPORTANT INFORMATION

RENEWAL PROCEDURE

Before your policy expires each year **we will** normally offer renewal by forwarding a notice advising the terms on which we are prepared to renew and the Premium payable.

CLAIM PROCEDURES

- (a) **If you believe you may have a claim** it is important that you carefully read and follow the general claims procedures set out in Section 7 (1) and the specific claims procedures for Broadform Liability in Section 3.6.
- (b) In summary you should -
- (i) immediately **contact the Police** in the event of burglary or if your Property is lost, stolen, or maliciously damaged;
 - (ii) take all reasonable steps to **prevent or minimise any further loss**, damage, or liability; and
 - (iii) **advise us** as soon as possible, providing full details of the facts and circumstances of the loss, damage, injuries, illness, or claim against you.

AGREEMENT

| | |
|--|---|
| <p>(1) Our agreement with you</p> | <p>(a) As you have paid, or agreed to pay us the Premium, we will insure you in accordance with the Sections specified in the Certificate of Insurance.</p> <p>(b) The insurance we provide in each Section is subject to the terms, Specific Conditions, Specific Exclusions, and limits set out in that Section as well as the General Exclusions in Section 6, the General Conditions in Section 7, and any endorsements shown on the Certificate of Insurance.</p> <p>(c) You, or any other person insured under this policy, must comply with all such terms, conditions, and endorsements, otherwise you may not be able to claim under this policy.</p> |
|--|---|

GENERAL DEFINITIONS

The intended meaning of some of the important words used throughout this policy are shown in the following table. At the beginning of each Section of this policy you will find further important definitions applicable only in that Section.

| Word | Meaning |
|----------------------------|--|
| “Aircraft” | Any vessel, craft, aerial device, or thing designed to fly in, or through, the atmosphere or space, including air cushion vehicles. |
| “Business” | Your - (a) horticultural, farming, or accommodation business; or (b) hobby farm or residential property. <hr/> Also refer to Section 3.1 for the definition applicable only to Section 3. |
| “Certificate of Insurance” | The certificate issued by us which forms part of this policy and shows your policy number, the Premium, the insurance cover selected by you, or any special terms, limits, conditions, exclusions, or endorsements. |
| “Computer Virus” | Unauthorised intrusive codes, programming, or computer code segment that is self replicating, requires a host program or executable disk segment in which it can be contained, and which destroys or alters the host program, other computer code, or data causing undesired program or computer system operations. |
| “Excess” | The amount you have to pay towards the cost of any claim under this policy. |
| “Flood” | Flood means 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 (whether or not it has been altered or modified); (b) a river (whether or not it has been altered or modified); (c) a creek (whether or not it has been altered or modified); (d) another natural watercourse (whether or not it has been altered or modified); (e) a reservoir; (f) a canal; (g) a dam. |
| “Indemnify” | (a) Where the Property is lost or destroyed - (i) in the case of a Building, the rebuilding; or (ii) in the case of other Property, its replacement by similar property; to a condition equal to but not better or more extensive than its condition <u>at the time of loss or destruction</u> . (b) Where the Property is damaged, the repair and/or restoration of the Property to a condition substantially the same as but not better or more extensive than its condition <u>at the time of damage</u> . |
| “Period of Insurance” | The period specified in the Certificate of Insurance. |
| “Premises” | The premises specified in the Certificate of Insurance. <hr/> Also refer to Section 4.1 for the definition applicable only to Section 4. |
| “Premium” | The amount payable by you for the insurance provided by us under this policy. |
| “Property” | The property specified in the Certificate of Insurance as being insured by this policy. <hr/> Also refer to Section 2.1 for the definition applicable only to Section 2. |
| “Proposal” | The form completed by you giving answers, particulars, and statements in respect of the insurance required by you. |
| “Rainwater” | Water falling from the atmosphere in the form of rain including rainwater run off over the surface of the land or which has escaped from public roadside gutters, but not inundation of normally dry land areas by the overflow of water from - (a) the normal confines of any natural water course or lake whether or not altered or modified; or (b) any reservoir, canal, dam, water tank, apparatus, or pipe. |

GENERAL DEFINITIONS (CONTINUED)

| Word | Meaning |
|--|---|
| <p>“Reinstatement” or “Reinstate”</p> | <p>(a) Where the Property is lost or destroyed -</p> <ul style="list-style-type: none"> (i) in the case of a Building, the rebuilding; or (ii) in the case of other Property, its replacement by similar property; to a condition equal to but not better or more extensive than its condition <u>when new</u>. <p>(b) Where the Property is damaged, the repair and/or restoration of the Property to a condition substantially the same as but not better or more extensive than its condition <u>when new</u>.</p> <p>(c) The extra cost, including demolition, incurred subsequent to the loss, destruction, or damage, needed to comply with the requirements at the time of Reinstatement of -</p> <ul style="list-style-type: none"> (i) any statute or regulation made thereunder; or (ii) any by-law or regulation of any municipal or other statutory authority; to the extent that the Sum Insured is not otherwise exhausted. |
| <p>“Sum Insured” or “Limit of Liability”</p> | <p>The amount specified in the Certificate of Insurance.</p> |
| <p>“we”, “us”, or “our”</p> | <p>The product issuer named on the back cover of this booklet.</p> |
| <p>“Watercraft”</p> | <p>Any vessel, craft, or thing, made or intended to float on or in or travel on or through water.</p> <hr/> <p>Also refer to Section 4.1 for the definition applicable only to Section 4.</p> |
| <p>“you” or “your”</p> | <p>Each person, company, or other entity specified in the Certificate of Insurance as being insured under this policy.</p> <hr/> <p>Also refer to Section 3.1 for the definition applicable only to Section 3.</p> |

Section 1 - Fire and Other Defined Events

1.1 Definitions

The intended meaning of some of the important words used in Section 1 only, are shown below.

| Word | Meaning |
|---|---|
| “Building” | <p>The buildings at the Premises including -</p> <ul style="list-style-type: none"> (a) attached water tanks, grain silos, feed silos, or stockyards, all landlord’s fixtures and fittings; (b) all structures not otherwise insured, including free-standing water or fuel tanks (including fuel), grain silos, feed silos, windmills, and satellite dishes; and (c) any - <ul style="list-style-type: none"> (i) electric power wires and poles; (ii) telephone wires and poles; and (iii) irrigation equipment; <p>owned by you or for which you are legally responsible, but does not include -</p> <ul style="list-style-type: none"> (d) any property within the definition of Home Building in Section 4.1; and (e) buildings specified in the Certificate of Insurance. |
| “Contents” | <ul style="list-style-type: none"> (a) Plant, machinery, equipment, seed, fertiliser, and all other contents; (b) Stored fruit, vegetables, crops, and other produce but only after being picked or harvested; and (c) Bins used for the bulk storage of produce; <p>owned by you or for which you are legally responsible, at the Premises, but not -</p> <ul style="list-style-type: none"> (d) motor vehicles, caravans, trailers, Aircraft, or Watercraft, or their attached accessories; or (e) property more specifically insurable as Building, Fencing, Hay, Livestock, Specified Mobile Agricultural Machinery, or Unspecified Mobile Agricultural Machinery in Section 1 or any property within the definitions of Home Building or Contents in Section 4.1. |
| “Fencing” | <p>Sub-divisional, boundary, and free-standing stockyard fencing -</p> <ul style="list-style-type: none"> (a) at the Premises; and (b) owned or shared by you or for which you are legally responsible. |
| “Hay” | <p>Baled or stacked hay -</p> <ul style="list-style-type: none"> (a) at the Premises; and (b) owned by you or for which you are legally responsible. |
| “Livestock” | <p>Livestock -</p> <ul style="list-style-type: none"> (a) at the Premises; and (b) owned by you or for which you are legally responsible. |
| “Specified Mobile Agricultural Machinery” | <p>The self-propelled agricultural machinery, and implements capable of being towed, specified in the Certificate of Insurance, -</p> <ul style="list-style-type: none"> (a) anywhere in the Commonwealth of Australia; and (b) owned by you or for which you are legally responsible. |
| “Unspecified Mobile Agricultural Machinery” | <p>Self-propelled agricultural machinery, and implements capable of being towed -</p> <ul style="list-style-type: none"> (a) anywhere in the Commonwealth of Australia; and (b) owned by you or for which you are legally responsible. |

Also refer to the General Definitions which are applicable to Section 1.

Section 1 - Fire and Other Defined Events (continued)

1.2 Defined Events

If your Certificate of Insurance indicates that you have taken out insurance under Section 1, **we insure** you for loss, destruction, or damage to the Property at the Premises caused by any Defined Event listed below occurring during the Period of Insurance **except** as stated under **We Will Not Pay**.

| Defined Event | We Will Not Pay Refer also to the Specific Exclusions in Section 1.5 and the General Exclusions in Section 6 |
|---|--|
| (1) Fire | We will not pay for loss, destruction, or damage - (a) to the Property, where the Property is undergoing any process involving the application of heat; or (b) caused by the Property's own spontaneous combustion, except for the spontaneous combustion of Hay. |
| (2) Lightning or Thunderbolt | |
| (3) Explosion | We will not pay for loss, destruction, or damage to boilers and their contents, except for domestic boilers, domestic economisers, or domestic vessels under pressure that do not require a certificate to be issued under the terms of any statute or regulation. |
| (4) Earthquake, Subterranean Fire, or Volcanic Eruption | We will not pay the first 1% of the total Sum Insured or \$20,000 <u>whichever is the lesser</u> , subject to a minimum of \$250, for loss, destruction, or damage to the Property during any period of 72 consecutive hours. |
| (5) Riots, Strikes and Civil Commotion | |
| (6) Escape of Liquids resulting from bursting, leaking, discharging, or overflowing of pipes, tanks, fixed room heating, or water apparatus | We will not pay - (a) for loss, destruction, or damage to the pipes, tanks, fixed room heating, or water apparatus themselves; or (b) more than \$5,000 for the cost of - (i) locating the cause of the loss, destruction, or damage; and (ii) rectification of paths or driveways, immediately surrounding and adjoining the Buildings, if damaged while locating the cause. |
| (7) Impact by vehicles or animals | We will not pay for loss, destruction, or damage to any fencing or animals, caused by other animals. |
| (8) Impact by trees, Watercraft, or Aircraft and other aerial devices, including space debris, whether artificially created or not, and articles dropped from them | We will not pay for loss, destruction, or damage caused by the impact of trees or parts thereof resulting from felling or lopping trees. |
| (9) Vandalism, Malicious Damage or Damage by Burglars | We will not pay - (a) for loss, destruction, or damage caused by tenants or share farmers; (b) for theft of property; or (c) more than \$500 for breakage of glass. |
| (10) Storm or Rainwater | We will not pay for loss, destruction, or damage - (a) to Hay or Livestock in the open air; (b) to gates, fences, retaining and free standing walls whether or not forming part of the Building, textile awnings, shadecloth, blinds, signs, glasshouses, hot houses, igloos, flimsies, and the like; (c) to the Property in the open air unless that Property comprises or is part of a permanent structure designed to function without the protection of walls or a roof; or (d) caused by water seeping or percolating through a wall, roof, or floor. |

Section 1 - Fire and Other Defined Events (continued)

1.3 Settlement

If you have a valid claim under Section 1, **we will** at our option pay for, reinstate, or repair the Property on the basis set out below.

| Settlement Basis | |
|---|--|
| (1) Mobile Agricultural Machinery | <p>(a) For Specified Mobile Agricultural Machinery we will pay -</p> <ul style="list-style-type: none"> (i) the cost to Indemnify you; or (ii) the Sum Insured specified in the Certificate of Insurance; <u>whichever is the lesser</u>, for each machine or implement. <p>(b) For Unspecified Mobile Agricultural Machinery we will pay -</p> <ul style="list-style-type: none"> (i) the cost to Indemnify you; or (ii) \$25,000; <u>whichever is the lesser</u>, for each machine or implement. |
| (2) All other Property | <p>(a) We will Reinstate the Property but only if -</p> <ul style="list-style-type: none"> (i) replacement, rebuilding, or repair is carried out within a reasonable time. This may be at another site providing our liability is not thereby increased; (ii) any repair costs do not exceed the Reinstatement costs had the Property been totally lost or destroyed; (iii) a sum equal to the cost of Reinstatement has actually been incurred; and (iv) all other insurances in respect of the Property have the same Reinstatement wording; <p>otherwise we will Indemnify you.</p> <p>(b) We are not bound to Reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner.</p> <p>(c) Where any state, local, or other statutory authority, permits the Reinstatement of a Building but only subject to -</p> <ul style="list-style-type: none"> (i) a reduced plot ratio; or (ii) the payment of certain fees, contributions, or impost; <p>we will pay, in addition to any amount payable for Reinstatement -</p> <ul style="list-style-type: none"> (iii) the difference between the actual cost of Reinstatement incurred in accordance with the reduced plot ratio and the cost of Reinstatement which would have been incurred had a reduced plot ratio not been applicable and any payment of the difference will be made as soon as the difference is ascertained and certified by the architect acting on your behalf in the Reinstatement of the Building; and (iv) the fee, contribution, or other impost payable to any state, local, or other statutory authority, where such fee, contribution, or impost is a condition precedent to the obtaining of consent to Reinstate the Building. <p>(d) The Under Insurance provision in Section 1.3(7) -</p> <ul style="list-style-type: none"> (i) applies separately to each individual item of Property; and (ii) does not apply to the extra cost described in paragraph (c) of the General Definition of “Reinstatement”. |
| (3) Patterns or Designs | We will not pay more than 5% of the Sum Insured on Contents for loss, destruction, or damage to patterns, models, moulds, plans, or designs. |
| (4) Work of Art | We will not pay more than \$1,000 in value for any one item for loss, destruction, or damage to a curiosity or work of art. |
| (5) Our Limit of Liability | Our liability is limited to the Sum Insured, less the stated Excess. |
| (6) Automatic Reinstatement of the Sum Insured | Following the occurrence of loss, destruction, or damage, the Sum Insured is reinstated to the full amount specified in the Certificate of Insurance provided that you pay the appropriate extra Premium if required by us. |

Section 1 - Fire and Other Defined Events (continued)

1.3 Settlement (continued)

| Settlement Basis | |
|----------------------------|--|
| (7) Under Insurance | <p>If the Property is insured for less than 80% of its value, determined in accordance with the Property's Settlement Basis in Section 1.3(1) or 1.3(2), at the time the insurance under this Section was taken out, renewed, extended, or varied we will only pay that portion of the claim which the Sum Insured bears to 80% of that value, in accordance with the formula -</p> $\frac{\text{the amount of the loss, destruction, or damage} \times \text{the Sum Insured}}{80\% \text{ of the value of the Property}}$ <p>Example - Where the Property is valued at \$200,000 but only insured for \$100,000 and a loss of \$50,000 occurs, we will pay</p> $\frac{\$50,000 \times \$100,000}{(80\% \text{ of } \$200,000)} = \$31,250$ <p>We will not pay \$18,750.</p> |

1.4 Additional Benefits

- (1) If you have a valid claim under Section 1, **we will** also insure you for the following Additional Benefits necessarily and reasonably incurred, but **you must** obtain our consent prior to any of the costs being incurred.

| Additional Benefit | Limits to Additional Benefits , in addition to the Sum Insured |
|------------------------------|--|
| (a) Professional Fees | We will pay up to \$2,000 for professional fees necessarily incurred in repairing or reinstating the Property but not for claims preparation. |
| (b) Removal of Debris | We will pay up to \$5,000 for the cost of removal, storage, disposal, demolition, or dismantling of debris, or removal of dead Livestock. |
| (c) Temporary Repair | We will pay up to \$5,000 for the cost of shoring up, underpinning, propping, or other temporary repair of the Property. |
| (d) Veterinary Fees | We will pay up to 20% of the Sum Insured for Livestock, for - (i) veterinary fees reasonably incurred to restore the health of Livestock; or (ii) destruction costs reasonably incurred for the humane slaughter of Livestock; as a result of a Defined Event applicable to Livestock in Section 1.2. |

Section 1 - Fire and Other Defined Events (continued)

1.4 Additional Benefits (continued)

(2) If you are insured under Section 1, **we will** extend your insurance to include the following Additional Benefits.

| Additional Benefit | Limits to Additional Benefits, in addition to the Sum Insured unless otherwise stated |
|--------------------------------------|---|
| (a) Temporary Removal | <p>(i) If Contents, Hay, or Livestock is specified as insured in the Certificate of Insurance, we will pay up to 10% of the Sum Insured for Contents, Hay, or Livestock lost, destroyed, or damaged -</p> <p>(A) while temporarily removed from the Premises to any other premises anywhere within the Commonwealth of Australia, including while in transit; and</p> <p>(B) caused by a Defined Event in Section 1.2.</p> <p>(ii) The Sum Insured for the Contents, Hay, or Livestock remaining at the Premises will be reduced accordingly for each item specified in the Certificate of Insurance.</p> |
| (b) Alterations and Additions | <p>If you make alterations or additions to the Property during the Period of Insurance, we will increase the Sum Insured, for such Property by up to -</p> <p>(i) 5% of the Sum Insured; or</p> <p>(ii) \$50,000;</p> <p><u>whichever is the lesser.</u></p> |
| (c) Fire Extinguishing Costs | <p>We will pay up to \$5,000 for the cost of -</p> <p>(i) the wages of your employees;</p> <p>(ii) replenishment of fire fighting appliances; and</p> <p>(iii) employees' clothing and personal effects not more specifically insured under this policy or any other policy of insurance;</p> <p>resulting from fire at or in the immediate vicinity of the Premises.</p> |
| (d) Accidental Damage | <p>(i) We will pay up to \$5,000 if your Building or Contents (if specified in the Certificate of Insurance as being insured) at the Premises is unintentionally and unexpectedly lost, destroyed, or damaged during the Period of Insurance.</p> <p>(ii) We will not pay for loss, destruction, or damage caused by or resulting from -</p> <p>(A) any Defined Event in Section 1.2;</p> <p>(B) the Property's own fermentation or heating;</p> <p>(C) burglary, theft, armed hold up, kidnapping, bomb threat, sabotage, extortion, or any threat or attempt thereof;</p> <p>(D) any fraudulent or dishonest acts by your employees;</p> <p>(E) clerical or accounting errors, or unexplained inventory shortage or disappearance;</p> <p>(F) shortages in the supply or delivery of materials to or by you;</p> <p>(G) the action of birds, moths, termites or other insects, vermin, rust or oxidation, mildew, mould, wet or dry rot, corrosion, dampness or dryness of atmosphere, or other variation in temperature, action of light, shrinkage, evaporation, contamination, disease, inherent vice or latent defect, adjusting or servicing operations, loss of weight, change in flavour, colour, texture, or finish;</p> <p>(H) smoke, smut, sludge, or chemicals from industrial or agricultural operations but we will pay for sudden and unforeseen damage resulting therefrom;</p> <p>(I) dust, sand, mud, or smog, but we will pay for sudden and unforeseen damage resulting therefrom;</p> <p>(J) wear, tear, fading, breakage of fragile articles, scratching or marring, gradual deterioration or developing flaws, cost of normal upkeep or making good;</p> <p>(K) failure of, error, or omission in design, plan, specification, or testing;</p> <p>(L) incorrect siting of buildings, as a result of incorrect design or specification;</p> <p>(M) faulty materials or faulty workmanship;</p> <p>(N) normal settling, seepage, creeping, heaving, vibration, shrinkage or expansion in buildings, foundations, walls, roofs, ceilings, floors, pavements, roads, and other structural improvements;</p> <p>(O) electrical or magnetic injury, disturbance, or erasure of electronic recordings;</p> <p>(P) Computer Virus;</p> <p>(Q) data processing or media failure or breakdown, or malfunction of the processing system;</p> |

Section 1 - Fire and Other Defined Events (continued)

1.4 Additional Benefits (continued)

| Additional Benefit | Limits to Additional Benefits, in addition to the Sum Insured unless otherwise stated |
|---|---|
| (d) Accidental Damage (continued) | <p>(R) mechanical, electrical, or electronic breakdown, failure, or derangement, or boiler or pressure vessel explosion or implosion, but this exclusion is limited to the machine, equipment, boiler or pressure vessel immediately or directly affected;</p> <p>(S) failure of the supply of water, gas, electricity, or fuel;</p> <p>(T) any order of any government or public or local authority including the confiscation, nationalisation, requisition, or damage of any property; or</p> <p>(U) any other event more specifically excluded in this Section 1 or in the General Exclusions in Section 6.</p> <p>(iii) We will not pay for loss, destruction, or damage to -</p> <p>(A) any property in transit;</p> <p>(B) registered motor vehicles or trailers or property contained therein;</p> <p>(C) animals, birds, fish, or any other living thing;</p> <p>(D) the Property arising out of renovation, repair, installation, testing, alteration, or the Property undergoing construction or erection;</p> <p>(E) property during the course of and as the result of its processing;</p> <p>(F) glass; or</p> <p>(G) money.</p> |
| (e) Cost of Re-writing Record Books | We will pay up to \$2,000 for the cost of re-writing your records and books of account lost, destroyed, or damaged as a result of a Defined Event in Section 1.2. |
| (f) Directors', Proprietors', Partners' and Employees' Personal Property | <p>We will pay up to -</p> <p>(i) \$500 in respect of any one director, proprietor, partner, or employee; and</p> <p>(ii) a total of \$2,000;</p> <p>in total, during the Period of Insurance for the cost of directors', proprietors', partners', and employees' tools of trade and personal property (other than money) -</p> <p>(iii) on the Premises;</p> <p>(iv) used in the Business; and</p> <p>(v) lost, destroyed, or damaged as a result of a Defined Event in Section 1.2.</p> |
| (g) Fusion | <p>(i) We will pay up to \$500 for electrical damage to electrical motors up to 2kw, where such damage is caused by the burning out of the motor by an electric current, in -</p> <p>(A) portable tools and equipment;</p> <p>(B) fixed machinery; or</p> <p>(C) pumps;</p> <p>used in the Business.</p> <p>(ii) We will not pay for damage to -</p> <p>(A) refrigeration or air-conditioning equipment;</p> <p>(B) submersible or turbine pumps;</p> <p>(C) dairy machinery;</p> <p>(D) irrigation equipment; or</p> <p>(E) any property within the definitions of Home Building or Contents in Section 4.1.</p> |

- (3) If you have insured Specified Mobile Agricultural Machinery or Unspecified Mobile Agricultural Machinery under Section 1, **we will** extend your insurance to include the following Additional Benefit.

| Additional Benefit | Limits to Additional Benefit |
|---|--|
| (a) Theft of Mobile Agricultural Machinery | <p>We will pay the cost to Indemnify you or -</p> <p>(i) \$50,000 <u>whichever is lesser</u>, for any one machine or implement of Specified Mobile Agricultural Machinery; and</p> <p>(ii) \$25,000 <u>whichever is lesser</u>, for any one machine or implement of Unspecified Mobile Agricultural Machinery;</p> <p>up to a total of \$100,000, during the Period of Insurance, for theft of Specified Mobile Agricultural Machinery or Unspecified Mobile Agricultural Machinery, anywhere in the Commonwealth of Australia.</p> |

Section 1 - Fire and Other Defined Events (continued)

1.5 Specific Exclusions

We do not insure you under Section 1, for the following circumstances.

| Excluded Circumstances | |
|---|--|
| (1) Sea | We will not pay for loss, destruction, or damage caused directly or indirectly by the action of the sea, tidal wave, or tsunami. |
| (2) Earth Movement | We will not pay for loss, destruction, or damage caused directly or indirectly by erosion, subsidence, landslide, or other earth movement. |
| (3) Flood | We will not pay for loss, destruction, or damage caused directly or indirectly by Flood. |
| (4) Hazardous Goods | We will not pay for loss, destruction, or damage caused directly or indirectly from circumstances where you are in breach of any law, by-law, municipal or other public body regulation dealing with the storage of hazardous goods on the Premises. |
| (5) Cessation of Work | We will not pay for loss, destruction, or damage caused directly or indirectly by cessation of work. |
| (6) Documents or Business Books | We will not pay for loss, destruction, or damage to documents, manuscripts, or business books except for the cost of re-writing your records and books of account as provided for in Section 1.4(2)(e). |
| (7) Jewellery or Furs | We will not pay for loss, destruction, or damage to jewellery, precious stones, precious metals, bullion, furs, or stamps. |
| (8) Explosives | We will not pay for loss, destruction, or damage to explosives. |
| (9) Aircraft or Watercraft | We will not pay for loss, destruction, or damage to Aircraft or Watercraft of any kind and description, or property contained therein. |
| (10) Railways, Locomotive, or Rolling Stock | We will not pay for loss, destruction, or damage to railways, locomotive, or rolling stock, or property contained therein. |
| (11) Growing Crops, Standing Timber, Shrubs or Pastures | We will not pay for loss, destruction, or damage to growing crops, standing timber, shrubs, or pastures. |
| (12) Property not forming part of a Building | We will not pay for loss, destruction, or damage to land, dams, reservoirs, canals, tunnels, bridges, docks, piers or wharves not forming part of a building. |

Also refer to the General Exclusions in Section 6 which are applicable to Section 1.

Section 2 - Burglary or Theft

2.1 Definitions

The intended meaning of some of the important words used in Section 2 only, are shown below.

| Word | Meaning |
|------------|---|
| “Burglary” | (a) Stealing consequent upon actual forcible and violent entry into the Premises; (b) Stealing or any attempted stealing by any person concealed on the Premises; or (c) Stealing consequent upon threat of immediate violence or violent intimidation. |
| “Property” | All - (a) farm, business, and station buildings other than domestic dwellings; or (b) property and merchandise other than property within the definition of Contents in Section 4.1; at the Premises and intended to be used in your Business. |
| “Theft” | Stealing other than Burglary. |

Also refer to the General Definitions which are applicable to Section 2.

2.2 Defined Events

If your Certificate of Insurance indicates that you have taken out insurance under Section 2, **we insure** you for loss, destruction, or damage to Property at the Premises caused by -

- (1) Burglary or attempted Burglary; or
- (2) Theft or attempted Theft;

during the Period of Insurance.

We will not pay for any loss, destruction, or damage as set out in the Specific Exclusions in Section 2.5 or the General Exclusions in Section 6.

2.3 Settlement

If you have a valid claim under Section 1, **we will** at our option pay for, reinstate, or repair the Property on the basis set out below.

| Settlement Basis | |
|---|--|
| (1) Property | (a) Where the item of Property is - (i) lost or destroyed, its replacement by a similar item, to a condition equal to but not better or more extensive than its condition <u>when new</u> ; and (ii) damaged, the repair or restoration of the item to a condition substantially the same as but not better or more extensive than its condition <u>when new</u> ; but only if - (iii) the replacing or repair is carried out within a reasonable time; (iv) the repair cost does not exceed Reinstatement cost had the Property been totally lost or destroyed; (v) a sum equal to the cost of Reinstatement has actually been incurred; and (vi) all other insurances in respect of the Property have the same Reinstatement wording; otherwise we will Indemnify you. (b) We are not bound to replace, restore, or repair exactly or completely but only as circumstances permit and in a reasonably sufficient manner. |
| (2) Our Limit of Liability | Our liability is limited to the Sum Insured, less the stated Excess. |
| (3) Automatic Reinstatement of Sum Insured | Following the occurrence of loss, destruction, or damage, the Sum Insured is reinstated to the full amount specified in the Certificate of Insurance provided that you pay the appropriate extra Premium if required by us. |

Section 2 - Burglary or Theft (continued)

2.4 Additional Benefits

If you have a valid claim under Section 2, **we will** also insure you for the following Additional Benefit necessarily and reasonably incurred, **but you must** obtain our consent prior to any of the costs being incurred.

| Additional Benefit | Limits to Additional Benefit , in addition to the Sum Insured |
|---------------------------------|---|
| (1) Temporary Protection | We will pay up to \$1,000 in total, during the Period of Insurance, for the cost of temporary protection for the safety of the Property, pending repair of the damage. |

2.5 Specific Exclusions

We do not insure you under Section 2, for the following circumstances.

| Excluded Circumstances | |
|---|--|
| (1) Negotiable Instruments | We will not pay for loss, destruction, or damage of current coins, bank notes, currency notes, cheques, postal orders, money orders, unused postage or revenue stamps including the value of stamps contained in franking machines, credit cards, sales vouchers, instant lottery tickets, transport tickets, telephone cards and any other negotiable instruments. |
| (2) Tobacco | We will not pay for loss, destruction, or damage of tobacco, cigars, or cigarettes. |
| (3) Livestock | We will not pay for loss, destruction, or damage to livestock. |
| (4) Vehicles, Aircraft, or Watercraft | We will not pay for loss, destruction, or damage of motor vehicles of any type, including motor cycles, trailers, tractors, and self-propelled implements, Watercraft, Aircraft, or their attached accessories. |
| (5) Plans or Designs | We will not pay for loss, destruction, or damage of patterns, models, moulds, plans, or designs. |
| (6) Personal Property and Household Property | We will not pay for loss, destruction, or damage of personal valuables, clothing, and personal effects and all other household property insurable under Section 4 - Domestic House and Contents. |
| (7) During or following Fire | We will not pay for loss, destruction, or damage resulting from Burglary or attempted Burglary during or following a fire at the Premises. |
| (8) Unexplained Shortages | We will not pay for loss, destruction, or damage in the form of unexplained shortage and/or disappearance. |
| (9) Connivance, Family or Employees | We will not pay for loss, destruction, or damage resulting from your connivance, or caused by any of your family or your employees, or a person lawfully on the Premises. |
| (10) Jewellery or Furs | We will not pay for loss, destruction, or damage to jewellery, precious stones, precious metals, bullion, furs, or stamps. |

Also refer to the General Exclusions in Section 6 which are applicable to Section 2.

Section 3 - Broadform Liability

3.1 Definitions

The intended meaning of some of the important words used in Section 3 only, are shown below.

| Word | Meaning |
|------------------------|--|
| “Business” | <p>(a) The horticultural, farming, or accommodation business, or hobby farm specified in the Certificate of Insurance;</p> <p>(b) The provision and management by you of -</p> <p style="padding-left: 20px;">(i) canteen, social, sports, welfare, and child care facilities by you for your employees’ benefit; and</p> <p style="padding-left: 20px;">(ii) first aid, medical, fire, and ambulance services; and</p> <p>(c) The Residential Premises.</p> |
| “Contract Farming” | The undertaking of farming activities for another person, company or entity on their property, for financial reward, where your total annual income from such activities does not exceed 20% of your income as assessed in your last Income Tax Return. |
| “Manufacturer” | <p>A business which -</p> <p>(a) manufactures goods; or</p> <p>(b) is deemed to be a manufacturer under the Trade Practices Act 1974, because it -</p> <p style="padding-left: 20px;">(i) holds itself out to the public as a manufacturer;</p> <p style="padding-left: 20px;">(ii) has its own brand name on the goods;</p> <p style="padding-left: 20px;">(iii) permits another person to promote the goods manufactured by the business; or</p> <p style="padding-left: 20px;">(iv) imports the goods.</p> |
| “Occurrence” | <p>(a) Any -</p> <p style="padding-left: 20px;">(i) event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended by you; or</p> <p style="padding-left: 20px;">(ii) intentional act, by you or at your direction, resulting in Personal Injury but only if such Personal Injury arises solely from the use of reasonable force for the purpose of protecting persons or property.</p> <p>(b) All events and intentional acts (including intentional acts intended to protect persons or property or to prevent any or further damage or loss) arising directly or indirectly from one source or original cause are to be regarded as one Occurrence.</p> |
| “Personal Injury” | <p>(a) Bodily injury, sickness, or disease including death, shock, fright, mental anguish, mental injury, or disability;</p> <p>(b) Unlawful arrest, wrongful detention, or false imprisonment;</p> <p>(c) Wrongful entry or eviction or other invasion of privacy; or</p> <p>(d) A publication of a libel or utterance of a slander or other defamatory material.</p> |
| “Product Liability” | Liability for Personal Injury or Property Damage arising out of Your Product but only if the Personal Injury or Property Damage occurs away from your Premises or premises leased or rented to you and after physical possession of Your Product has been passed to others. |
| “Property Damage” | <p>(a) Physical loss, destruction, or damage to tangible property; or</p> <p>(b) Loss of use of tangible property resulting from physical loss, destruction, or damage to the tangible property.</p> |
| “Residential Premises” | The ownership or occupation of the premises insured under Section 4, used principally and primarily as a place of residence, specified in the Certificate of Insurance. |
| “Territorial Limit” | <p>Anywhere in the world, except in the United States of America or Canada or their Territories, Protectorates, or Dependencies where we only insure you for -</p> <p>(a) Product Liability for Your Product being exported to the United States of America, Canada, or their Territories, Protectorates, or Dependencies; or</p> <p>(b) Personal Injury or Property Damage occurring during business visits to the United States of America, Canada, or their Territories, Protectorates, or Dependencies by directors or employees, normally resident outside the United States of America, Canada, or their Territories, Protectorates, or Dependencies, but not directors or employees who are engaged in manual labour during any such visit.</p> |

Section 3 - Broadform Liability (continued)

3.1 Definitions (continued)

| Word | Meaning |
|-----------------------------|---|
| “Vehicle” | <p>Any machine on wheels or self laid tracks, designed to be propelled by other than manual or animal power and any trailer or other attachment designed to be drawn by any such machine, but not including -</p> <ul style="list-style-type: none"> (a) models, garden appliances, motorised wheelchairs, or golf buggies that do not require to be registered; (b) an Aircraft; or (c) a Watercraft. |
| “you” and “your” | <p>Each person, company, or other entity specified in the Certificate of Insurance as being insured under this policy and includes -</p> <ul style="list-style-type: none"> (a) all subsidiary companies - <ul style="list-style-type: none"> (i) incorporated or acquired in the Territorial Limit; (ii) existing before the inception date of Section 3; and (iii) declared in the Proposal, Certificate of Insurance, or Policy; (b) all companies incorporated or acquired, in the Territorial Limit, during the Period of Insurance and relating to the Business, where the incorporation or acquisition is notified to us in writing within 60 days of the incorporation or acquisition; and (c) any - <ul style="list-style-type: none"> (i) director, executive, officer, employee, partner, or shareholder of the Business; (ii) office bearer or member of a canteen, social, sports, welfare, or child care facility provided by the Business for employees’ benefit; (iii) member of a first aid, medical, fire, or ambulance service provided by the Business; and (iv) voluntary worker of the Business; while acting in such capacity. (d) each family member ordinarily residing at the Residential Premises with - <ul style="list-style-type: none"> (i) the person; or (ii) the director of the company; specified in the Certificate of Insurance, but only if cover has been effected under Section 4 of this policy. |
| “Your Product” or “Product” | <p>Any thing, (including any packaging, containers, directions, markings, instructions, warnings or specifications) manufactured, deemed manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied, or distributed by you or for you in the course of the Business after physical possession has been passed to others.</p> |

Also refer to the General Definitions which are applicable to Section 3.

3.2 Defined Events

If your Certificate of Insurance indicates that you have taken out insurance under Section 3, **we insure** you for all sums that you become legally liable to pay as compensation in respect of -

- (1) **Personal Injury**; or
- (2) **Property Damage**;

arising out of an Occurrence during the Period of Insurance in the Territorial Limit.

We do not insure you for the incurring of a liability as set out in the Specific Exclusions in Section 3.5 or the General Exclusions in Section 6.

Section 3 - Broadform Liability (continued)

3.3 Settlement

If you have a valid claim under Section 3, **we will** settle your claim on the basis as set out below.

| Settlement Basis | |
|-------------------------------------|--|
| (1) Our Limit of Liability | <p>(a) We will pay up to the Limit of Liability, less the stated Excess, for all compensation and Supplementary Payments in respect of any one Occurrence.</p> <p>(b) Except for Supplementary Payments as provided in Section 3.3(3)(b), we will not pay more than the Limit of Liability regardless of the number of -</p> <ul style="list-style-type: none"> (i) legal entities comprised under the definition of “you” in Section 3.1; (ii) persons or organisations who sustain Personal Injury or Property Damage; or (iii) claims made or suits brought on account of Personal Injury or Property Damage. |
| (2) Product Liability | Our total liability for all claims arising out of the Product Liability during the Period of Insurance is limited to the Limit of Liability, less the stated Excess. |
| (3) Supplementary Payments | <p>(a) We will pay -</p> <ul style="list-style-type: none"> (i) legal costs and expenses incurred by you with our written consent for representation in any court, or in the settlement or defence of any claim; (ii) costs and expenses recoverable from you by any claimants; and (iii) first aid costs incurred by you for first aid rendered to others at the time of an Occurrence of Personal Injury. <p>(b) The amount we will pay in (a) is included in the Limit of Liability except for an additional \$500,000 for -</p> <ul style="list-style-type: none"> (i) all claims arising out of Product Liability during the Period of Insurance; or (ii) each Occurrence other than arising out of Product Liability; not arising in the United States of America or Canada or their Territories, Protectorates, or Dependencies. <p>(c) If a judgement or an amount required to settle a claim exceeds the Limit of Liability, our liability to pay legal costs and expenses is limited to the proportion the Limit of Liability bears to the judgement or settlement sum.</p> |
| (4) Discharge of Liabilities | <p>(a) We may at any time pay to you, in respect of all claims -</p> <ul style="list-style-type: none"> (i) the amount of the Limit of Liability; or (ii) any lesser sum for which the claims can be settled; <p>after deduction of any sum already paid as compensation in respect of the claims.</p> <p>(b) Upon the payment set out in paragraph (a), we will relinquish control of, and be under no further liability under the policy in connection with the claims except for costs, charges, and expenses -</p> <ul style="list-style-type: none"> (i) recoverable from you in respect of the period prior to the date of the payment, whether or not pursuant to an order made subsequently; and (ii) incurred by us or incurred by you with our written consent prior to the date of the payment. <p>(c) We will not pay for any claim or judgement or defend any suit after our Limit of Liability has been exhausted.</p> |
| (5) Cross Liability | Each of the parties comprising “you” are considered as a separate legal entity and the “you” or “your” will apply to each party as if a separate policy had been issued to each of the parties. Our aggregate liability is limited to the Limit of Liability, less the stated Excess. |

Section 3 - Broadform Liability (continued)

3.4 Additional Benefits

If you are insured under Section 3, **we will** extend your insurance to include the following Additional Benefits.

| Additional Benefit | Additional Benefits, not in addition to the Limit of Liability |
|--|---|
| (1) Principals | <p>We insure you for liability to indemnify any principal with whom you have entered into a contract or agreement for the performance of work, and the terms of the contract or agreement requires that you must indemnify the principal, but only -</p> <ul style="list-style-type: none"> (a) in relation to work carried out by you; and (b) if the liability would have been implied by law in the absence of the contract or agreement and in respect of claims for which you would be entitled to indemnity under Section 3 if the claim was made against you. |
| (2) Registered Tractors and Farm Implements | <p>We will pay for claims in respect of Property Damage arising out of the use of tractors or self-propelled farm implements and their attachments, which are registered or have a temporary permit of registration for the purpose of travelling on a public thoroughfare and are not otherwise insured in respect of such Property Damage, while -</p> <ul style="list-style-type: none"> (a) on the Premises or other properties used for primary production; (b) moving in rural areas between properties used for primary production; (c) being driven for delivery to a farm after acquisition or delivery from the farm upon sale or disposal; or (d) being driven for removal to, or returning from, a workshop for the purpose of carrying out repairs. |
| (3) Contract Farming | <p>We will pay for claims arising from Contract Farming.</p> |
| (4) Ramps, Grids, Motor By-Passes and Irrigation Channels | <p>We insure you for liability to indemnify any government or local government body under an indemnity given in accordance with a statutory requirement in respect of any ramp, grid, motor by-pass, or irrigation channel.</p> |

3.5 Specific Exclusions

We do not insure you under Section 3, for the following circumstances.

| Excluded Circumstances | |
|------------------------|---|
| (1) Vehicles | <p>We will not pay for claims arising out of or in connection with -</p> <ul style="list-style-type: none"> (a) the ownership, possession, maintenance, or use of any Vehicle which is registered or in respect of which compulsory insurance is required by any legislation, except for Property Damage as provided for under Section 3.4(2); or (b) the loading of or unloading from any Vehicle which is registered or in respect of which registration is required by any legislation. |
| (2) Aircraft | <p>We will not pay for claims arising directly or indirectly out of, caused by, or in connection with -</p> <ul style="list-style-type: none"> (a) the ownership, possession, use, existence, working, navigation, or operation by you or on your behalf of any Aircraft; (b) the repair, maintenance, servicing, or installation work in or on any Aircraft; (c) the use of any of Your Products with your knowledge in the construction of any Aircraft; or (d) Your Product manufactured specifically for and installed in an Aircraft or arising out of Your Product, which you knew, would be so installed. |

Section 3 - Broadform Liability (continued)

3.5 Specific Exclusions (continued)

| Excluded Circumstances | |
|---|---|
| (3) Watercraft | <p>We will not pay for claims arising directly or indirectly out of, caused by, or in connection with -</p> <ul style="list-style-type: none"> (a) the ownership, possession, use, existence, working, navigation, or operation by you or on your behalf of any Watercraft while afloat, except where the Watercraft is less than eight metres in length; (b) water skiing; (c) the repair, maintenance, servicing, or installation work in or on any Watercraft; or (d) shipbreaking or shipbuilding. |
| (4) Pollution | <p>We will not pay for -</p> <ul style="list-style-type: none"> (a) claims arising directly or indirectly out of, caused by, or in connection with actual, alleged, or threatened seepage, discharge, dispersal, emission, release, or escape of pollutants being any solid, liquid, gaseous, or thermal irritant or contaminant including, but not limited to - <ul style="list-style-type: none"> (i) smoke, vapour, soot, or fumes; (ii) acids, alkalis, or chemicals; or (iii) waste, including material to be recycled, reconditioned, or reclaimed; or (b) any costs of removing, nullifying, or cleaning up pollutants; unless caused by a sudden, identifiable, unintended, and unexpected happening which takes place in its entirety at a specific time and place, provided that - (c) if such seepage, discharge, dispersal, emission, release or escape extends beyond more than one Period of Insurance, we will not pay more than the Limit of Liability stated in the Certificate of Insurance. (d) our total liability for claims during the Period of Insurance is limited to the Limit of Liability, less the stated Excess. |
| (5) Employers' Liability | <p>We will not pay for claims in respect of Personal Injury to any person -</p> <ul style="list-style-type: none"> (a) to whom benefits are payable by you under any workers or workmen's compensation legislation; (b) engaged under a contract of service or apprenticeship with you; or (c) arising from a liability imposed by any industrial award, agreement, or determination; <p>but we will pay for -</p> <ul style="list-style-type: none"> (d) claims for Personal Injury to any person who, while engaged under a contract of service or apprenticeship with you, is not a "Worker" as defined in the Work Health Act 1986 (NT) or the Workcover Queensland Act 1996 (Qld); and (e) common law claims for Personal Injury to any person who is deemed to be employed by you under section 175 of the Workers' Compensation and Rehabilitation Act 1981 (WA) or deemed a "Worker" pursuant to any other section of the Act, other than those persons excluded by (b) above. |
| (6) Property in your Physical or Legal Control | <p>We will not pay for claims in respect of Property Damage to property owned by you, leased or rented to you, or in your physical or legal control, except for -</p> <ul style="list-style-type: none"> (a) Property Damage to premises which are leased or rented to you caused by fire, explosion, water discharging or leaking from any pipe or water system, or impact caused by any Vehicle; (b) Property Damage to Vehicles, not owned by you, or used by you or on your behalf, while in your physical or legal control but only where - <ul style="list-style-type: none"> (i) the Property Damage occurs while the Vehicle is in a car park owned or operated by you; and (ii) no part of your Business is the ownership or operation of a car park for reward; or (c) claims in respect of property other than money, securities, or negotiable instruments, not owned by you but in your physical or legal control. We will pay up to \$50,000 for any one Occurrence, or up to \$100,000 in total for all claims during the Period of Insurance. |

Section 3 - Broadform Liability (continued)

3.5 Specific Exclusions (continued)

| Excluded Circumstances | |
|------------------------------------|---|
| (7) Rectifying Faulty Work | We will not pay for claims in respect of rectifying faulty work. |
| (8) Contractual Liabilities | We will not pay for claims arising out of a liability assumed by you under any contract or agreement, except where - (a) the liability would have been implied by law in the absence of the contract or agreement; or (b) the liability is in respect of a claim made by a lessor or landlord for indemnity for - (i) Personal Injury; or (ii) Property Damage; under the provisions of a lease or agreement for tenancy of premises occupied by you in connection with the Business, but not in respect of Property Damage to buildings occupied in whole or in part by you, or their contents. |
| (9) Libel or Slander | We will not pay for claims arising out of publication of a libel, utterance of a slander, or defamation - (a) if the first injurious publication or utterance of the same or similar material by you or on your behalf was made prior to the inception date of Section 3; or (b) if the publication, utterance, or defamation was - (i) made by you or at your direction with knowledge of the falsity thereof; or (ii) in the course of or related to advertising, broadcasting, publishing, or telecasting activities conducted by or on your behalf. |
| (10) Asbestos | We will not pay for claims directly or indirectly caused by or arising from - (a) mining, processing, transport, distribution, and/or storage of asbestos; (b) manufacture of asbestos products and/or processing of materials containing asbestos; (c) installation, removal, treatment, or storage of materials containing asbestos; or (d) any process of decontamination, treatment, or control of asbestos. |
| (11) Loss of Use | We will not pay for claims arising from loss of use of tangible property, which has not been physically lost, destroyed, or damaged, resulting from - (a) delay or lack of performance by you or on your behalf under any contract or agreement; or (b) the failure of Your Product to meet the level of performance, quality, fitness, or durability expressly or impliedly warranted or represented by you; except for loss of use of other tangible property resulting from the sudden and accidental physical loss, destruction, or damage to Your Product after Your Product has been put to use by any person or organisation other than you. |
| (12) Faulty Design | We will not pay for claims caused by or arising out of the harmful nature, condition, or quality of any of Your Products, which nature, condition, or quality results from the use of any design, formula, specification, plan, or pattern intended to be used by you. |
| (13) Product Defect | We will not pay for claims in respect of Property Damage to Your Product if such Property Damage is attributable to any defect in Your Product or the harmful nature or unsuitability of Your Product. |
| (14) Product Recall | We will not pay for claims arising from the cost of withdrawal, inspection, removal, reinstallation, repair, replacement, or loss of use of - (a) Your Product; or (b) any property of which Your Product forms a part; if Your Product is recalled from the market or from use because of any known or suspected defect or deficiency in it. |

Section 3 - Broadform Liability (continued)

3.5 Specific Exclusions (continued)

| Excluded Circumstances | |
|--|--|
| (15) Professional Liability | We will not pay for claims against you arising out of any negligent act, error, or omission - (a) in your professional conduct; or (b) in the professional conduct of any person for whom you may be legally liable; except for liability of members of your first aid, medical, or ambulance services arising in connection with such activities, other than where your Business involves the provision of professional medical services or ambulance services. |
| (16) Discrimination | We will not pay for claims arising out of the breach of any legal obligation relating to the prohibition of discrimination referred to in any anti discrimination legislation. |
| (17) Child Molestation | We will not pay for claims arising out of or resulting from the molesting of minors. |
| (18) Business, Trade, or Occupation | We will not pay for claims arising directly or indirectly out of, caused by, or in connection with any business, trade, or occupation except for the Business. |
| (19) Ownership or Control of Building or Land | We will not pay for claims arising directly or indirectly out of, caused by, or in connection with the ownership or control of any building or land other than - (a) at the Premises; or (b) a building hired for no longer than 24 hours solely to hold a personal, private, or family function. |
| (20) Activities by Paying Guests | We will not pay for claims arising directly or indirectly out of, caused by, or in connection with any paying guest participating in any activity involving - (a) the riding of an animal; (b) scuba diving; (c) the use of a motor cycle; (d) abseiling, rock climbing, or the like; (e) snow skiing or sled-riding; or (f) shooting, hunting, or the use of firearms. |
| (21) Contract Works | We will not pay for claims arising out of construction, erection, demolition, alteration, or installation work by you, or on your behalf except , where the total contract price payable to, or by you, at the time of commencement of all work is less than \$500,000. |
| (22) Jurisdiction Outside Territorial Limit | We will not pay for claims - (a) brought against you in the United States of America, Canada, their Territories, Protectorates, or Dependencies; or (b) arising as a consequence of - (i) you entering into contractual obligations subscribing to the jurisdiction of a court of the United States of America, Canada, their Territories, Protectorates, or Dependencies; or (ii) any agreement by you to indemnify any other party in respect of an award, judgement, or settlement made under the jurisdiction of a court in the United States of America, Canada, or their Territories, Protectorates, or Dependencies. |
| (23) Fines and Penalties | We will not pay or be liable for fines or penalties. |
| (24) Punitive Damages | We will not pay or be liable for aggravated, punitive, or exemplary damages. |
| (25) Escape of Fire | We will not pay for claims arising out of fire, which escapes after being lit by you or any person on your behalf in contravention of the provisions of any law, by-law, or regulation of any government or local government body. |
| (26) Diseases | We will not pay for claims in respect of Personal Injury resulting from a contagious, infectious, or communicable disease. |

Section 3 - Broadform Liability (continued)

3.5 Specific Exclusions (continued)

| Excluded Circumstances | |
|----------------------------------|---|
| (27) Compulsory Insurance | We will not pay or be liable for claims in respect of which you are, or any other person is, required by any law to have in force at the time such liability is incurred, a policy of insurance. |
| (28) Family Members | We will not pay for liability to any member of your family or to any person ordinarily residing with you or with whom you ordinarily reside. |
| (29) Drugs | We will not pay for claims resulting from you providing or permitting the consumption of drugs of any kind. |

Also refer to the General Exclusions in Section 6 which are applicable to Section 3.

3.6 Specific Conditions

If you are insured under Section 3 of this policy, **you must** follow the Specific Conditions noted below otherwise **we may** deny liability to pay any claim under Section 3.

| Specific Conditions | |
|---|--|
| (1) Claims Procedure and Requirement | You must - (a) immediately notify us in writing of the occurrence of any Personal Injury or Property Damage; (b) provide us with all reasonable particulars and information that we may require; (c) immediately on receipt, forward to us every letter, writ, summons, and process; (d) give all information and assistance we may require in the prosecution, defence, or settlement of any claim; and (e) use best endeavours to preserve any damaged, defective, or other appliances, plant, or things that might prove necessary or useful by way of evidence in connection with any claim. |
| (2) Alteration or Repair | You must not alter or repair any building, appliance, plant, or thing relevant to any claim until we have the opportunity of an inspection, unless necessary for practical or safety reasons. |
| (3) No Admission of Liability | You must not make any admission of liability, offer, promise, or payment without our prior written consent. |
| (4) Notice | Every notice or communication to us must be in writing. |
| (5) Inspection | (a) If required by us you must allow us - (i) at any time to inspect your Property and operations; and (ii) to examine and audit your books and records at any time during the Period of Insurance and within three years of the final termination of cover under this Section 3. (b) Neither our inspection nor any report constitutes an undertaking to determine or warrant that such Property or operations are - (i) safe; (ii) healthful; or (iii) in compliance with any law. |
| (6) Product Recall | You must at your own expense take reasonable action to trace, recall, or modify any of the Products containing any defect or deficiency which you have knowledge of, or have reason to suspect contain any defect or deficiency. |

Section 3 - Broadform Liability (continued)

3.6 Specific Conditions (continued)

| Specific Conditions | |
|--|--|
| (7) Reasonable Care | <p>You must -</p> <ul style="list-style-type: none"> (a) take all reasonable precautions to prevent Personal Injury and Property Damage and comply with all statutory obligations for the safety of persons or property; (b) in the event of an Occurrence, promptly take at your own expense all reasonable steps to prevent other Personal Injury or Property Damage from arising out of the same or similar circumstances; and (c) comply with all statutory obligations concerning the inspection of passenger lifts and steam pressure apparatus. |
| (8) Maintenance of Product Records | <p>You must keep and maintain the following records for at least 12 years after the date upon which such records are brought into existence -</p> <ul style="list-style-type: none"> (a) research and development documents; (b) design and manufacturing specifications; (c) documents made or received by you showing the source and quality of components received by you; (d) lists of businesses in the distribution chain; (e) sales records of goods, including batch and model numbers, by destination and date; and (f) records or documents containing details of all of your quality control measures, inspections, testing, repairs, replacements, and recalls. |
| (9) Your Responsibility to Identify Manufacturer/Supplier | <p>You must -</p> <ul style="list-style-type: none"> (a) supply within 30 days, following receipt of a written request from any person, to that person, particulars identifying - <ul style="list-style-type: none"> (i) the Manufacturer of the Product; or (ii) the supplier of the Product to you; in respect of any Product sold or supplied by you to that person; and (b) retain proof that the person received notification in writing within the 30 day period. |
| (10) Waiver of Subrogation | <ul style="list-style-type: none"> (a) We will not exercise our rights of subrogation under Section 3 against - <ul style="list-style-type: none"> (i) any corporation, the majority of whose capital stock is owned or controlled by you; (ii) any corporation, firm, or individual who owns or controls the majority of your capital stock; or (iii) any corporation, firm, or individual to which, or to whom, protection is afforded under Section 3. (b) We will however exercise our rights of subrogation if such corporation, firm, or individual is protected from such loss by any other insurance, but only to the extent and up to the Sum Insured/Limit of Liability of the other insurance. |

Also refer to the General Conditions in Section 7.

Section 4 - Domestic House and Contents

Introduction

- (1) Cover provided by this Section differs from the prescribed policy for domestic house and contents contained in the Insurance Contracts Regulations.
- (2) The differences, which reduce cover, are printed in *italics*.

4.1 Definitions

The intended meaning of some of the important words used in Section 4 only, are shown below.

| Word | Meaning |
|-------------------------------|--|
| <p>“Contents”</p> | <p>Any of the following items owned by you, or by a member of your family ordinarily residing with you, or for which you are legally responsible and while in the Home Building or at the Premises -</p> <ul style="list-style-type: none"> (a) furniture and furnishings; (b) floor rugs, carpets, and vinyls, whether fixed or unfixed; (c) household goods and garden equipment; (d) clothing, personal belongings, sporting, recreational, and hobby equipment; (e) curtains and internal blinds; (f) above ground swimming pools, spas, and saunas that are not permanently fixed; (g) accessories or spare parts to a Motor Vehicle, Aircraft, or Watercraft but only while not attached to a Motor Vehicle, Aircraft, or Watercraft; (h) money, negotiable instruments, or bullion; (i) tools of trade, furniture, computer, and office equipment used in connection with your business or occupation operating from your Home Building; (j) equipment or tools used in a business or occupation; (k) pictures, works of art, curios, documents, furs, musical instruments, watches, jewellery, unset precious stones, gold, and silver articles, and collections of any kind; (l) audio and video recordings including CDs, laser discs, and DVDs; (m) computers and associated equipment including printers, scanners, and software; (n) specified items which are separately specified in the Certificate of Insurance; and (o) if you are a tenant in the Home Building, fixtures that are not landlord’s fixtures; but not including - (p) any item included under the definition of Home Building in Section 4.1; (q) landscaping, trees, plants, or shrubs in the ground; (r) birds, animals, or fish; or (s) Motor Vehicles, Aircraft, or Watercraft including accessories attached to them. |
| <p>“Home Building”</p> | <p>The buildings at the Premises used principally and primarily as a place of residence or for the provision of rental accommodation including -</p> <ul style="list-style-type: none"> (a) offices and surgeries; (b) outbuildings, fixtures, and structural improvements used for domestic purposes; (c) services, whether underground or not, for which you are legally responsible; (d) retaining walls, fences, and gates; (e) cemented, bitumen, or asphalted paths or driveways, terraces, wells, bores, and pergolas; (f) permanently fixed spas, saunas, barbeques, clothes lines, room heaters, stoves, air conditioners, fans, light fittings, hot water services, in ground swimming pools, water tanks, and stands; (g) exterior blinds and awnings; (h) built in furniture; (i) meter boxes, television aerials, radio aerials and their masts and fittings; and (j) fixed wall, ceiling, and floor coverings; but not including - (k) carpets, vinyls, or floor rugs whether fixed or not; (l) trees, plants, shrubs, or landscaping; (m) a building used as a hotel, motel, or boarding house; (n) a building that is in the course of construction; (o) a temporary building or structure; or (p) a caravan, whether fixed to the Premises or not. |

Section 4 - Domestic House and Contents (continued)

4.1 Definitions (continued)

| Word | Meaning |
|-----------------|--|
| “Motor Vehicle” | A vehicle powered by other than animal power that is designed to travel by road, tracks, or cross country, including a trailer or caravan. |
| “Open Air” | Any place within - (a) the Premises that are not within an entirely walled and roofed building capable of being locked; or (b) any Motor Vehicle or Watercraft at the Premises whether locked or not. |
| “Premises” | The land specified in the Certificate of Insurance on which the Home Building or Contents are situated. |
| “Watercraft” | Any vessel, craft, or thing made or intended to float on, or in, or travel through water, including a hovercraft but not including - (a) a surfboard less than three metres in length; (b) a surf mat; (c) water skis; or (d) a permanently moored pontoon. |

Also refer to the General Definitions which are applicable to Section 4.

4.2 Defined Events

If your Certificate of Insurance indicates that you have taken out insurance under Section 4, **we insure** you against loss, destruction, or damage occurring to the Home Building or Contents, by one or more of the Defined Events listed below, during the Period of Insurance **except** as stated under **We Will Not Pay**.

| Defined Event | We Will Not Pay |
|--|--|
| | Refer also to the Specific Exclusions in Section 4.5 and the General Exclusions in Section 6 |
| (1) Fire or Explosion | We will not pay for loss, destruction, or damage - (a) where the Home Building is unoccupied at the time of the loss, destruction, or damage and had been unoccupied for a continuous period of 90 days or more; (b) to the Property, where the Property is undergoing any process involving the application of heat; or (c) <i>caused by the Property’s own spontaneous combustion.</i> |
| (2) Lightning or Thunderbolt | <i>We will not pay for loss, destruction, or damage unless caused by a direct strike to the Premises or their immediate vicinity.</i> |
| (3) Earthquake, including Volcanic Eruption | We will not pay the <i>first \$1,000</i> for loss, destruction, or damage to the Home Building or Contents occurring during <i>any period of 48</i> consecutive hours. |
| (4) Storm or Rainwater | We will not pay - (a) <i>more than \$1, 000 for loss, destruction, or damage to Contents while in the Open Air;</i> (b) for loss, destruction, or damage caused by - (i) <i>water entering through any opening not made by the storm, except</i> water entering from the overflowing of a road drain, street gutter, or other drainage system external to the Premises; (ii) <i>water or wind entering the Home Building as a result of structural defects, faulty design, faulty work, or lack of proper maintenance to the Home Building;</i> (iii) <i>water or wind entering the Home Building through an open window or door;</i> (iv) <i>action of the sea or high water;</i> (v) <i>erosion, landslide, subsidence, or any earth movement; or</i> (vi) <i>the effects of a named cyclone occurring within 48 hours from 4.00pm on the day insurance under Section 4 was requested; or</i> (c) for loss, destruction, or damage <i>to glasshouses.</i> |

Section 4 - Domestic House and Contents (continued)

4.2 Defined Events (continued)

| Defined Event | We Will Not Pay Refer also to the Specific Exclusions in Section 4.5 and the General Exclusions in Section 6 |
|---|---|
| (5) Malicious Acts | We will not pay for loss, destruction, or damage - (a) caused by a tenant, a boarder, a person usually living in the Home Building or a <i>person lawfully at the Premises</i> ; or (b) where the Home Building is unoccupied at the time of the loss, destruction, or damage and had been unoccupied for a continuous period of 90 days or more. |
| (6) Theft, Burglary, or Housebreaking (actual or attempted) | (a) We will not pay more than - (i) <i>\$1,000 for theft of Contents while in the Open Air; or</i> (ii) <i>\$250 for theft or \$500 for burglary/housebreaking, of money, negotiable instruments, or bullion.</i> (b) We will not pay for loss, destruction, or damage - (i) caused by a tenant, a boarder, a person usually living in the Home Building, or a <i>person lawfully at the Premises</i> ; or (ii) where the Home Building is unoccupied at the time of the loss, destruction, or damage and had been unoccupied for a continuous period of 90 days or more. |
| (7) Escape of Liquid as a result of bursting, leaking, discharging, or overflowing of fixed domestic apparatus, tanks, or pipes | We will not pay for loss, destruction, or damage - (a) to the fixed domestic apparatus, tank, or pipe itself; or (b) <i>caused by the escape of water from any shower alcove or recess.</i> |
| (8) Riot and Civil Commotion | |
| (9) Impact by Animals | We will not pay for loss, destruction, or damage caused by an animal kept at the Premises. |
| (10) Impact by a falling tree or branch, or mast or aerial | We will not pay for - (a) loss, destruction, or damage caused - (i) by felling or lopping trees by you or for you; or (ii) to the mast or aerial; or (b) <i>the cost of removing the tree or part of the tree, except</i> those parts needing to be removed in order to repair the loss, destruction, or damage. |
| (11) Impact by - (a) Motor Vehicle or Watercraft; (b) Aircraft or debris falling from an Aircraft, rocket, or satellite; or (c) space debris | |

Section 4 - Domestic House and Contents (continued)

4.2 Defined Events (continued)

| Defined Event | We Will Not Pay |
|---|---|
| | Refer also to the Specific Exclusions in Section 4.5 and the General Exclusions in Section 6 |
| (12) Breakage of fixed glass, ceramic cooktop, shower base, spa, bath, basin, sink, toilet, or cistern | <p>(a) We will not pay for loss, destruction, or damage -</p> <ul style="list-style-type: none"> (i) <i>caused to glass forming part of a glasshouse;</i> (ii) where the breakage does not extend through the entire thickness of the item damaged; (iii) to glass in radios, clocks, television sets, computers, or picture frames; (iv) to glass or mirrors <i>ordinarily carried by hand;</i> (v) <i>to vases, ornaments, or table lamps; or</i> (vi) where the Home Building is unoccupied at the time of the loss, destruction, or damage and had been unoccupied for a continuous period of 90 days or more. <p>(b) We will not pay for chipping, scratching, or breaking of china, marble, composite material, or earthenware.</p> |
| (13) Fusion , being the burning out by electric current of a motor in an electrical machine or apparatus forming part of the Home Building or Contents | <p>We will not pay for loss, destruction, or damage -</p> <ul style="list-style-type: none"> (a) to mechanical parts including bearings, brushes, or switches of any description; (b) to lighting or heating elements, fuses, or protective devices; (c) to radios, televisions, video cassette recorders, CD players, DVD players or recorders, microwave ovens computers, visual display terminals, rectifiers, amplifying equipment, or electronic equipment of any description; or (d) caused by other mechanical, electrical, or electronic breakdown, malfunction or failure. |

4.3 Settlement

If you have a valid claim under Section 4, **we will pay** for, or at our option and as far as circumstances permit and in a reasonably sufficient manner reinstate, replace, or repair the Home Building or Contents, on the basis set out below.

| Settlement Basis | |
|--|---|
| (1) General Home Building | We will Reinstate the Home Building following loss, destruction, or damage. |
| (2) General Contents | We will Reinstate the Contents following loss, destruction, or damage. |
| (3) Fusion | <p>We will pay for the repair of the item but you must pay a contribution towards the cost of parts and materials for repair of the electrical motor in accordance with the following scale -</p> <ul style="list-style-type: none"> (a) Property under 3 years from new - Nil (b) Property 3 years old - 20% plus for each year after the 3 years - 10% up to a maximum contribution of 70% |
| (4) Floor Coverings or Curtains | For fixed wall, ceiling, or floor coverings or carpets, internal blinds or curtains, we will only pay for repairing or replacing the item, in the room in which the loss, destruction, or damage occurred. |
| (5) Escape of Liquids | <p>We will pay -</p> <ul style="list-style-type: none"> (a) for damage to the Home Building and Contents; and (b) the reasonable and necessary cost incurred in locating the source of the damage in the Home Building including rectification of paths or driveways, immediately surrounding and adjoining the Home Building, if damaged while locating the cause. |
| (6) Sets or Pairs of Items | Where you make a claim in relation to an item which forms part of a pair, suite, or set - <ul style="list-style-type: none"> (a) we will pay the value of that one item; and (b) we will not compensate you for a reduction in the value of the pair, suite, or set. |

Section 4 - Domestic House and Contents (continued)

4.3 Settlement (continued)

| Settlement Basis | |
|---|---|
| (7) Accessories or Spare Parts | We will pay up to \$250 in total for loss, destruction, or damage to accessories or spare parts to a Motor Vehicle, Aircraft, or Watercraft while at the Premises but not while attached to a Motor Vehicle, Aircraft, or Watercraft. |
| (8) Money, Bullion, or Negotiable Instruments | We will pay up to \$500 in total for loss, destruction, or damage to money, negotiable instruments, or bullion, except where the loss, destruction, or damage is caused by theft when we will pay up to \$250 . |
| (9) Equipment or Tools | We will pay up to \$1,000 in total for equipment or tools at the Premises and used in a business or occupation other than a business or occupation carried on in the Home Building. |
| (10) Works of Art, Jewellery, or Collections of any kind | We will pay up to - (a) \$1,000 per item; or (b) \$5,000 in total for all items; for loss, destruction, or damage to pictures, works of art, curios, documents, furs, musical instruments, watches, jewellery, unset precious stones, gold or silver articles, or coin, stamp or other collections of any kind, unless separately specified in the Certificate of Insurance. |
| (11) Audio or Video Recordings | We will pay up to \$2,500 in total for loss, destruction, or damage to audio or video recordings including CDs, laser discs, and DVDs, unless separately specified in the Certificate of Insurance. |
| (12) Unavailability of Materials or Parts | We will match the existing materials or parts, however if the exact materials or parts are not available locally - (a) we will not pay for - (i) any increased cost you may incur; or (ii) any freight where materials or parts are imported into Australia; and (b) we will pay the last known cost of the existing materials or parts. |
| (13) Cash Settlement | (a) If we elect to cash settle for any item, we will pay the amount it will cost us to repair or replace that item. (b) If you do not want us to repair or replace an item, we will cash settle for the amount you would have received for that item from a licensed second hand dealer. |
| (14) Our Limit of Liability | Our liability is limited to the Sum Insured, less the stated Excess. |
| (15) Automatic Reinstatement of the Sum Insured | Following the occurrence of loss, destruction, or damage, the Sum Insured is reinstated to the full amount specified in the Certificate of Insurance. You do not have to pay any extra Premium for the remainder of the Period of Insurance. |
| (16) Under Insurance | If your Property is insured for less than 80% of its Reinstatement value at the time the insurance under this Section was taken out, renewed, extended, or varied we will only pay that portion of the claim which the Sum Insured bears to 80% of that value, in accordance with the formula - $\frac{\text{Loss} \times \text{the Sum Insured}}{80\% \text{ of the value of the Property}}$ <p>Example - Where the Property is valued at \$200,000 but only insured for \$100,000 and a loss of \$50,000 occurs, we will pay $\frac{\\$50,000 \times \\$100,000}{(80\% \text{ of } \\$200,000)} = \\$31,250$ We will not pay \$18,750.</p> |

Section 4 - Domestic House and Contents (continued)

4.4 Additional Benefits

- (1) If you have a valid claim under Section 4 for loss, destruction, or damage to the Home Building, **we will** also insure you for the following Additional Benefits. **You must** obtain our written consent prior to any of the costs being incurred.

| Additional Benefit | Limits to Additional Benefits, not in addition to the Sum Insured |
|------------------------|---|
| (a) Professional Fees | We will pay for the cost of architects, consultants, or surveyors engaged in relation to the repair or replacement of the Home Building. |
| (b) Mortgage Discharge | We will pay all costs associated with the discharge of a mortgage following settlement of a claim for total loss. |

- (2) If you are insured under Section 4 for loss, destruction, or damage to the Home Building, **we will** extend your insurance to include the following Additional Benefit.

| Additional Benefit | Limits to Additional Benefits, not in addition to the Sum Insured |
|--------------------------------------|---|
| (a) Landlord's Fixtures and Fittings | We will pay up to 10% of the Home Building Sum Insured or \$10,000, <u>whichever is the lesser</u> , for loss, destruction, or damage to your fixtures, fittings, furnishings, or carpets which are in your Home Building for use by your tenants. |

- (3) If you are insured under Section 4 for loss, destruction, or damage to Contents **we will** extend your insurance to include the following Additional Benefits. **You must** obtain our written consent prior to any of the costs being incurred.

| Additional Benefit | Limits to Additional Benefits, not in addition to the Sum Insured unless otherwise stated |
|---|---|
| (a) Refrigerated Foods | We will pay up to a total of \$1,000 for the cost of replacing refrigerated foods which have become inedible as a consequence of mechanical or electrical breakdown of the refrigerator or freezer unit. |
| (b) Credit Cards | We will pay up to a total of \$1,000 irrespective of the number of credit cards used, for the liability you incurred as a result of the unauthorised use of a credit card issued to you provided that - (i) you complied with all the conditions that apply in relation to each credit card; and (ii) the unauthorised use was not by a member of your family or by a person ordinarily residing with you. |
| (c) Non-paying Visitors' and Guests' Contents | (i) We will pay , irrespective of the number of visitors or guests, up to a total of \$500 <u>in addition to the Sum Insured</u> for uninsured visitors' and guests' contents, other than money while in the Home Building. (ii) We will not pay for contents belonging to paying guests. |
| (d) Contents while Temporarily Removed | (i) We will pay up to 20% of the Sum Insured on Contents, for loss, destruction, or damage to Contents while temporarily removed from the Premises to anywhere in the Commonwealth of Australia for a period of up to 90 days . (ii) We will not pay for - (A) loss, destruction, or damage while in transit or while within any furniture store or salesroom; or (B) theft, unless the theft results from violent and forcible entry into a building. |
| (e) Students' Contents | (i) We will pay up to \$2,000 any one event, unless separately specified in the Certificate of Insurance, for loss destruction or damage to Contents - (A) belonging to your children who ordinarily reside with you but are currently attending boarding school, college, or university on a full time basis, and (B) while the students' Contents are located in their living area being in a residential area of a boarding school, college, or university. (ii) We will not pay for theft, unless the theft results from violent and forcible entry into a building. |
| (f) Trees, Plants, or Shrubs | We will pay up to \$150 any one item to a maximum of \$500 during the Period of Insurance for trees, plants, or shrubs lost, destroyed, or damaged as a result of - (i) Fire or Explosion in Section 4.2(1); or (ii) Theft, Burglary, or Housebreaking in Section 4.2(6). |

Section 4 - Domestic House and Contents (continued)

4.4 Additional Benefits (continued)

- (4) If you have a valid claim under Section 4.2 for loss, destruction or damage to the Home Building and/or Contents, **we will** also insure you for the following Additional Benefits. **You must** obtain our written consent prior to any of the costs being incurred.

| Additional Benefit | Limits to Additional Benefits, not in addition to the Sum Insured unless otherwise stated |
|---|--|
| (a) Emergency Accommodation and Loss of Rent | If the Home Building becomes unfit to live in, <u>in addition to the Sum Insured we will</u> cover you for the necessary and reasonable cost of - (i) Emergency accommodation, if you lived in the Home Building; or (ii) Loss or rent, if you had a tenant in the Home Building, up to a maximum of 12 months ; or 10% of the Home Building Sum Insured, whichever is lower. |
| (b) Extra Costs | We will pay for the reasonable incurred cost of temporary protection, demolition, and removal and disposal of debris. |
| (c) Replacing Locks or Barrels | We will pay up to a total of \$500 for the cost of recoding and if necessary, replacing locks or barrels if the keys to external door or window locks are stolen. |

4.5 Specific Exclusions

We do not insure you under Section 4, for the following circumstances.

| Excluded Circumstances | |
|---------------------------------------|---|
| (1) Wear and Tear | We will not pay for loss, destruction, or damage caused directly or indirectly by gradual deterioration, wear, tear, depreciation, rust, corrosion, <i>wet rot, dry rot, mould, or mildew</i> . |
| (2) Defective Work or Material | We will not pay for loss, destruction, or damage caused directly or indirectly by <i>defective work or materials</i> . |
| (3) Error in Design | We will not pay for loss, destruction, or damage caused directly or indirectly by fault, defect, error, or omission in design, plan, or specification. |
| (4) Insects, Vermin, or Birds | We will not pay for loss, destruction, or damage caused directly or indirectly by insects, vermin, <i>or birds</i> . |
| (5) Alterations or Repairs | We will not pay for loss, destruction, or damage caused directly or indirectly by <i>alterations, additions, or repairs to the Home Building valued at more than \$20,000 at the time of commencement of such work</i> . |
| (6) Lawful Seizure | We will not pay for loss, destruction, or damage caused directly or indirectly by the lawful seizure, confiscation, nationalisation, or requisition of the Property. |
| (7) Flood | We will not pay for loss, destruction, or damage caused directly or indirectly <i>by Flood</i> . |

Also refer to the General Exclusions in Section 6 which are applicable to Section 4.

4.6 Specific Condition

If you elect to be insured under Section 4 of this policy, **you must** follow the specific condition noted below otherwise **we may** deny any liability to pay any claim under Section 4.

| Specific Condition | |
|---------------------------|---|
| (1) Unoccupancy | You must advise us prior to leaving the Home Building unoccupied for a period of 90 days or more. |

Also refer to the General Conditions in Section 7.

4.7 Optional Covers

If selected by you and specified in the Certificate of Insurance, the Optional Cover as indicated below will apply.

| Details of Cover | |
|--|--|
| (1) Accidental Damage | <p>(a) We insure you against the Property being unintentionally and unexpectedly lost, destroyed, or damaged during the Period of Insurance by the additional Defined Event - Accidental Damage.</p> <p>(b) We will not pay for loss, destruction, or damage caused by or resulting from -</p> <ul style="list-style-type: none"> (i) alterations, additions, or repairs to the Home Building; (ii) atmospheric or climatic conditions; (iii) the action of light; (iv) shrinkage; (v) contamination; (vi) inherent vice or latent defect; (vii) adjusting, servicing, or repairing operations; (viii) scratching or marring; (ix) incorrect siting of the Home Building; (x) settling, seepage, creeping, heaving, vibration, shrinkage, or expansion of the Home Building; (xi) mechanical, electrical, or electronic breakdown, failure, or malfunction; (xii) Computer Virus; (xiii) any process of cleaning involving the application of chemicals; (xiv) explosion or bursting of firearm barrels; (xv) the actions of domestic pets; (xvi) developing flaws; (xvii) fraudulent or dishonest acts; (xviii) smoke, smut, sludge, or chemicals from industrial or agricultural operations except for sudden and unforeseen damage resulting therefrom; (xix) dust, sand, mud, or smog except for sudden and unforeseen damage resulting therefrom; (xx) Flood; or (xxi) any of the Defined Events in Section 4.2 or Additional Benefits in Section 4.4. <p>(c) We will not pay for loss, destruction, or damage to -</p> <ul style="list-style-type: none"> (i) sporting equipment while in use; (ii) data media; (iii) any Property in the Open Air; (iv) money, negotiable instruments, or bullion; (v) contact lenses, spectacles, or sunglasses; or (vi) hearing aids or dentures. |
| (2) Unspecified Personal Property | <p>(a) We will pay up to the amount specified in the Certificate of Insurance for loss, destruction, or damage, occurring anywhere in the Commonwealth of Australia during the Period of Insurance, to -</p> <ul style="list-style-type: none"> (i) jewellery, watches, gold, and silver articles; (ii) television sets, video and audio equipment including CD and DVD players and recorders; (iii) pocket calculators; (iv) photographic equipment, movie or video cameras, projectors, binoculars, telescopes, or microscopes; (v) sporting equipment while not in use; (vi) pictures, paintings, and prints; (vii) furs; or (viii) personal effects being items of clothing and personal belongings normally worn or carried by people but not including sporting equipment, guns, goods used for your business or trade, personal money, or credit cards. |

4.7 Optional Covers (continued)

| Details of Cover | |
|--|--|
| (2) Unspecified Personal Property (continued) | <p>(b) If you have a valid claim we will at our option, either repair or replace the Property, or pay up to -</p> <ul style="list-style-type: none"> (i) the amount it will cost us to repair or replace the Property; or (ii) the amount specified in the Certificate of Insurance for that Property; <u>whichever is the lesser.</u> <p>(c) Our liability is limited to the Sum Insured, less the stated Excess.</p> <p>(d) Where you make a claim in relation to an item which forms part of a pair, suite, or set we will -</p> <ul style="list-style-type: none"> (i) pay the value of that one item; and (ii) not compensate you for a reduction in the value of the pair, suite, or set. <p>(e) We will not pay for loss, destruction, or damage arising from or in connection with -</p> <ul style="list-style-type: none"> (i) any process of cleaning, repairing, restoring, or renovating the Property; (ii) the action of light or atmospheric conditions; (iii) mechanical, electrical, or electronic breakdown, malfunction, or failure; or (iv) cracking, scratching, or breaking of china, marble, plastics, earthenware, or glass other than lenses. |
| (3) Specified Personal Property | <p>(a) We will pay up to the amount specified in the Certificate of Insurance for loss, destruction, or damage, occurring anywhere in the Commonwealth of Australia during the Period of Insurance, to personal property specified in the Certificate of Insurance.</p> <p>(b) If you have a valid claim we will at our option, either repair or replace the Property, or pay up to -</p> <ul style="list-style-type: none"> (i) the amount it will cost us to repair or replace the Property; or (ii) the amount specified in the Certificate of Insurance for that Property; <u>whichever is the lesser.</u> <p>(c) Our liability is limited to the Sum Insured, less the stated Excess.</p> <p>(d) Where you make a claim in relation to an item which forms part of a pair, suite, or set we will -</p> <ul style="list-style-type: none"> (i) pay the value of that one item; and (ii) not compensate you for a reduction in the value of the pair, suite, or set. <p>(e) We will not pay for loss, destruction, or damage arising from or in connection with -</p> <ul style="list-style-type: none"> (i) any process of cleaning, repairing, restoring, or renovating the Property; (ii) the action of light or atmospheric conditions; (iii) mechanical, electrical, or electronic breakdown, malfunction, or failure; or (iv) cracking, scratching, or breaking of china, marble, plastics, earthenware, or glass other than lenses. <p>(f) We will not pay for loss, destruction, or damage to -</p> <ul style="list-style-type: none"> (i) Motor Vehicles, Aircraft, or Watercraft, or their accessories; (ii) fishing equipment, firearms, sporting equipment, or musical instruments while they are actually being used; (iii) photographic film, audio or video cassettes or tapes including CDs or DVDs; (iv) spectacles, contact or corneal lenses, resulting from you engaging in any form of body contact sport, swimming, or any water related activity; or (v) camping equipment and accessories, unless caused by fire, explosion, lightning, theft, or storm. |

Section 5 - Motor Vehicles

Introduction

- (1) Cover provided by this Section differs from the prescribed policy for motor vehicle insurance contained in the Insurance Contracts Regulations.
- (2) The differences, which reduce cover, are printed in *italics*.

5.1 Definitions

The intended meaning of some of the important words used in Section 5 only, are shown below.

| Word | Meaning |
|--------------------|---|
| “Accessories” | <p>(a) Equipment specifically manufactured and designed for a vehicle and fitted to the Vehicle as additional equipment, including -</p> <ul style="list-style-type: none"> (i) stereo, cassette, and compact disc players; (ii) air conditioning units; (iii) alarms and other security devices; or (iv) radio receivers and citizen band radio service equipment; <p>but not including -</p> <ul style="list-style-type: none"> (v) <i>performance modification equipment</i>; or (vi) radar detection equipment; and <p>(b) artwork or sign-writing, gates, tarpaulins, chains, ropes, and winches while attached to the Vehicle.</p> |
| “Agreed Value” | The value specified in the Certificate of Insurance for a sedan, station wagon, van, or utility with a carrying capacity of less than 2 tonnes. |
| “Market Value” | The cost to buy a vehicle of the same age, condition, model and make as the Vehicle, as assessed by us. |
| “Personal Effects” | <p>Items of clothing and personal belongings normally worn or carried by a person but not including -</p> <ul style="list-style-type: none"> (a) firearms, sporting, or photographic equipment; (b) mobile phones, musical instruments, or computers; (c) cheques, money, credit cards, negotiable instruments; or (d) jewellery, watches, or furs. |
| “Total Loss” | <p>When -</p> <ul style="list-style-type: none"> (a) the likely cost to repair the Vehicle plus the value of any salvage exceeds the Market Value; or (b) the Vehicle is stolen and not recovered within a reasonable period of time as determined by us. |
| “Tool of Trade” | <p>A Vehicle equipped with a tool, implement, or device for -</p> <ul style="list-style-type: none"> (a) digging, scraping, grading, drilling, or levelling; or (b) lifting, lowering, or supporting any object or person. |
| “Vehicle” | Any <i>mechanically propelled</i> vehicle designed for use on land only, including a motor car, motor cycle, goods carrying vehicle, trailer, caravan, mobile plant and equipment, tractor, self propelled agricultural machine, or other vehicle, specified in the Certificate of Insurance and their Accessories. |

Also refer to the General Definitions which are applicable to Section 5.

Section 5 - Motor Vehicles (continued)

5.2 Defined Events

If your Certificate of Insurance indicates that you have taken out insurance under Section 5, **we insure** you against each of the Defined Events listed below occurring during the Period of Insurance within the Commonwealth of Australia **except** as stated under **We Will Not Pay**.

| Defined Event | We Will Not Pay Refer also to the Specific Exclusions in Section 5.5 and the General Exclusions in Section 6 |
|---|--|
| <p>(1) Loss, destruction, or damage to the Vehicle caused by Accident, Fire, or Theft</p> | <p>We will not pay for -</p> <ul style="list-style-type: none"> (a) gradual deterioration or depreciation; (b) wear and tear, rust, or corrosion; (c) structural, mechanical, electrical, or electronic breakdown, malfunction or failure; (d) the tyres of the Vehicle being damaged by application of brakes, or by road punctures, cuts, or bursts; (e) loss of use of the Vehicle; or (f) loss by Theft during or after a Fire or Accident unless and until steps have been taken to ensure the safety of the Vehicle. |
| <p>(2) The incurring of a Legal Liability to pay compensation or damages for property damage or personal injury caused -</p> <ul style="list-style-type: none"> • by the use of the Vehicle; • by goods falling from or being carried by the Vehicle; or • during loading or unloading of the Vehicle | <ul style="list-style-type: none"> (a) We will not pay for any liability caused by, arising out of, or in connection with - <ul style="list-style-type: none"> (i) any contract, warranty, or agreement unless such liability would have attached to you without the contract, warranty, or agreement; (ii) the use of any unregistered or unlicensed Vehicle owned by you or in your custody or control; (iii) the use of the Vehicle as a Tool of Trade except as provided in Section 5.4(2)(g); (iv) delivery to or collection from the Vehicle; or (v) the commercial transportation of Hazardous Goods except as provided in Section 5.3(2)(d). (b) We will not pay for any liability - <ul style="list-style-type: none"> (i) to any member of your family or to any person ordinarily residing with you or with whom you ordinarily reside; (ii) in respect of which you are, or any person is, required by law to have in force at the time such liability is incurred, a policy of insurance; (iii) in respect of which insurance is required by virtue of any statutory workers compensation scheme; or (iv) for Removal of Debris except as provided in Section 5.3(2)(c). (c) We will not pay for - <ul style="list-style-type: none"> (i) property belonging to you or in your custody or control; (ii) fines or penalties; or (iii) punitive, exemplary, or aggravated damages. |

Section 5 - Motor Vehicles (continued)

5.3 Settlement

- (1) If you have a valid claim for loss, destruction, or damage to the Vehicle under Section 5.2(1), **we will** settle your claim on the basis set out below.

| Settlement Basis | |
|---|--|
| (a) Repair | <p>(i) We will either repair or replace the Vehicle, or at our option, make a cash payment equivalent to the cost of repairing or replacing the Vehicle.</p> <p>(ii) If the Vehicle can be repaired, we will advise you of a suitable repairer/s or repair centre. If the Vehicle is not driveable, we can arrange for it to be towed there. You may choose to have the Vehicle repaired at another repairer not nominated by us. In this instance we decide whether we will -</p> <p>(A) pay you what it would have cost us to repair the Vehicle at one of our nominated repairers;</p> <p>(B) pay you the fair and reasonable cost to repair the Vehicle at your nominated repairer; or</p> <p>(C) authorise the fair and reasonable cost of repairs at your nominated repairer.</p> <p>(iii) If the Vehicle is repaired to a better condition than it was in before the loss, destruction, or damage, you may be required to contribute to the cost of the repairs and your contribution will be based on the increased value of the Vehicle.</p> |
| (b) Cost of Parts | <p>We will not pay for the cost of -</p> <p>(i) <i>spare parts (whether available within the Commonwealth of Australia or not) in excess of manufacturer's last issued catalogue or price list for use in the Commonwealth of Australia;</i></p> <p>(ii) <i>air freight of parts; or</i></p> <p>(iii) <i>fabrication of parts.</i></p> |
| (c) Total Loss | <p>Where we have settled the claim as a Total Loss and you have been indemnified -</p> <p>(i) the wreckage becomes our property;</p> <p>(ii) any proceeds of any salvage sale becomes ours; and</p> <p>(iii) the insurance on that Vehicle terminates and no refund of Premium applies.</p> |
| (d) Our Limit of Liability | <p>Our liability is limited to the Sum Insured, or the Market Value of the Vehicle at the time of loss, destruction, or damage <u>whichever is the lesser</u>, less the stated Excess.</p> |
| (e) Limit of Liability for Vehicles less than 2 Tonnes | <p>If the Vehicle is a sedan, station wagon, van, or utility with a carrying capacity of less than 2 tonnes, our liability is limited to the Agreed Value, less the stated Excess.</p> |
| (f) Excess | <p>All applicable Excesses are cumulative.</p> |
| (g) New Vehicle | <p>If the Vehicle is -</p> <p>(i) a sedan, station wagon, van, or utility with a carrying capacity of less than 2 tonnes;</p> <p>(ii) less than 12 months old from original registration; and</p> <p>(iii) a Total Loss;</p> <p>you may elect to have us replace the Vehicle with a brand new vehicle of a similar make and model including Accessories, subject to local availability.</p> |
| (h) Towing | <p>Following loss, destruction, or damage we will pay, in addition to the Sum Insured, the reasonable cost of protection and removal of the Vehicle to a suitable repairer, repair centre, or place of safety we authorise.</p> |

Section 5 - Motor Vehicles (continued)

5.3 Settlement (continued)

- (2) If you have a valid claim for the incurring of a Legal Liability under Section 5.2(2), **we will pay** for the liability incurred on the basis set out below.

| Settlement Basis | |
|-----------------------------------|---|
| (a) Our Limit of Liability | <p>We will pay up to a total of \$20,000,000 -</p> <ul style="list-style-type: none"> (i) in relation to any one accident or series of accidents arising out of the one event; and (ii) including all your legal costs and expenses incurred with our written consent or recoverable from you by a claimant; less any stated Excess. |
| (b) Legal Expenses | <ul style="list-style-type: none"> (i) We will pay for all legal expenses incurred with our written consent in defending any court proceeding arising from a claim for which cover is provided by Section 5.2. (ii) We will not pay for legal expenses incurred by your failure to notify us immediately on receipt of any letter, notice of claim, writ, summons, or process. |
| (c) Removal of Debris | <p>We will pay up to \$5,000, in addition to the Limit of Liability, for the cost of removal and disposal of any debris resulting from -</p> <ul style="list-style-type: none"> (i) <i>goods falling from the Vehicle; or</i> (ii) <i>the spillage, escape, or explosion of goods being carried by the Vehicle.</i> |
| (d) Hazardous Goods | <p>We will pay up to \$25,000 for all claims arising out of any accident involving the commercial transportation of -</p> <ul style="list-style-type: none"> (i) any substances which form explosive mixtures with organic and other readily oxidisable materials; or (ii) petroleum products, toxic chemicals, corrosive acids, inflammable liquids, gases, explosives, or inflammable substances having a closed cup flashpoint below 22.7° Celsius; <p>provided that the transportation complies with The Australian Code for the Transport of Dangerous Goods by Road and Rail.</p> |

Section 5 - Motor Vehicles (continued)

5.4 Additional Benefits

- (1) If you are insured for loss, destruction, or damage to the Vehicle under Section 5.2(1), **we will** extend your insurance to include the following Additional Benefits.

| Additional Benefit | Limits to Additional Benefits, not in addition to the Sum Insured unless otherwise stated |
|--|---|
| (a) Taxi Fare | We will pay up to \$50 in addition to the Sum Insured, for the cost of a taxi fare paid by you for transport from the scene of the Accident where the Vehicle is damaged and requires towing, provided that you - (i) provide us with a receipt; and (ii) have a valid claim under Section 5.2(1). |
| (b) Return of Vehicle | Where the Vehicle is stolen and recovered, we will pay the necessary costs involved in having the Vehicle returned to the place it is normally garaged. |
| (c) Use of Trailers | We will pay up to \$500 in addition to the Sum Insured, for loss, destruction, or damage to any two or four wheel trailer, other than a caravan, while it is attached to the Vehicle. |
| (d) Approved Security Device | You will not lose your No Claim Bonus applicable to the Vehicle nor will you have to pay any Excess following the Theft or attempted Theft of the Vehicle, if - (i) the Vehicle is fitted with a security device approved by us; and (ii) the device was armed and operable at the time of the Theft or attempted Theft. |
| (e) No Blame Bonus Concession | You will not lose the No Claim Bonus applicable to the Vehicle, if the Vehicle is involved in an accident where - (i) another person was entirely at fault; and (ii) you can identify and provide the name and address of that person. |
| (f) Personal Effects | (i) We will pay up to \$250 in addition to the Sum Insured, for loss, destruction, or damage to Personal Effects belonging to you or your employees, if - (A) lost, destroyed, or damaged in an accident involving the Vehicle; or (B) stolen from your securely locked Vehicle. (ii) We will not apply any Excess for a claim for Personal Effects only. |
| (g) Death Benefit | (i) We will pay you \$4,000 in addition to the Sum Insured, in the event of the death of the driver of the Vehicle - (A) arising out of an accident involving the Vehicle; and (B) occurring within 12 calendar months from the date of the accident. (ii) We will not apply any Excess for a claim for death benefit only. |
| (h) Windscreen and Window Glass | (i) We will pay for broken windscreen glass or window glass, without the loss of the No Claim Bonus applicable to the Vehicle. (ii) We will not apply any Excess for a claim for broken windscreen glass or window glass only. |
| (i) Hire of Vehicle following Theft | (i) We will pay up to \$1,000 in addition to the Sum Insured following Theft of the Vehicle for the cost of hiring a similar vehicle for a period - (A) up to a maximum of 14 days; or (B) up to the date of recovery of the Vehicle, whichever is the shortest period of time. (ii) We will pay up to \$2,000 in total for any excess you are required to pay, and the amount of security bond forfeited under a hire car agreement if - (A) we have agreed to pay the cost of the hire car; (B) the excess or security bond is payable as a result of loss or damage to the hire car or loss or damage caused by the hire car during the hire period we cover. |
| (j) Maximum No Claim Bonus Protection | You are entitled to make one claim each Period of Insurance without losing the No Claim Bonus if the Vehicle - (i) has a carrying capacity of less than 2 tonnes; and (ii) is receiving our maximum No Claim Bonus discount. |

Section 5 - Motor Vehicles (continued)

5.4 Additional Benefits (continued)

| Additional Benefit | Limits to Additional Benefits, not in addition to the Sum Insured unless otherwise stated |
|----------------------------|--|
| (k) No Fault Excess | <p>(i) If your Vehicle is a sedan, station wagon, van, or utility with a carrying capacity of less than 2 tonnes, you will not be required to pay an Excess for a claim, provided that -</p> <p>(A) the driver of another vehicle was entirely at fault;</p> <p>(B) you can identify and supply the name and address of that driver and the registration number of the other vehicle; and</p> <p>(C) the amount of the claim exceeds the amount of any Excess, which would have otherwise been applicable.</p> <p>(ii) Where there is a dispute as to fault, you must first pay the applicable Excess, however this will be refunded to you if it is established that the other driver was entirely at fault.</p> |
| (l) Transit | We will pay for loss, destruction, or damage to the Vehicle while in transit by road, rail, sea, or air between places in the Commonwealth of Australia or while being loaded before, or unloaded after, such transit. |

- (2) If you are insured for the incurring of a Legal Liability under Section 5.2(2), **we will** extend your insurance to include the following Additional Benefits.

| Additional Benefit | Limits to Additional Benefits, not in addition to the Limit of Liability unless otherwise stated |
|---|---|
| (a) Substitute Motor Vehicle | <p>We will pay for liability arising from the use of a substitute vehicle, provided that -</p> <p>(i) the Vehicle must be unable to be used as a result of damage, or mechanical or electrical breakdown or failure;</p> <p>(ii) the substitute vehicle must not be owned by you but must be in your custody or control;</p> <p>(iii) the substitute vehicle must be similar to the Vehicle;</p> <p>(iv) there must be no other insurance policy which provides cover for the same liability; and</p> <p>(v) not more than one substitute vehicle may be used at any one time in respect of the Vehicle.</p> |
| (b) Use of Trailer | <p>We will pay for liability arising from any trailer or caravan while it is -</p> <p>(i) attached to the Vehicle; or</p> <p>(ii) accidentally detached from the Vehicle while in motion.</p> |
| (c) Indemnity for your Employer or Principal | We will pay all sums for which your employer, principal, or partner becomes legally liable to pay as your employer, principal, or partner, in respect of personal injury or property damage caused by, or arising out of, the use of the Vehicle. |
| (d) Employees using own Motor Vehicle | <p>(i) We will pay for your liability arising out of your employees using their own motor vehicle while on your Business.</p> <p>(ii) We will not pay if your employees are entitled to cover under their own vehicle insurance.</p> |
| (e) Uninsured Motorist | <p>We will pay up to \$3,000, where the Vehicle is damaged in an accident with an uninsured vehicle provided that -</p> <p>(i) you can provide us with the name and address of the other driver and the registration number of the other vehicle;</p> <p>(ii) the driver of the other vehicle was entirely at fault for the accident;</p> <p>(iii) the damage to the Vehicle is not otherwise insured under this, or any other policy of insurance,</p> <p>(iv) the other vehicle was not owned by you, or registered in your name or the name of any other person with whom you ordinarily reside or who ordinarily resides with you; and</p> <p>(v) you agree not to take any separate action against the other driver without our consent.</p> |

Section 5 - Motor Vehicles (continued)

5.4 Additional Benefits (continued)

| Additional Benefit | Limits to Additional Benefits, not in addition to the Limit of Liability unless otherwise stated |
|----------------------------|--|
| (f) Persons Insured | <p>We will treat as though he or she were you, any person who -</p> <p>(i) with your consent was driving, using, or in charge of your Vehicle at the time of the accident, provided that he or she -</p> <p style="padding-left: 20px;">(A) <i>is not entitled to cover under any other insurance policy; and</i></p> <p style="padding-left: 20px;">(B) <i>has not been refused motor vehicle insurance by any insurer; or</i></p> <p>(ii) at the time of the accident was an authorised passenger in your Vehicle.</p> |
| (g) Tool of Trade | <p>If the Vehicle is used as a Tool of Trade we will pay for liability caused -</p> <p>(i) directly by the Vehicle including liability for loss or damage to underground cables, pipes, or other services, but only if -</p> <p style="padding-left: 20px;">(A) prior to the commencement of work the appropriate authority is contacted to verify the existence and location of such underground cables, pipes, or other services and a plan detailing the location of such underground cables, pipes, or other services is obtained from the relevant authority; and</p> <p style="padding-left: 20px;">(B) you pay a total Excess of \$2,000 for each claim or series of claims arising from the one event for liability arising out of or in connection with loss or damage to underground cables, pipes, or other services;</p> <p>(ii) by goods being lifted, lowered, or carried by the Vehicle; or</p> <p>(iii) by the falling of goods being lifted, lowered, or carried by the Vehicle.</p> |

(3) If you are insured under Section 5, **we will** extend your insurance to include the following Additional Benefits.

| Additional Benefit | Limits to Additional Benefits, not in addition to the Limit of Liability unless otherwise stated |
|--|---|
| (a) Substitute Motor Vehicle | <p>We will pay for liability arising from the use of a substitute vehicle, provided that -</p> <p>(i) the Vehicle must be unable to be used as a result of damage, or mechanical or electrical breakdown or failure;</p> <p>(ii) the substitute vehicle must not be owned by you but must be in your custody or control;</p> <p>(iii) the substitute vehicle must be similar to the Vehicle;</p> <p>(iv) there must be no other insurance policy which provides cover for the same liability; and</p> <p>(v) not more than one substitute vehicle may be used at any one time in respect of the Vehicle.</p> |
| (b) Automatic Additions and Deletions | <p>(i) We will insure any additional vehicle purchased, leased, or hired by you for up to -</p> <p style="padding-left: 20px;">(A) \$100,000;</p> <p style="padding-left: 20px;">(B) the vehicle's current market value; or</p> <p style="padding-left: 20px;">(C) the purchase price of the vehicle;</p> <p style="padding-left: 20px;"><u>whichever is the lesser.</u></p> <p>(ii) You must -</p> <p style="padding-left: 20px;">(A) notify us within 14 days of the date of the purchase, lease, hire, or sale; and</p> <p style="padding-left: 20px;">(B) pay any additional premium requested by us.</p> <p>(iii) We will allow a premium adjustment for any Vehicle sold or disposed of during the Period of Insurance.</p> |

Section 5 - Motor Vehicles (continued)

5.5 Specific Exclusions

We do not insure you under Section 5 for the following circumstances.

| Excluded Circumstances | |
|--|---|
| (1) Alcohol or Drugs | <p>(a) We will not pay for loss, destruction, or damage, or the incurring of a liability at a time when the Vehicle is being driven by or is in charge of, any person -</p> <ul style="list-style-type: none"> (i) under the influence of any drug or intoxicating liquor; (ii) who is subsequently convicted of or issued with an infringement notice <i>for driving under the influence of alcohol, drugs, or alcohol and drugs</i>; (iii) who is subsequently convicted of or issued with an infringement notice <i>for driving while the percentage of alcohol in the blood exceeds that permitted by the law of any State or Territory</i>; or (iv) who is subsequently convicted of or issued with an infringement notice <i>for refusing to provide or allow the taking of a sample of -</i> <ul style="list-style-type: none"> (A) <i>breath</i>; (B) <i>blood</i>; or (C) <i>urine</i>; <i>for preliminary testing or for analysis as required by the law of any State or Territory for the purpose of ascertaining the percentage of alcohol in the blood.</i> <p>(b) We will pay if a person, other than you, was driving or in charge of the Vehicle, if you prove that you did not know, and could not reasonably have known, that the other person was so affected.</p> |
| (2) Unroadworthy | <p>We will not pay for loss, destruction, or damage, or the incurring of a liability resulting directly or indirectly from the -</p> <ul style="list-style-type: none"> (a) unroadworthy; or (b) unsafe; <p>condition of the Vehicle if you knew, or should reasonably have known, the condition of the Vehicle at the time of the loss, destruction, damage, or the incurring of a liability.</p> |
| (3) Intentional Act | <p>We will not pay for loss, destruction, or damage, intentionally caused by, or a liability intentionally incurred by, you or a person acting with your express or implied consent.</p> |
| (4) Deliberate Exposure | <p>We will not pay for loss, destruction, damage, or the incurring of a liability as a result of -</p> <ul style="list-style-type: none"> (a) <i>a deliberate exposure to exceptional danger</i>; or (b) <i>any wilful or reckless acts while you are, or any other person with your express or implied consent, is driving or in charge of the Vehicle.</i> |
| (5) Unlawful Purpose | <p>We will not pay for loss, destruction, or damage to the Vehicle, or the incurring of a liability at a time when the Vehicle is being used for an unlawful purpose, by you or by a person with your express or implied consent.</p> |
| (6) Speed Tests | <p>We will not pay for loss, destruction, or damage to the Vehicle, or the incurring of a liability at a time when the Vehicle is being used in or tested in -</p> <ul style="list-style-type: none"> (a) preparation for racing, pacemaking, a reliability, navigational, or similar trial; or (b) a speed, hill-climbing, or similar test; <p>by you, or by some other person with your express or implied consent.</p> |
| (7) Carrying, Lifting, or Towing Capacity | <ul style="list-style-type: none"> (a) We will not pay for loss, destruction, or damage or the incurring of a liability as a result of the Vehicle, carrying, lifting, or towing a load greater than the designed carrying, lifting, or towing capacity of the Vehicle. (b) In the case of some person other than you driving or being in charge of the Vehicle, your cover under Section 5 will not be prejudiced if you prove that you - <ul style="list-style-type: none"> (i) did not know; and (ii) could not reasonably have known; that the Vehicle was carrying, lifting, or towing a load greater than the designed carrying capacity of the Vehicle. |

Section 5 - Motor Vehicles (continued)

5.5 Specific Exclusions (continued)

| Excluded Circumstances | |
|--|--|
| (8) Hire Vehicle | We will not pay for loss, destruction, or damage to the Vehicle, or the incurring of a liability at a time when the Vehicle is being used in the course of the business of carrying passengers for hire or reward, or let on hire by you as lessor. |
| (9) Unlicensed Driver | <p>(a) We will not pay for loss, destruction, or damage to the Vehicle, or the incurring of a liability at a time when -</p> <ul style="list-style-type: none"> (i) you are; or (ii) any person with your express or implied consent is; driving the Vehicle and is not authorised under the law in force in the State or Territory in which the Vehicle is being driven, being a law with respect to the licensing of drivers of motor vehicles, to drive the Vehicle. <p>(b) In the case of some person other than you driving or being in charge of the Vehicle, your cover under Section 5 will not be prejudiced if you prove that you did not know and could not reasonably have known, at the time when the consent was given or implied, that person was not so authorised.</p> |
| (10) Liquid Petroleum Gas | We will not pay for loss, destruction, or damage or the incurring of a liability as a result of <i>the use of liquid petroleum gas (LPG) as a source of fuel</i> , unless there has been strict compliance with all relevant statutes and regulations with respect to such use. |
| (11) Stock in Trade | We will not pay for loss, destruction, or damage to the Vehicle, or the incurring of a liability at a time when the Vehicle is in the possession of a person as part of that person's stock in trade. |
| (12) Motor Trade | We will not pay for loss, destruction, or damage to the Vehicle, or the incurring of a liability at a time when the Vehicle is being used in connection with the motor trade to tow some other vehicle, or in an experiment, test, trial, or demonstration. |
| (13) Reasonable Care after Accident | We will not pay for loss, destruction, or damage occurring as a result of you failing to take steps that are, in the circumstances, reasonable for the security of the Vehicle after loss, destruction, or damage to the Vehicle. |
| (14) Seizure or Confiscation | We will not pay for loss, destruction, or damage or the incurring of a liability as a result of lawful seizure, confiscation, nationalisation, or requisition of the Vehicle. |

Also refer to the General Exclusions in Section 6 which are applicable to Section 5.

SECTION 6 - GENERAL EXCLUSIONS

We do not insure you under this policy in the following circumstances.

| Excluded Circumstances | |
|---|---|
| <p>(1) Year 2000 Exclusion</p> | <p>“Equipment” means any device, equipment, machine, medium, system (whether computer or otherwise and including any embedded system), hardware, firmware, software, or any part or component of any of the foregoing (including any circuit, processor, or chip).</p> <p>“Year 2000 Conformity” means that the -</p> <ul style="list-style-type: none"> (a) performance; (b) operation; or (c) functionality; <p>(including but not limited to the ability to create, recognise, process, calculate, manipulate, retain, deal with, or store data) is not in any way adversely affected or prejudiced by the manner in which any date or any year -</p> <ul style="list-style-type: none"> (d) before; (e) during; or (f) after; <p>the year 2000 is described, interpreted, or recognised (including but not limited to the recognition of any date as its true calendar date or any period of time as its true period of time).</p> <ul style="list-style-type: none"> (a) We will not pay for any claim under Section 3 directly or indirectly arising from or in any way connected with the failure or inability of any Equipment to meet Year 2000 Conformity. (b) (i) We will not pay for any claim under Section 1, directly or indirectly arising from or in any way connected with the failure or inability of any Equipment to meet Year 2000 Conformity. (ii) Notwithstanding the provisions of paragraph (b)(i), we will pay for a claim for subsequent loss, destruction, or damage under Section 1, not otherwise excluded, caused by - <ul style="list-style-type: none"> (A) fire; (B) explosion; (C) escape of liquids resulting from bursting, leaking, discharging, or overflowing of pipes, tanks, fixed room heating, or water apparatus; or (D) impact by vehicle, Aircraft, or Watercraft. |
| <p>(2) Electronic Data Exclusion</p> | <p>“Electronic Data” means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.</p> <p>We will not pay for any claim under this policy directly or indirectly arising from or in any way connected with -</p> <ul style="list-style-type: none"> (a) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation, or misappropriation of Electronic Data; (b) any error in creating, amending, entering, deleting, or using Electronic Data; or (c) total or partial inability or failure to receive, send, access, or use Electronic Data for any time or at all; <p>arising from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur, other than arising solely from -</p> <ul style="list-style-type: none"> (d) fire; (e) lightning; (f) explosion; (g) earthquake, subterranean fire, or volcanic eruption; (h) escape of liquid as a result of bursting, leaking, discharging, or overflowing of pipes, tanks, fixed room heating, or water apparatus; (i) impact by trees, watercraft, or aircraft and other aerial devices; (j) impact by vehicles or animals; (k) storm or rainwater; or (l) burglary or theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing the Electronic Data. |

SECTION 6 - GENERAL EXCLUSIONS (continued)

| Excluded Circumstances | |
|--|--|
| (3) Warlike Activities or Nuclear Material | <p>We will not pay for loss, destruction, damage, or the incurring of a liability directly or indirectly caused by, or contributed to, or in consequence of -</p> <ul style="list-style-type: none"> (a) war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, requisition, or destruction of, or damage to property by or under the order of any government, public, or local authority or looting, sacking, or pillage following any of the above; (b) nuclear weapons material; or (c) ionising radiations, contamination, radioactivity from any nuclear fuel or nuclear waste, or from the combustion of nuclear fuel, or from any self-sustaining process of nuclear fission. |
| (4) Consequential Loss | <p>We will not pay for loss, destruction, damage, or liability directly or indirectly caused by, or contributed to by consequential loss of any description to the Business.</p> |
| (5) Fraudulent Claims | <p>We will not pay if you, or anyone acting on your behalf or with your knowledge or connivance, should make a claim knowing or reasonably suspecting the same to be false or fraudulent. Making a fraudulent claim is a criminal offence. We may report to the police any person who lodges a fraudulent claim.</p> |
| (6) Intentional Act | <p>We will not pay a claim if you, or someone else with your knowledge, deliberately caused any part of the loss, destruction, damage, or liability.</p> |
| (7) Bushfire / Cyclone | <ul style="list-style-type: none"> (a) We will not provide any cover, for a period of 48 hours from the time of the commencement of your insurance, for damages or loss caused by - <ul style="list-style-type: none"> (i) bushfire or grassfire; or (ii) a named cyclone. (b) This exclusion does not apply, however, if this insurance commences directly after - <ul style="list-style-type: none"> (i) another insurance policy covering the same property expired, without a break in cover; (ii) you have entered into a contract of sale to purchase the property; or (iii) you have entered into a contract to lease the property. |
| (8) Terrorism Exclusion | <p>We will not pay for loss, destruction, or damage, cost, expense, injury, illness or the incurring of a liability directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purpose to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s), or government(s) de jure or de facto, and which -</p> <ul style="list-style-type: none"> (a) involves violence against one or more persons; or (b) involves damage to property; or (c) endangers life other than that of the person committing the action; or (d) creates a risk to health and safety of the public or a section of the public; or (e) is designed to interfere with or disrupt an electronic system. <p>We will also not pay for loss, destruction, damage, cost, expense, or the incurring of a liability directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.</p> |
| (9) Computer Viruses, Attacks by Hackers, Data Manipulation or Operational Errors | <p>We will not pay for loss, destruction, damage, cost, expense, injury, illness or the incurring of a liability directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with -</p> <ul style="list-style-type: none"> (a) Computer Viruses; (b) attacks by hackers; (c) data manipulation by third parties; or (d) any operational errors. |

Also refer to Specific Exclusions in each Section which are applicable to this policy.

SECTION 7 - GENERAL CONDITIONS

The General Conditions set out below apply to all the Sections of this policy. **You must** comply with all these General Conditions otherwise **we may** be entitled to refuse to pay a claim, or to reduce the amount you are entitled to receive.

| Specific Conditions | |
|--|--|
| Refer also to the Specific Conditions in each Section of this policy | |
| (1) Claim Procedures | <p>If something happens which gives rise or may give rise to a claim under this policy -</p> <p>(a) you must -</p> <ul style="list-style-type: none"> (i) notify us as soon as possible giving full particulars of the facts and circumstances, including loss, damage, injuries, illness, or notice of a claim against you, and details of any proceedings instituted against you; (ii) take all reasonable precautions to prevent or minimise further loss, damage, or liability; (iii) take all reasonable steps to recover any lost or stolen Property; (iv) immediately notify the police in the event of a burglary or if any Property is stolen, lost, or maliciously damaged; (v) supply us with details of any other insurances which insure or may insure the event; (vi) provide all reasonable information and assistance as we may require; and (vii) use your best endeavours to preserve any damaged or defective property, or other property which might provide evidence in connection with any claim; <p>(b) you must not -</p> <ul style="list-style-type: none"> (i) admit liability for any event, loss, damage, or injury or settle or attempt to settle or defend any claim without our written consent; or (ii) alter or repair any building, appliance, plant, or thing until we have had the opportunity of an inspection, unless such alteration or repair is necessary for safety reasons; <p>(c) you are not entitled to abandon any Property to us;</p> <p>(d) we will have full discretion in the conduct of any negotiations and the settlement of any claims;</p> <p>(e) after payment for or replacement of any Property (other than a Building) lost or damaged, the Property so lost or damaged becomes ours subject to your right to reclaim it on repayment to us of the amount paid by us in respect of such Property; and</p> <p>(f) more specific claims procedures are noted under Specific Conditions in Broadform Liability in Section 3.6.</p> |
| (2) Goods and Services Tax | <p>(a) Where payment is made under this policy for the acquisition of goods, services, or other things, we will reduce the amount of the payment by the amount of any input tax credit that you are, or will be, entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition.</p> <p>(b) Where payment is made under this policy as compensation instead of payment for the acquisition of goods, services or other things, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services, or other things.</p> <p>(c) The Sum Insured or any amounts indicated in this policy are inclusive of Goods and Services Tax (GST).</p> |
| (3) Alteration of Risk | <p>(a) You must immediately notify us in writing of any changes you know of, which materially alter any of the facts or circumstances that existed at the commencement of this policy.</p> <p>(b) Until -</p> <ul style="list-style-type: none"> (i) we agree in writing to the terms of insurance of the altered risk; and (ii) you pay any additional Premium requested by us; <p>we will not be liable for any loss, destruction, or damage caused by or attributable to such alteration.</p> |

SECTION 7 - GENERAL CONDITIONS (continued)

| Specific Conditions | |
|--|--|
| Refer also to the Specific Conditions in each Section of this policy | |
| (4) Reasonable Care | <p>You must at all times take reasonable care -</p> <ul style="list-style-type: none"> (a) for the safety of the Property; (b) to ensure that only competent employees are employed; (c) to maintain the Premises, structures, fittings, fixtures, furnishings, appliances, machinery, implements, plant, and Property in sound condition; (d) to prevent personal injury or damage to property; (e) to comply with all statutory obligations, by-laws, and regulations imposed by any public authority; and (f) to prevent injury or damage to property due to manufacture, sale, or supply of defective goods. |
| (5) Joint Insureds | <p>Where you comprise more than one party -</p> <ul style="list-style-type: none"> (a) the Proposal or your application for insurance, is deemed to have been furnished by and on behalf of all parties, and any information supplied to us, or any omission or non-disclosure in relation to any renewal or extension is likewise deemed to have been furnished, omitted, or withheld, (as the case may be) on behalf of all parties; and (b) if one or more of you (or persons acting on behalf of, or with the knowledge or connivance of, one or more of you) should engage in a deliberate act which results in loss, destruction, or damage to the Property, we will not pay any claims at all arising out of such loss, destruction, or damage, whether those claims are brought by the party or parties which engage in the deliberate act or by anyone else. |
| (6) Unoccupancy | <p>Cover under this policy (except for Domestic House and Contents under Section 4) will be entirely suspended where the Premises are not occupied for a period in excess of 30 consecutive days unless our written consent has been obtained before the Premises are left so unoccupied.</p> |
| (7) Contractual Agreements | <ul style="list-style-type: none"> (a) We will not pay for, or our liability may be reduced, if you enter, or have entered (even before you entered into this contract of insurance), into an agreement, release, or undertaking which limits or excludes your rights of recovery against, or contribution from, a person or organisation. (b) We will reduce our liability by the same amount that the agreement, release, or undertaking has prevented you from recovering from that person or organisation. |
| (8) Named Insureds | <p>We do not insure any person or organisation who is not named in the Certificate of Insurance or referred to in the policy document.</p> |
| (9) Subrogation | <ul style="list-style-type: none"> (a) We are entitled to use your name in any proceedings to enforce for our benefit any rights, remedies, or orders in respect of any claim for injury or damage to the Property, or for costs or otherwise, and subject to the provisions of any statute which may apply, we have the right of subrogation in respect of all rights which you may have against any person, company, or other body who may be legally liable to you or otherwise in respect of any such claim. (b) Any claimant under this policy must at our request and expense give information and assistance as may reasonably be required for the purpose of enforcing any rights, remedies, obtaining relief, or indemnity from other parties to which we may be entitled or subrogated upon payment of any claims under this policy. |

SECTION 7 - GENERAL CONDITIONS (continued)

| Specific Conditions | |
|--|--|
| Refer also to the Specific Conditions in each Section of this policy | |
| (10) Cancellation | <p>(a) This policy may be cancelled by -</p> <p>(i) you at any time notifying us in writing, in which case -</p> <p>(A) cancellation takes place when we receive the notice; and</p> <p>(B) we will retain or be entitled to Premium for the period during which the policy has been in force based on our <i>normal short period rates</i>; or</p> <p>(ii) us on any grounds set out in the Insurance Contracts Act 1984, by giving you notice in writing, in which case -</p> <p>(A) cancellation takes place at the time you enter into another contract of insurance intended to replace this policy, or at 4.00pm on the 3rd day after delivery of the notice to you, whichever is earlier; and</p> <p>(B) we will refund the Premium paid for the unexpired Period of Insurance.</p> <p>(b) You must supply us with such particulars as we may require for the adjustment of the Premium following any cancellation.</p> |
| (11) Paying by Instalments | <p>(a) If you are paying us by instalments for your insurance, and one instalment of Premium remains unpaid for 14 days, we may refuse to pay a claim altogether.</p> <p>(b) Where we have not received an instalment payment -</p> <p>(i) we will send you notice in writing regarding your non-payment at least 14 calendar days before any cancellation by us for non-payment;</p> <p>(ii) if, after sending the above notice, we do not receive the instalment payment we will send you a second notice in writing, either -</p> <p>(A) prior to cancellation, informing you that your policy is being cancelled for non-payment; or</p> <p>(B) within 14 days after cancellation by us, confirming our cancellation of your policy.</p> <p>(c) If a claim requires the Sum Insured or Limit of Liability to be paid in total under any Section, then the balance of the Premium relating to that Section for the full Period of Insurance will be deducted from the amount of the claim settlement.</p> |
| (12) Consequences of Non-Disclosure | <p>If you do not comply with your Disclosure obligations, we may be entitled to -</p> <p>(a) reduce our liability for any claim;</p> <p>(b) cancel the contract; or</p> <p>(c) avoid the contract from its beginning, if your non-disclosure was fraudulent.</p> |
| (13) Excess | <p>(a) We will deduct from the amount to be paid to you the amount of Excess shown in the Certificate of Insurance or in the policy.</p> <p>(b) Voluntary Excess and/or Additional Excess are in addition to any Basic Excess.</p> <p>(c) You must pay all the Excesses that apply to the claim.</p> <p>(d) We will apply the highest applicable Excess, or any aggregate Excess if more than one Section of the policy applies to any claim arising from the one event, unless -</p> <p>(i) The claim applies across Section 3 Broadform Liability, Section 4 Domestic House and Contents and Section 5 Motor Vehicles;</p> <p>then we will apply an Excess to each individual item as specified in the Certificate of Insurance across all applicable Sections as specified in (d)(i) above, in addition to the highest applicable Excess.</p> |
| (14) Conditions, Exclusions, and Definitions | <p>Where a Specific Condition, Exclusion, or Definition is in conflict with a General Condition, Exclusion, or Definition, the Specific Condition, Exclusion, or Definition will apply.</p> |
| (15) Other Insurance | <p>You must advise us in writing of any insurance already effected or which may subsequently be effected covering, whether in total or in part and whether absolutely or contingently, the insurance provided under this policy.</p> |
| (16) Disputes | <p>All disputes arising out of, or under this policy, will be subject to determination by any Court of competent jurisdiction within the Commonwealth of Australia.</p> |
| (17) Governing Legislation | <p>This policy is governed by the Insurance Contracts Act and this policy and any person's rights pursuant to this policy will be read subject to this Act as they apply at the time of any claim or exercise of any right pursuant to this policy.</p> |

SECTION 7 - GENERAL CONDITIONS (continued)

Specific Conditions

Refer also to the Specific Conditions in each Section of this policy

| | |
|--------------------------------------|---|
| (18) Electronic Communication | <ul style="list-style-type: none"><li data-bbox="470 302 1431 436">(a) It may be possible to have your policy documents sent to you electronically by e-mail. If you tell us to send your policy documents to you electronically, then we will send them to the e-mail address you give us rather than to your mailing address.<li data-bbox="470 436 1431 571">(b) Any policy documents we send to your e-mail address are considered to have been received by you 24 hours from when we send them. If you don't tell us to send your policy documents to you electronically, then we will send them by post to the mailing address you gave us.<li data-bbox="470 571 1431 627">(c) You are responsible for making sure the e-mail and mailing address we have for you are up to date. |
|--------------------------------------|---|

WHAT IS THE CODE OF PRACTICE?

The General Insurance Code of Practice (“the Code”) is a self regulatory code put together by the Insurance Council of Australia after negotiation and consultation with the Commonwealth Government and other groups, including consumer organisations.

The Code applies to Domestic House and Contents - Section 4 and Motor Vehicle - Section 5. It was conceived as part of the insurance industry’s response to the growing needs of today’s consumers. The Code’s primary purpose is the promotion of good relations between consumers, insurers and agents. We are a strong supporter of the Code and are pleased to be a part of this important initiative which became operative on 1st July, 1995.

WHAT DOES THE CODE MEAN TO YOU AS OUR CUSTOMER?

The Code will -

- improve standards of practice and service;
- enable you to make an informed choice about our products by making information more readily available;
- create greater awareness about your rights and obligations as a consumer;
- gives you access to a fair dispute resolution process; and
- ensure you are made aware of claim procedures and are kept informed of the progress of your claim.

If you would like further information about the Code, please contact us.

OUR INTERNAL DISPUTE RESOLUTION PANEL

We have established an internal dispute resolution process for our clients. If you think that our decision about your claim is incorrect, talk to us about it. You can phone, write or come in to see us. A senior officer will check that all facts have been looked at, revise the decision if warranted, or explain why the original decision was made.

If you are still not happy, you can request a referral to our Dispute Resolution Panel. This Panel consists of senior management who are able to review the matter objectively and will -

- take a fresh look at your case; and
- vary the decision if this is considered appropriate.

The review process is designed to be both prompt and efficient. Referral to the Panel will be confirmed in writing within 3 working days of receiving your request. You will then be sent a letter by the Panel advising on the outcome or the status of your case, within the next 7 working days.

AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website: www.afca.org.au

Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

Time limits may apply to lodge a complaint with AFCA, as such you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

FRAUD HOTLINE

A significant number of insurance claims are fraudulent. This not only leads to increased premiums for customers, but thousands of dollars are spent each year investigating fraudulent claims.

Help stop insurance fraud by calling our hotline

1800 A FRAUD - 1800 237 283.

If you choose to give your name, it will be held in the strictest confidence.

FINANCIAL CLAIMS SCHEME

You may be entitled to payment under the financial claims scheme in the event that we become insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from www.fcs.gov.au

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The information in this booklet is current at the date of preparation. More up-to-date information may be available by calling 13 RACV.

We will give you a free paper copy of any updates if you request them. If it becomes necessary, we will issue a supplementary or replacement
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